Board of Directors Meeting Minutes (June 13, 1990)

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AGENDA

1. Call to order - 4:00 p.m.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Consideration of minutes of May 9, 1990, regular board meeting.
6. Consideration of Resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $10,000 aggregate principal amount of new jobs training certificates (CUSTOM PRODUCTS, INC. project) of the Des Moines Area Community College and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program.
7. Same as above except $75,000 certificates, IOWA TRADE BINDERY.
8. Same as above except $30,000 certificates, NATIONAL GYM EQUIPMENT.
9. Consideration of Resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $85,000 aggregate principal amount of new jobs training certificates (ALLIED GROUP, INC. project) of the Des Moines Area Community College.
10. Same as above except $25,000 certificates, DURA GLASS, INC.
11. Consideration of Resolution approving the form and content, execution and delivery of a second new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $130,000 aggregate principal amount of new jobs training certificates (ROSE ACRE FARMS, INC. project) of the Des Moines Area Community College and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program.
12. Consideration of Resolution approving the form and content, execution and delivery of a first addendum to new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $130,000 aggregate principal amount of new jobs training certificates (TONE BROTHERS, INC. project) of the Des Moines Area Community College and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program.

13. Consideration of Resolution approving the form and content, execution and delivery of a second addendum to new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $315,000 aggregate principal amount of new jobs training certificates (VERMEER MFG. CO. project) of the Des Moines Area Community College and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program.

14. Consideration of Resolution approving the form and content, execution and delivery of a third addendum to new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $320,000 aggregate principal amount of new jobs training certificates (PRINCIPAL MUTUAL LIFE INSURANCE CO. project) of the Des Moines Area Community College.

15. Consideration of Resolution directing the publication of a notice of intention to issue not to exceed $2,835,000 aggregate principal amount of new jobs training certificates and calling a public hearing on the proposal of said bonds.

16. Consideration of Resolution directing the advertisement for sale of new jobs training certificates, Multiple Projects XIII.

17. Consideration of a Consent to Assignment of a Tax Sale Certificate, Marion County, Knoxville, Iowa.


21. Consideration of membership and payment of annual dues to the Association of Community College Trustees (ACCT).

22. Consideration of membership and payment of dues to the Iowa Association of Community College Trustees (IACCT).


25. Consideration of charge-off of outstanding accounts receivables to bad debt account.

26. Consideration of Resolution directing the sale of Anticipatory Warrants in the aggregate principal amount of $5,000,000.

27. Consideration of Resolution authorizing issuance of $5,000,000 Anticipatory Warrant of Des Moines Area Community College for the 1990-91 fiscal year.

28. Consideration of Payables.

29. Presentation of Financial report.

30. President's report.

31. Board members' reports.

32. Closed session - collective bargaining.

33. Information Items:
   A. June 28-30 - ACCT Central Region Meeting, Milwaukee
   B. July 4 - HOLIDAY
   C. July 9 - First day to file nomination petitions for Board of Directors election
   D. July 11 - Regular Board meeting

34. Adjournment.
The regular meeting of the Des Moines Area Community College Board of Directors was held in Building 1, Room 30, of the Ankeny Campus, on June 13, 1990. The meeting was called to order at 4:05 p.m., by Board President Sue Clouser.

Members Present:
- Harold Belken
- DeVere Bendixen
- Sue Clouser
- *Dick Johnson
- Eldon Leonard
- Jerry Pecinovsky
- Nancy Wolf

Members Absent:
- Lloyd Courter
- Doug Shull

Others Present:
- Joseph A. Borgen, President
- Helen M. Harris, Board Secretary
- Don Zuck, College Treasurer
- Other interested DMACC staff and area residents

N. Wolf moved that the tentative agenda be approved as presented. Second by D. Bendixen.

Motion passed unanimously.

A motion to approve the minutes of the May 9, 1990, regular Board meeting was made by J. Pecinovsky, seconded by N. Wolf.

Motion passed unanimously.

Items six through 14 were considered as one consent agenda item. A motion was made by E. Leonard, seconded by D. Bendixen, that the Board approve the following Resolutions. Motion passed unanimously on a roll call vote. Copies of said Resolutions are Attachments one through nine to these minutes.

A Resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $10,000 aggregate principal amount of new jobs training certificates (CUSTOM PRODUCTS, INC. project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. Attachment #1.
IOWA TRADE BINDERY, INC.

A Resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $75,000 aggregate principal amount of new jobs training certificates (IOWA TRADE BINDERY, INC. project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. Attachment #2.

NATIONAL GYMNASIUM EQUIPMENT COMPANY

A Resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $30,000 aggregate principal amount of new jobs training certificates (NATIONAL GYMNASIUM EQUIPMENT COMPANY project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. Attachment #3.

ALLIED GROUP, INC.

A Resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates and directing the publication of a notice of intention to issue not to exceed $85,000 aggregate principal amount of new jobs training certificates (ALLIED GROUP, INC. project) of the Des Moines Area Community College. Attachment #4.

DURA GLASS, INC.

A Resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates and directing the publication of a notice of intention to issue not to exceed $25,000 aggregate principal amount of new jobs training certificates (DURA GLASS, INC. project) of the Des Moines Area Community College. Attachment #5.

ROSE ACRE FARMS, INC.

A Resolution approving the form and content, execution and delivery of a second new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $130,000 aggregate principal amount of new jobs training certificates (ROSE ACRE FARMS, INC. project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. Attachment #6.
A Resolution approving the form and content, execution and delivery of a first addendum to new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $130,000 aggregate principal amount of new jobs training certificates (TONE BROTHERS, INC. project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. Attachment #7.

A Resolution approving the form and content, execution and delivery of a second addendum to new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $315,000 aggregate principal amount of new jobs training certificates (VERMEER MANUFACTURING CO. project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. Attachment #8.

A Resolution approving the form and content, execution and delivery of a third addendum to new jobs training agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates and directing the publication of a notice of intention to issue not to exceed $320,000 aggregate principal amount of new jobs training certificates (PRINCIPAL MUTUAL LIFE INSURANCE COMPANY project) of the Des Moines Area Community College. Attachment #9.

E. Leonard made a motion that the Board approve the Resolution directing the publication of a notice of intention to issue not to exceed $2,835,000 aggregate principal amount of new jobs training certificates and calling a public hearing on the proposal to issue said bonds. Second by N. Wolf. Resolution is Attachment #10 to these minutes.

Motion passed unanimously on a roll call vote.

It was moved by J. Pecinovsky, seconded by D. Bendixen, that the Board approve the Resolution directing the advertisement for sale of new jobs training certificates, MULTIPLE PROJECTS XIII. Resolution is Attachment #11 to these minutes.

Motion passed unanimously on a roll call vote.
APPROVAL OF CONSENT/ASSIGNMENT, TAX SALE CERTIFICATE, KNOXVILLE

A motion was made by D. Bendixen, seconded by J. Pecinovsky, that the Board approve a Consent to Assignment of Tax Sale Certificates for property located in Marion County, Knoxville, and that the Board President is authorized to sign said Consent. Attachment #12.

Motion passed unanimously.

*DIRECTOR D. JOHNSON ARRIVES

APPROVAL OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

Iowa Code, Section 19B.11 and Iowa Administrative Code, Chapter 281-95 (1989) requires merged area schools to set standards for affirmative action and approve a written plan prior to July 1, 1990. A motion was made by J. Pecinovsky, seconded by N. Wolf, that the Board approve the Equal Employment Opportunity/Affirmative Action Plan as shown in Attachment #13 to these minutes.

Motion passed unanimously.

APPROVAL OF EEO/AA COORDINATOR

It was moved by E. Leonard, seconded by H. Belken, that Dr. Fred Gilbert be appointed Coordinator of the EEO/AA Plan.

Motion passed unanimously.

APPROVAL OF LEASE OF DMACC BUILDINGS TO GOLDEN CIRCLE BUSINESS CENTER

E. Leonard made a motion that Buildings 15, 16, 17, 18, and 19 be leased for a period of five years to the Golden Circle Business Center. A copy of said lease is Attachment #14 to these minutes. 

Motion passed unanimously.

APPROVAL OF ACCT MEMBERSHIP

It was moved by N. Wolf, seconded by J. Pecinovsky, that the Board approve membership to the Association of Community College Trustees, and that the yearly dues in the amount of $1,640 be paid.

Motion passed unanimously.

IACCT MEMBERSHIP

A motion was made by H. Belken, seconded by E. Leonard, that the Board defer action on the payment of the dues to the Iowa Association of Community College Trustees.

Motion passed unanimously.

APPROVAL OF S.A.B. BUDGETS, ANKENY, BOONE, URBAN CAMPUSES

The Student Activities Budgets for the Ankeny, Boone and Urban campuses were presented to the Board of Directors for approval. J. Pecinovsky moved that the FY1990-91 budgets be approved as presented in Attachment #15 to these minutes. Second by N. Wolf.

Motion passed unanimously.
It was moved by H. Belken, seconded by D. Johnson, that the Board approve the following personnel items:

**Contract Changes**


**Summer 9-Month Contract Extension Changes**

Westergard, Joanne - 53 days - From 81.8% to 100%.

Hamann, Richard - 53 days - from 81.8% to 100%

Siemann, Carolyn - 53 days - 50%.

**Resignation**

Hill, Curtis, Instructor-Computer Science, Boone Campus, Effective May 10, 1990.

Loftus, Virginia, Executive Director, District Administration. Effective June 30, 1990.

A motion was made by E. Leonard, seconded by H. Belken, that the Board approve the charge-off of $23,350.92 in outstanding accounts receivables to the bad debt account. This represents outstanding indebtedness of a year or older for which collection efforts have been unsuccessful. Summary of these accounts is Attachment #16 to these minutes.

A motion was made by N. Wolf, seconded by J. Pecinovsky, that the Board approve the Resolution authorizing issuance of $5,000,000 anticipatory warrants of Des Moines Area Community College for the 1990-91 fiscal year. Attachment #18.
APPROVAL OF PAYABLES

Approval of the payables as presented in Attachment #19 to these minutes was made by E. Leonard, seconded by H. Belken.

Motion passed unanimously.

FINANCIAL REPORT

The May 31, 1990, Financial Report was presented by D. Zuck, Vice President, Business Services. A copy of said report is Attachment #20 to these minutes.

CLOSED SESSION

No closed session was held.

ADJOURNMENT

A motion for adjournment was made by J. Pecinovsky, seconded by D. Bendixen.

Motion passed unanimously, and at 5:10 p.m., Board President Clouser adjourned the meeting.
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 9:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Eldon Leonard,

Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning a New Jobs Training Agreement between the College and Custom Products, Inc. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, Directing the Publication of a Notice of Intention to Issue Not to Exceed $10,000 Aggregate Principal Amount of New Jobs Training Certificates (Custom Products, Inc. Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * *

[Signature]
President of the Board of Directors

Attest:
[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $10,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (CUSTOM PRODUCTS, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE, AND PROVIDING FOR THE DIVISION OF TAXES LEVIED ON PROPERTY WHERE NEW JOBS ARE CREATED AS A RESULT OF A NEW JOBS TRAINING PROGRAM.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Custom Products, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a job training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $10,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $10,000 New Jobs Training Certificates (Custom Products, Inc. Project) of the College (the "Certificates"); and

WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and
WHEREAS, the Project will be located, and the new jobs will be created at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
STATE OF IOWA

POLK COUNTY

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk

of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates __________________________

June 21, 1990

in Des Moines Sunday Register on ______

Subscribed and sworn to before me by said affiant this 24th day of


Mary F. Bradley
Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(CUSTOM PRODUCTS, INC. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $10,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Custom Products, Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Custom Products, Inc. in Story City, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $10,000 of New Jobs Training Certificates (Custom Products, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this Resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this Board of Directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Passed and approved this 13th day of June, 1990.

Attest:

[Signature]
Secretary of the Board of Directors

[Signature]
President of the Board of Directors
I, Helen M. Harris, Secretary of the Board of Directors of
the Des Moines Area Community College, do hereby certify that I
have in my possession or have access to the complete corporate
records of said College and of its Board of Directors and offic­
ers; and that I have carefully compared the transcript hereto
attached with the aforesaid corporate records and that said tran­
script hereto attached is a true, correct and complete copy of
all of the corporate records showing the action taken with
respect to the matters set forth therein by the Board of Direc­
tors of said College on June 13, 1990, which proceedings remain
in full force and effect, and have not been amended or rescinded
in any way; that such meeting was duly and publicly held in
accordance with the Notice of Meeting and tentative agenda, a
copy of which was timely served on each member of the Board of
Directors and posted on a bulletin board or other prominent place
easily accessible to the public and clearly designated for that
purpose at the principal office of the Board of Directors (a copy
of the face sheet of said agenda being attached hereto) pursuant
to the rules of the Board of Directors and the provisions of
Chapter 21, Code of Iowa, as amended, upon reasonable advance
notice to the public and media at least twenty-four (24) hours
prior to the commencement of the meeting as required by said law
and with members of the public in attendance. I further certify
that the individuals named in the attached proceedings were on
the date thereof duly and lawfully possessed of their respective
offices as indicated therein, that no Board of Directors vacan­
cies existed except as may be stated in said proceedings, and
that no controversy or litigation is pending, prayed or threat­
ened involving the organization, existence or boundaries of the
College or the right of the individuals named therein as officers
to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

Secretary of the Board of Directors

FM:356.89
Custom Products, Inc.
Lot 2 SW Industrial Park
Subdivision, Story City, Iowa
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Custom Products, Inc.

Dated as of June 13, 1990

Relating to

Des Moines Area Community College
Job Training Certificates
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of May 15, 1990 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Custom Products, Inc. a(n) Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2 Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is a(n) Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer’s business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce.

ARTICLE II

PROJECT: PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Plan For Custom Products, Inc." Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The terms of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.
Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

ARTICLE III
PAYMENTS: SECURITY

Section 3.1. Whether or not the amounts described in Section 2.4 are sufficient for such purpose, the Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments or principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.
Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undischmissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: Donna Moore, President
Custom Products, Inc.
R.R. 2
Story City, IA 50248

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, upon the request of the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

CUSTOM PRODUCTS, Inc.

ATTEST: Helen McGinnis

DES MOINES AREA COMMUNITY COLLEGE

By: L. J. Clower

CUSTOM PRODUCTS, Inc.

By: Donna Moore

Donna Moore
TRAINING PLAN
for
CUSTOM PRODUCTS

Prepared
by
Des Moines Area Community College
Economic Development Group
Peggy Cutlip, Senior Training Consultant
Paula Hembry, Secretary
May 15, 1990
Custom Products, Story City, is owned and managed by Donna Moore. Founded in 1961, the company produces a line of specialty gunsmithing tools. These tools are internationally marketed through catalogs from Brownells, Inc., Montezuma, Iowa. Brownells is continually requesting new products from design to production while setting high quality standards and requiring a J-I-T delivery process.

In addition to the gunsmithing tools, Custom Products will add a new product, a chemical applicator for the lawn care industry.

Custom Products is constructing a new building in the Industrial Park, Story City, and will move the production process for both products to the new building. The company currently employs six people.

The staff of Economic Development Group and Custom Products have designed this program to train six new employees. A NEBIT grant from The Department of Education provided training in math and measurements, SPC management, and tool and die processes.
CUSTOM PRODUCTS

TRAINING PLAN FOR NEW EMPLOYEES

I. JOB SPECIFIC TRAINING FOR EMPLOYEES:

A. Orientation to Custom Products
   - Introduction to company history, policies and procedures
   - Product terminology and identification
   - General safety practices
   - Right to Know, hazardous material handling and disposal

B. Quality Standards provide SPC training for new employees and introduce them to company's commitment to high quality standards.

C. CNC Lathe Operation
   - Operation of the CNC Lathe: set up, operation, maintenance and special safety procedures.

II. PROFESSIONAL/INDIVIDUAL SKILL TRAINING

Training Materials:
- Training equipment will be leased/purchased to support training activities.

ON-THE-JOB TRAINING:

The number of hours qualifying for half-salary reimbursement to a company depends on the complexity of each job as evaluated in the Dictionary of Occupational Titles (DOT).

NOTE: Up to one-half of a training fund may be budgeted for OJT.
CUSTOM PRODUCTS

BUDGET SUMMARY FOR TRAINING PROGRAM

The budget for Custom Products represents an expenditure of $7,831.00 for
development and delivery of identified training activities, supplies, and
materials. Revision of this budget is allowable if both parties consent. A
revised budget with signatures of college and company representatives will be
filed with original training plan.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials and Supplies</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Training for New Employees</td>
<td>3,300.00</td>
</tr>
<tr>
<td>On-The-Job Training</td>
<td>3,031.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$7,831.00</strong></td>
</tr>
</tbody>
</table>

Anticipated date for hiring          Summer 1990
Anticipated start date of training    Summer 1990
Anticipated completion date of training Spring 1991
The training fund is generated by a credit to new job withholding taxes and the use of incremental property taxes under the provision of HF 623, Iowa Code 280 B.

The training fund of $7,831.00 is budgeted as follows:

- **Training Materials**
  - Purchase one lease of equipment $1,500.00

- **Skill Development for New Employees**
  - Development/Instruction subcontracted 2,800.00
  - Development/Instruction company trainers

- **Professional Skill Development**
  - Seminars (tuition/travel) 500.00

- **On-The-Job Training** 3,031.00

**TOTAL** $7,831.00
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 5:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

- Harold Belken
- DeVere Bendixen
- Eldon Leonard
- Jerry Pecinovsky
- Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning a New Jobs Training Agreement between the College and Iowa Trade Bindery Inc. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, Directing the Publication of a Notice of Intention to Issue Not to Exceed $75,000 Aggregate Principal Amount of New Jobs Training Certificates (Iowa Trade Bindery Inc. Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * *

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $75,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (IOWA TRADE BINDERY INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE, AND PROVIDING FOR THE DIVISION OF TAXES LEVIED ON PROPERTY WHERE NEW JOBS ARE CREATED AS A RESULT OF A NEW JOBS TRAINING PROGRAM.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Iowa Trade Bindery Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a job-training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $75,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $75,000 New Jobs Training Certificates (Iowa Trade Bindery Inc. Project) of the College (the "Certificates"); and

WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and
WHEREAS, the Project will be located, and the new jobs will be created at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
Affidavit of Publication

COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA
POLK COUNTY

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER (Daily) newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

____________________________

June 21, 1990

in Des Moines Sunday Register on ________

____________________________

Subscribed and sworn to before me by said affiant this 24th day of

July 19, 1990

Mary F. Bradley
Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(IOWA TRADE BINDERY INC. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $75,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Iowa Trade Bindery Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Iowa Trade Bindery Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $75,000 of New Jobs Training Certificates (Iowa Trade Bindery Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this Resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this Board of Directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Passed and approved this 13th day of June, 1990.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

Secretary of the Board of Directors

SE3:E2015604.90

FM: 356.89
Paragraph 8 - Description of Real Estate to be leased by Iowa Trade Bindery, Inc. situated in City of Des Moines - New Project

See Copy of Lease

Description of property leased by Iowa Trade Bindery, Inc., 2205 Sunset Road, Des Moines, Iowa

West 30 Ft. Lot 137 & All Lot 138
Valley Gardens

EXHIBIT "A"
OFFICE AND INDUSTRIAL LEASE

THIS LEASE made and entered into this _______ day of ____________, by and between

Mike A. Macri, Sr. and Mildred I. Macri (Husband and Wife) and Mike A. Macri, Jr. and ________

5156 Park Avenue
Des Moines, IA

Audrey J. Macri (Husband and Wife)
hereinafter called "Lessor," and

Iowa Trade Bindery and Ed Harris
2205 Sunset Rd.
Des Moines, IA 50321
hereinafter called "Lessee," WITNESSETH:

1. PREMISES LEASED: Subject to the terms and conditions herein contained, the Lessor hereby leases to the Lessee the following described premises, hereinafter called the "premises", to-wit;

comprising an area of ______________ square feet. And being a part of a building containing a total of ______________ square feet.

2. TERM: This lease shall become effective on Sept. 1, 1990, and shall continue for a term of ______________ years, ending _______ August 31, 19__.

unless sooner terminated as hereinafter provided.

3. USE: The Lessee shall use and occupy the premises for and no other purpose. The Lessee shall not use the premises nor permit them to be used for any unlawful business or purpose whatsoever.

4. RENTAL: The Lessee shall pay to the Lessee an annual rental of $ ______________, in equal monthly installments of $ ______________ advance on the first day of each month throughout the term of this Lease. In the event Lessee shall take possession of the premises, or the term should otherwise begin, on a day other than the first day of the month, then rent shall be immediately paid for such fractional month prorated on the basis of a thirty (30) day month and the term of the Lease shall commence on the 1st day of the month next succeeding. Payment of rent in the amount of $ ______________, for the month(s) of ____________.

Lessee shall also deposit with Lessor the sum of $ ______________, as a security deposit under this Lease. Said deposit shall be held by Lessor without liability for interest as security for the faithful performance by Lessee of all the terms of this Lease by said Lessee to be observed and performed. If any of the rents herein reserved or any other sum payable by Lessee to Lessor shall be overdue and unpaid or should Lessee make payment on behalf of the Lessee, or should Lessee fail to perform any of the terms of this Lease, then Lessor may, at its option and without prejudice to any other remedy which Lessor may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Lessor toward the payment of rents or additional sums or loss or damage sustained by Lessor due to such breach on the part of Lessee; and Lessee shall forthwith upon demand restore said security to the original sum deposited. Should Lessee comply with all of said terms and properly pay all of the rentals as they fall due and all other sums payable by Lessee to Lessor, said deposit shall be returned in full to Lessee at the end of the term.

5. UTILITIES AND OTHER SERVICES: The Lessor shall not be required to furnish to the Lessee any utilities or services of any kind.

6. REPAIR AND MAINTENANCE: The Lessee shall, at its sole expense, keep the interior of the premises, including all windows, doors and glass, in as good a state of repair as was upon the commencement of this lease, reasonable wear and tear and minor damage by fire excepted. Lessor shall also maintain the premises in a clean and orderly condition, and shall not cause the exterior of the building or any part of the real property upon which the premises are situated to become littered, disorderly or unsightly in any manner. The Lessor shall keep the structural supports, exterior walls and roof of the building in good order and repair and shall be responsible for the operation and maintenance of all common areas and facilities hereinafter provided. The Lessor shall also maintain in good order and repair all equipment installed and used for the purpose of heating and air conditioning of the leased premises wherever such equipment may be located. On default of Lessee in making such repairs, replacements or maintaining the premises in clean, orderly and condition, Lessor may, but shall not be required to, make such repairs, replacements or cleaning or shall take other necessary action for Lessee’s account, and the expense thereof shall be payable by Lessee to Lessor within ten days after written notice thereof. Any damage caused or repairs necessitated with respect to the leased premises or the building and real property of which the leased premises are a part, by excessive wear and tear resulting from the operation of the business of Lessee, or from willful or negligent acts on the part of Lessee, its employees, agents, invitees or contractors, shall be the responsibility of Lessee and Lessor shall reimburse Lessor for any expense incurred in connection therewith.

7. LESSEE’S PROPORTIONATE SHARE OF COSTS OF COMMON AREAS AND FACILITIES: In addition to the rental payable pursuant to paragraph 4 hereof, the Lessee shall pay to the Lessor upon demand a proportionate share of the cost of operating and maintaining all common areas and facilities, including without limitation all parking areas, access roads, sidewalks, landscaped space and other space used in common or available for use in common by the Lessee or its customers, employees, agents or other invitees. Operating and maintaining such areas and facilities shall include without limitation furnishing exterior and parking area lighting, cleaning, snow removal, line painting, care of grass, shrubs and plants, payment of water and sewerage charges, maintenance, repair and replacement of utility systems, and general maintenance of all areas and facilities provided by the Lessor for the common use of the occupants of the building. The term “proportionate share” as used in this paragraph or elsewhere in this lease shall mean such proportionate part of the total costs to which said share applies as the total square feet of floor area occupied by the Lessee bears to the total square feet of rentable floor area in the building. $ ______________, per sq. ft.

8. USE OF PARKING FACILITIES: The Lessee and his employees and customers shall have the nonexclusive right, in common with the Lessor and other tenants of said building, to park automobiles in the parking area provided by the Lessor, subject to such reasonable rules and regulations as the Lessor may from time to time impose, including the designation of specific areas in which automobiles of the Lessee and his employees must be parked. Upon written notice from the Lessor, the Lessee shall furnish the Lessor with the license numbers assigned to his automobiles and the automobiles of his employees.

__________________________
I, Audrey J. Macri (husband and wife)
the premises on a prorata basis for that portion of the calendar year which shall have elapsed up to and including such termination date.

Lessee shall maintain at all times during the term of this Lease, fire and extended coverage insurance on the building and improvements of which the premises are a part in an amount adequate to cover the cost of the replacement in the event of a total loss. Lessee shall pay his proportionate share, as defined herein, of any increases in the premium for such insurance over the premium presently being paid, however, any such increase in costs is to be borne by Lessee or by some act or omission on the part of Lessor or by some act of God or by some other event or cause not the responsibility of Lessee.

Lessee may display "for rent" signs on or about the premises and in the windows thereof for sixty days prior to the termination of this lease. No such sign shall be permitted to be displayed in such a manner as to obstruct the view or the line of sight of any person or persons and for such period or periods as may seem proper to the Lessor. In case of such reletting, the Lessee shall be liable to the Lessor for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of this Lease and the net rent for such residue of the term realized by the Lessor by such reletting, such net rent to be determined by deducting from the rent and payments herein reserved and agreed upon for the residue of the entire stipulated term of this Lease the expenses of recovering possession, reletting, altering and repairing the premises and codec-
21 OPTION TO EXTEND LEASE. If this lease shall be in force and effect on the date for the expiration of the term hereof, and the Lessee on such date shall have fully paid all of his obligations hereunder, the Lessee shall have the right, at his option, to extend this lease for an additional term of __________, commencing __________, upon the same terms and conditions contained in this lease, except that the rent for the premises during such extended term shall be at the rate of $ __________ per __________.

To exercise such option, the Lessee shall notify the Lessor in writing, at any time during the original term hereof but not later than six (6) months prior to the expiration of such term, of the Lessee's intention to extend such term.

22 LIEN ON LESSEE'S PROPERTY: Any and all property of every kind belonging to the Lessee and located upon the premises at any time during the term of this lease or any extension or renewal thereof, whether acquired before or after the execution of this lease, and whether or not exempt from sale under execution or attachments under applicable laws, shall at all times be subject to and bound by the terms and provisions of this Lease as provided herein as provided by law.

23 WAIVER. One or more waivers of any provision of this lease by the Lessor shall not be construed as a waiver of a subsequent breach of the same provision, and the Lessor's consent or approval to or of any act by the Lessee requiring such consent or approval shall not be deemed to waive or render unnecessary the Lessee's consent or approval to or of any subsequent similar act by the Lessee.

24 LIEN: Any and all property of every kind belonging to the Lessee and located upon the premises at any time during the term of this lease or any extension or renewal thereof, whether acquired before or after the execution of this lease, and whether or not exempt from sale under execution or attachments under applicable laws, shall be subject to the Lessor's lien for the payment of all rents and the performance of all obligations of the Lessee hereunder. Such lien may be enforced in the same manner as a chattel mortgage or in any other manner permitted by law.

25 NO ORAL AGREEMENTS: This lease contains the entire understanding and agreement of the parties, supersedes all prior understandings and agreements and cannot be revised, adjusted or modified unless in writing signed by the party against whom the same is to be enforced.

26 INDEMNIFICATION: Except for claims arising out of acts caused by the affirmative negligence of the Lessor or its representatives or lessee, the Lessee shall indemnify and defend Lessor and the leased property, at Lessee's expense, against all claims, expenses and liabilities, including but not limited to reasonable attorneys' fees incurred in successfully pursuing any of Lessee's legal remedies hereunder or in defending itself in legal proceedings of any kind, arising from (a) failure of Lessee to perform any covenant required to be performed by Lessee hereunder; (b) any accident, injury or damage which shall happen in or about the leased premises, or resulting from the condition, maintenance or operation of the leased premises; (c) failure to comply with any requirements of any governmental authority; (d) any mechanics lien or security agreement filed against the leased premises or any equipment or material thereon; and (e) any act or negligence of Lessor, its agents, contractors, employees or lessees.

27 EXPLANATORY PROVISIONS: The provisions of this lease shall be binding upon, unavowed to the benefit of and apply to the respective heirs, executors, administrators, successors and assigns of the parties hereto. The masculine pronoun, wherever used, shall include the feminine and neuter, and the singular shall include the plural. Headings are given to the paragraphs of this lease solely as a convenience to facilitate reference and shall not be deemed material or relevant to the construction of the lease or any provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the date first above written.

LESSOR: Mike A. Macri, Jr.

Audrey J. Macri

Mildred I. Macri

LESSEE: Iowa Trade Bindery and Ed Harris and Virgil Moore
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

IOWA TRADE BINDERY, INC.
DES MOINES, IOWA

Dated as of June 13, 1990

Relating to

Des Moines Area Community College
Job Training Certificates
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of March 2, 1990 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and IOWA TRADE BINDERY, INC., an Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2 Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is an Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce.

ARTICLE II
PROJECT: PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Plan For Iowa Trade Bindery, Inc." Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The terms of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.
Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefrom from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

ARTICLE III

PAYMENTS: SECURITY

Section 3.1. Whether or not the amounts described in Section 2.4 are sufficient for such purpose, the Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments or principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.
Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: IOWA TRADE BINDERY, INC.
2205 Sunset Road
Des Moines, Iowa 50321

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, upon the request of the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

ATTEST:

DES MOINES AREA COMMUNITY COLLEGE

By

IOWA TRADE BINDERY, INC.

By

Eddie Harris

Eddie Harris

ATTEST:
TRAINING PLAN

for

IOWA TRADE BINDERY

Prepared

by

Des Moines Area Community College
Economic Development Group
Pam Van Ast, Senior Training Consultant
April 9, 1990
IOWA TRADE BINDERY

INTRODUCTION

Iowa Trade Bindery is a 14 year old company located in south Des Moines. They are a support company for the printing industry. Expansion plans include the addition of 21 jobs averaging $7.50 to $9.00 per hour and two new binding machines, a perfect bind, which will glue and collate and a wire bind. Currently, area printers are sending this work out of state. Training will be in equipment operation, basic math, orientation, and safety.

Des Moines Area Community College staff, in cooperation with Iowa Trade Bindery staff, have prepared the following plan to train 21 new employees.

The city of Des Moines has also committed a $40,000 low interest loan to the company.
IOWA TRADE BINDERY

TRAINING PLAN FOR NEW EMPLOYEES

I. General
   A. Basic Math
   B. Orientation
      1. Employee Procedures
      2. Company Goals
      3. Company Policies
   C. General Safety
   D. Product Knowledge

II. Job Specific General
   A. Machining Process
   B. Safety
   C. Equipment Maintenance
   D. Industrial Math

III. Job Specific New Equipment
   A. Process
   B. Maintenance
   C. Safety

IV. On-The-Job Training

Various employees will receive instruction, demonstration, guidance, and hands-on practice on an individual basis from a supervisor during the job learning process. Depending on the complexity of the jobs, the total hours approved for half salary reimbursement to Iowa Trade Bindery will vary according to the dictionary of Occupational Titles (DOT).
The budget for Iowa Trade Bindery represents an expenditure of $44,165 for all forms of training.

I. Individual and Group Training
   A. Initial Orientation Training
   B. Follow-up Orientation Training
   C. Basic Job Preparation Training
   D. Equipment Specific Training

II. On-The-Job Training

TOTAL: $ 50,245.00

The source of training funds is from new job credit from withholding and the use of incremental property taxes from the new equipment.
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 8:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVere Bendixen, Eldon Leonard, Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning a New Jobs Training Agreement between the College and National Gymnasium Equipment Company. Following a discussion of the proposal, Board Member Eldon Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, Directing the Publication of a Notice of Intention to Issue Not to Exceed $30,000 Aggregate Principal Amount of New Jobs Training Certificates (National Gymnasium Equipment Company Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member DeVere Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

** * * * *

[Signature]
President of the Board of Directors

Attest:
[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $30,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (NATIONAL GYMNASIUM EQUIPMENT COMPANY PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE, AND PROVIDING FOR THE DIVISION OF TAXES LEVIED ON PROPERTY WHERE NEW JOBS ARE CREATED AS A RESULT OF A NEW JOBS TRAINING PROGRAM.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with National Gymnasium Equipment Company (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a job-training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $30,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $30,000 New Jobs Training Certificates (National Gymnasium Equipment Company) of the College (the "Certificates"); and

WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and
WHEREAS, the Project will be located, and the new jobs will be created at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

June 21, 1990

Subscribed and sworn to before me by said affiant this 24th day of

July , 1990

Mary F. Bradley
Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES (NATIONAL GYMNASIUM EQUIPMENT COMPANY) OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $30,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (National Gymnasium Equipment Company Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at National Gymnasium Equipment Company in Roland, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $30,000 of New Jobs Training Certificates (National Gymnasium Equipment Company Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this Resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this Board of Directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Passed and approved this 13th day of June, 1990.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA  
COUNTY OF POLK  

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

[Signature]  
Secretary of the Board of Directors

SE3:E2015701.90  
FM:356.89
### NACIN, ALAN J & SUSAN M

**Address**: 3724 CALHOUN, Ames, IA 50010

#### Abbreviated Legal Description of Property

NESW S10 AC LT1 EX S18S' W240' & SESH VAC RR ROW ADJ ON SOUTH ETC

#### Section 14

<table>
<thead>
<tr>
<th>Township</th>
<th>Range</th>
<th>Net Acres Taxable</th>
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<tbody>
<tr>
<td>85</td>
<td>23</td>
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</tbody>
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#### Town and Township

**Roland**

**School District**: Roland-Story

#### Address of Property Assessed

**Property Type**: Warehouse

#### Assessed Value

<table>
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<tr>
<th>Land or Lot Value</th>
<th>Building Value</th>
<th>AG Dwelling Value</th>
<th>Machinery and Equipment Value</th>
<th>Total Actual Assessed Value of Real Estate</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12,500</td>
</tr>
</tbody>
</table>

#### Classification of Property This Year

**Commercial**

---

**Notice**: If you are not satisfied that the foregoing assessment is correct, you may file a protest against such assessment with the board of review on or after April 15 to and including May 5, such protest to be confined to the grounds specified in Section 441.37, Code of Iowa.

**Note**: The foregoing assessments are subject to equalization pursuant to an order issued by the director of revenue. The County Auditor shall give notice on or before October thirteenth by publication in an official newspaper of general circulation of any class of property affected by an equalization order. The Board of Review shall be in session from October fifteenth to November fifteenth to hear protest of all class of property owners or taxpayers whose valuations have been adjusted by equalization order.

**Dated**: 13 Day of April, 1990

**Assessor**: GARY E. BILYeu
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT.

between

Des Moines Area Community College
Ankeny, Iowa

and

National Gym Equipment

Dated as of June 13, 1990

Relating to

Des Moines Area Community College
Job Training Certificates
This Training Agreement (the "Agreement") made and entered into as of April 26, 1990 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and National Gym Equipment a(n) Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2 Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is a(n) Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce.

ARTICLE II

PROJECT: PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Plan For National Gym Equipment." Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The terms of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.
Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

ARTICLE III
PAYMENTS: SECURITY

Section 3.1. Whether or not the amounts described in Section 2.4 are sufficient for such purpose, the Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments or principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.
Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: Alan J. Nacin, Vice President
National Gym Equipment.
PO Box A
Roland, IA 50236

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, upon the request of the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

ATTEST:

Helen M. Harris

ATTEST:

Teresa Halding

DES MOINES AREA COMMUNITY COLLEGE
By

By Alan J. Nacin, Vice President

NATIONAL GYM EQUIPMENT

4/26/90
TRAINING PROGRAM
for
NATIONAL GYM EQUIPMENT
ROLAND, IOWA

Prepared by
Des Moines Area Community College
Economic Development Group

Peggy Cutlip, Senior Training Consultant
Paula Hembry, Secretary

May 8, 1990
INTRODUCTION

National Gym Equipment, Inc., is an expansion of Nacin Mats, which was started in 1976 by Alan Nacin to recondition all brands of mats. Mat reconditioning is the process of repairing and repainting an old mat to make it like new. In this process loose coatings are removed, and seams, cuts, and gouges are repaired. Deteriorated mat sections are replaced and the entire mat is trimmed back to proper squareness. After this work is completed, the mat is recovered with vinyl and all official markings. In 1979 Nacin Mats diversified into providing “Mat Hoist” storage systems, wall paddings, and gym divider curtains. The “Mat Hoist” storage system stores the competition wrestling mat in the main gym, and not having to move the mat interests a lot of people because of liability since mats are very heavy.

National Gym Equipment became a corporation on July 1, 1987, and became an S-corporation on January 1, 1988. Five hundred thousand shares of company stock have been issued between its officers. National Gym Equipment works mainly with dealers, architects, and general contractors of new schools under construction. They manufacture gym equipment and market through an established nationwide dealer network.

To lower overhead cost of expansion, Al Nacin purchased an old existing 22,000 square foot facility in need of repairs. This twelve-acre industrial site is located in Roland, Iowa, population of 1,000.

In cooperation with National Gym Equipment staff, the Economic Development Group of Des Moines Area Community College designed this program to train 20 persons by May, 1992.
NATIONAL GYM EQUIPMENT, INC.

TRAINING PLAN FOR NEW EMPLOYEES

GENERAL TRAINING

1. Orientation to National Gym Equipment, Inc., Introduction to Company, history and policies, product terminology and identification, general safety practices, Right to Know, hazardous material handling and disposal.

JOB SPECIFIC TRAINING:

1. Production and assembly of "Mat Hoist" storage systems. (Exhibit A-1)
2. Production and assembly of mats, curtains, wall padding, and floor covers. (Exhibit A-2)
3. Installation procedures for "Mat Hoist" systems.

MATERIALS AND SUPPLIES

Custom training tapes will be produced for installing a "Mat Hoist" storage system. Training equipment will be leased/purchased to support training activities.

ON-THE-JOB TRAINING

1. The number of hours qualifying for half-salary reimbursement to a company depends on the complexity of each job as evaluated in the Dictionary of Occupational Titles (DOT).

NOTE: Up to one-half of a training fund may be budgeted for OJT.
Mat Hoist Storage Systems
“Top conventional storage”

STORAGE SYSTEM 1000

Protects mats
The Mat Hoist Storage System tops conventional storage methods by eliminating the risks. This is done simply by storing your wrestling and gymnastics mats at ceiling-level, leaving gym floors free for other activities and reducing damage to the mat.

Unless you have a practice room, mats are usually stored in hallways, closets, stages, bleachers, and gym floors. This ties up valuable space provided for other usage, in addition to damaging the mat when it is moved. Movement through doorways cuts multiple V-shaped gouges in the vinyl surface and core of the mat.

The Mat Hoist solves these problems simply and easily. Just roll your mat into the one-piece sling, attach the sling to the steel load bar and turn the key until the system automatically stops. The key switch is centrally located so the entire process can be viewed during movement. The entire storage operation takes only minutes.

Protects student/athletes
The Mat Hoist takes the danger out of moving wrestling and gymnastics mats by lifting them to be stored at ceiling-level. Present procedures require an army of untrained student/athletes to maneuver approximately 1,700 lbs. of mat across bleachers, through doorways, and over other dangerous obstacles.

With the Mat Hoist, there is no heavy lifting and balancing on bleachers. Just a turn of the key and the operation is done, safely!

Protects Institutions
This all means protection for the institution. By avoiding the chance of injury to student/athletes, the Mat Hoist reduces risks of liability for the school, and eliminating risks is essential.

Made to meet your needs
The Mat Hoist Storage Systems universal design will adapt to all gymnasium ceiling structures and is available in two models:

The System 500
Stores up to one 44’ x 44’ mat (2000 lb. load bar capacity) in perfect balance.

The System 1000
Stores up to two 42’ x 42’ mats (3500 lb. load bar capacity) in perfect balance.

Specifications
Ceiling-mounted mat storage system shall be the “Mat Hoist” Storage System 1000 as manufactured by National Gym Equipment, P.O. Box A • Roland, IA 50236 • (515) 388-4337 having these features:

A. Mat storage hoist shall be a twenty (20) foot long lift/lower unit consisting of a direct drive (2” diameter) solid keyed shaft with a forty (40) foot long load bar and one-piece, 22 oz. vinyl/nylon sling. It is designed to store up to two 42’ x 42’ wrestling/gymnastics mats weighing approximately one pound per square foot with a 3500 lb. capacity. Storage system shall be complete with brake motor, three (3) ¾” x 39’ support steel cables, and all accessories required for installation and operation. Storage system shall be installed with a minimum of three (3) support points spaced equally at engineering- approved ceiling truss or wall.

B. Vertical movement shall be motor-operated, 1½ H.P., 230V, three phase complete with both up/down limit switches, brake motor with fast action brake (4.83 foot lbs.) braking torque, direct coupled gear reducer with helical gearing—95% efficiency. Final output speed of 9.6 rpm—9,342 output lb. in. torque to lift 3,500 lbs. on three—4” diameter drums directly coupled to 2” diameter by 20’ solid keyed shaft. Motor, starter, and thermal overload protection shall be mounted direct to helical geared reducer. Unit shall be factory lubricated and sealed. Motor shall be operated by an electrical key switch with automatic return and mounted to a 4” x 4” instructional cover plate.

C. Complete system must have documented proof from independent testing laboratory that safety tests were performed by ceiling mounting and load testing system to 17,500 lbs. thus obtaining a minimum 5 to 1 safety factor. Tested system must obtain the 17,500 lbs. capacity on its own. No outside source such as chain hoists, larger motors or sprocketed roller chain between reducer and shaft shall be used. System shall be direct drive only!

Safety
The Mat Hoist System has been safety tested by an independent testing laboratory, Omaha, NE, certificate number NTL Job No. 5-046-NAC (86), Lab R-473. Test results available upon request.
Gym Divider Curtain

"Make the most out of your gym"

The Curtain
These custom-made curtains not only serve as a divider but offer noise and visual privacy from the other side. The curtain is made in two styles to meet your specific needs.

- The All-Solid 18 or 14 oz. vinyl/nylon style offers the greatest privacy and limits airflow and light.
- The Solid-Mesh style is made with 10 feet of solid 18 or 14 oz. vinyl/nylon at the bottom and nylon mesh at the top. The mesh allows for both air and light flow from the other side.

All curtains are custom-made to your requirements.

The Walk-Draw Type (Manual)
This is the most popular style because the curtain neatly folds and stores at ceiling-level. The continuous-shaft winch system consists of a 3/8 H.P. electric winch which lifts and lowers the curtain.

GDC-M-CWS is the mesh curtain on the continuous-shaft winch system. It consists of 10 feet of solid 18 oz. vinyl/nylon at the bottom with a nylon mesh for the remainder of the curtain.

GDC-M-WD is the mesh curtain on the walk-draw system. It includes 10 feet of solid 14 oz. vinyl/nylon fabric at the bottom with white mesh at the remaining top.

The specifications for the Walk-Draw Type Gym Curtain shall be the GDC-M-WD as manufactured by National Gym Equipment, having these features:

A. The Walk-Draw Type Gym Curtain shall be one-piece and store perpendicular or parallel to the side walls. The curtain's length shall be oversize 10% for pleating and is manufactured from 18 oz. per sq. yard vinyl/nylon. The vinyl/nylon material contains anti-bacterial, anti-fungal treatment, flame retardant and is listed by the California Fire Marshall. Test results show a minimum of 100 lbs./inch tear strength and 295 lbs./inch tensile strength. The top horizontal hem shall be equipped with #4 brass grommets every 12" for suspension from silent, nylon wheeled carriers with swivel eyes, one-inch hook, and trim chain with each having 75 lb. work-load limit for height adjustment.

B. The curtain track shall be dual channel, 16-gauge galvanized steel and have support fittings at maximum 7' centers.

Note: When sizing please state ceiling height and length of desired space to divide. Allow 12' minimum ceiling headroom space needed to operate both systems. Add 10% oversizing to curtain's length for pleating of curtains with the Walk-Draw system.

Safety
Both the 18 oz. and 14 oz. vinyl/nylon material is dielectrically welded. Test results show a minimum of 100 lbs./inch tear strength and 295 lbs./inch tensile strength. The fabric is anti-bacterial treated, fungi-resistant, and flame retardant. It is listed by the California Fire Marshall.
NATIONAL GYM EQUIPMENT

BUDGET SUMMARY FOR TRAINING PROGRAM

The budget for NGE represents an expenditure of $20,938.00 for development and delivery of identified training activities and materials. Revision of this budget is allowable if both parties consent. A revised budget with signatures of college and company representatives will be filed with original training plan.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$10,000</td>
</tr>
<tr>
<td>Training for New Employees</td>
<td>6,400</td>
</tr>
<tr>
<td>On-The-Job Training</td>
<td>4,538</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$20,938</strong></td>
</tr>
</tbody>
</table>

Anticipated date for hiring: Summer 1990

Anticipated start date of training: Summer 1990

Anticipated completion date of training: Spring 1991
The training fund is generated by a credit to new job withholding taxes and the use of incremental property taxes under the provision of HF 623, Iowa Code 280 B.

The training fund of $20,938.00 is budgeted as follows:

- **Training Materials** $10,000.00
  - Production of video tape
  - Lease of computer/copier
  - (2% dedicated to training)
  - Purchase of equipment

- **Skill Development for New Employees** $6,400.00
  - Development/Instruction
  - Company trainers

- **On-The-Job Training** $4,538.00
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 4:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

- Harold Belken, DeVerne Bendixen, Eldon Leonard,
- Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Nancy Wolf

Matters were discussed concerning a new jobs training agreement between the College and Allied Group, Inc. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates and Directing the Publication of a Notice of Intention to Issue Not to Exceed $85,000 Aggregate Principal Amount of New Jobs Training Certificates (Allied Group, Inc. Project) of the Des Moines Area Community College"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf
Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * * *

Attest:  

President of the Board of Directors

Secretary of the Board of Directors
A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECU-
TION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT,
INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL
ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFI-
CATES AND DIRECTING THE PUBLICATION OF A NOTICE OF
INTENTION TO ISSUE NOT TO EXCEED $85,000 AGGREGATE
PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES
(ALLIED GROUP, INC. PROJECT) OF THE DES MOINES AREA
COMMUNITY COLLEGE.

WHEREAS, the Des Moines Area Community College (hereinafter
referred to as the "College"), is an area community college and a
body politic organized and existing under the laws of the State
of Iowa, and is authorized and empowered by Chapter 280B of the
Code of Iowa, as amended (hereinafter referred to as the "Act"),
to issue New Jobs Training Certificates and use the proceeds from
the sale of said Certificates to defray all or a portion of the
cost of a "New Jobs Training Program" as that term is defined in
the Act, including the program costs, the purpose of which is to
encourage industry and trade to locate and expand within the
State of Iowa (the "State") in order to create jobs and employ-
ment opportunities and to improve the economic welfare of the
residents of the State; and

WHEREAS, the College has undertaken negotiations with
respect to a New Jobs Training Program with Allied Group, Inc.
(hereinafter referred to as the "Company"), pursuant to the pro-
visions of the Act for the purpose of establishing a job training
program (hereinafter referred to as the "Project") to educate and
train workers for new jobs with the Company at its facilities
located or to be located in the merged area served by the Col-
lege, which Project will be beneficial to the Company and the
College; and

WHEREAS, the College has determined that the amount neces-
sary to defray all or a portion of the cost of the Project,
including necessary expenses incidental thereto, will require the
issuance by the College of not to exceed $85,000 aggregate prin-
cipal amount of its New Jobs Training Certificates pursuant to
the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project
through the issuance of not to exceed $85,000 New Jobs Training
Certificates (Allied Group, Inc. Project) of the College (the
"Certificates"); and

WHEREAS, before the Certificates may be issued, it is neces-
sary to publish a notice of the proposal to issue new jobs train-
ing certificates and the right to appeal the decision of the
Board of Directors of the College to issue the Certificates pur-
suant to the provisions of the Act, all as required and provided
for by Section 280B.6 of the Act; and
WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
STATE OF IOWA
POLK COUNTY

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

June 21, 1990

in Des Moines Sunday Register on

Subscribed and sworn to before me by said affiant this 24th day of


Mary F. Bradley
Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(ALLIED GROUP, INC. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $85,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Allied Group, Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Allied Group, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $85,000 of New Jobs Training Certificates (Allied Group, Inc. Project), the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

[Signature]

President of the Board of Directors

Attest:

[Signature]

Secretary of the Board of Directors
I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 23, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13th day of June, 1990.

[Signature]

Secretary of the Board of Directors

SE3:E2015702.90

FM:355.89
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Allied Group Incorporated

Dated as of June 13, 1990

Relating to

Des Moines Area Community College
Job Training Certificates
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of May 22, 1990 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Allied Group Incorporated a(n) Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2 Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is a(n) Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce.

ARTICLE II

PROJECT: PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Plan For Allied Group Incorporated Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The terms of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.
Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

ARTICLE III
PAYMENTS: SECURITY

Section 3.1. Whether or not the amounts described in Section 2.4 are sufficient for such purpose, the Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments or principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.
Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: Allied Group Incorporated
Box 974, 701 Fifth Avenue
Des Moines, Iowa 50309

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, upon the request of the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

ATTEST:

Allied Group Incorporated

ATTEST:

Charles H. McDonald
Vice President
TRAINING PLAN

FOR

ALLIED GROUP, INC.

Prepared by:
Des Moines Area Community College
Economic Development Group
Barbara Giese, Training Consultant
May, 1990
Allied Group, Inc. (AGI) was founded in 1929 as Allied Mutual Insurance Company. AGI is primarily a property-casualty company, headquartered in downtown Des Moines. Additional businesses located in Des Moines are the data processing segment that offers a complete line of insurance software and the investment services. The location of Allied Group, Inc., is 701 Fifth Avenue.

This training project is the result of the company's planned growth to expand product offerings and markets to reach new customers. This diversification is in all segments of the organization. As of May 1, 1990, Allied Group, Inc., employed 971 persons in the Des Moines area. Due to the planned group, it is projected that 50 positions will be added by April 30, 1991. The majority of these positions are clerical and underwriting.

Des Moines Area Community College staff, in cooperation with the staff of Allied Group, Inc., have prepared the following plan to train 50 new employee positions between May 1990 and August 1992. This training plan includes job analysis and job description development, revision of the new employee orientation program, computer-related training and customer service training.
ALLIED GROUP, INC.

TRAINING OUTLINE

I. ASSESSMENT AND ORIENTATION

New positions will be analyzed and new job descriptions developed, as needed. Techniques will be developed and implemented to better assess new applicants for suitability for employment. The orientation program video tape will be updated and revised. Manuals for both employee benefits and policies and job procedures will be updated and revised.

II. JOB SPECIFIC SKILL DEVELOPMENT

This skill development will focus on both specific positions and general skills needed for all new positions. This training will be delivered through instructor-led classes, programmed instructions, video tape, interactive computer instruction and self-study programs.

A. Job specific - The new graduate program covers insurance coverage, risk selection and claims handling. Marketing, safety and accounting will also receive skill training.

B. Office training - New employees will receive training in keyboarding skills, clerical procedures and customer service.

Funds will be used for trainers' salaries and materials.

III. MANAGEMENT/SUPERVISORY SKILLS

This training will focus on people management - getting things done through other people. The Interpersonal Managing Skills program will be one program used for the training. Funds will pay for material and instruction.

IV. PROFESSIONAL DEVELOPMENT

Training funds will be used for travel and registration costs to send individual new employees to seminars and workshops not available in company-sponsored programs. Tuition for college credit and non-credit job-related courses will also be covered.

V. On-The-Job Training

Each employee will receive instruction, guidance, and supervision on an individual basis from an immediate supervisor or an experienced employee during on-the-job training (OJT).
The source of training funds is New Jobs credit from withholding under provision of Chapter 280 B, Iowa Code.

TRAINING PLAN COMPONENT

I. ASSESSMENT AND ORIENTATION

Job Analysis
Manual and video revision $5,937

II. JOB SPECIFIC SKILL DEVELOPMENT

New graduate program
Job specific skills
Office training
Classroom instruction $21,000

III. MANAGEMENT/SUPERVISORY SKILLS

Classroom instruction and materials $4,000

IV. PROFESSIONAL DEVELOPMENT

Seminar registration and travel
Course tuition $2,000

V. ON-THE-JOB TRAINING $32,937

Total Estimated Expenditures $65,874

Training began May 1, 1990, with completion anticipated by August 1992.

Upon receipt of proper documentation, reimbursement to all providers of training that meet the guidelines of HF 623 will be made on a quarterly basis.
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 4:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

- Harold Belken, DeVere Bendixen, Eldon Leonard,
- Jerry Pecinovsky, Nancy Wolf
- Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning a new jobs training agreement between the College and Dura Glass, Inc. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates and Directing the Publication of a Notice of Intention to Issue Not to Exceed $25,000 Aggregate Principal Amount of New Jobs Training Certificates (Dura Glass, Inc. Project) of the Des Moines Area Community College"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

- Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf
- Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

** Attest: **

President of the Board of Directors

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECU-
TION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT,
INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL
ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFI-
CATES AND DIRECTING THE PUBLICATION OF A NOTICE OF
INTENTION TO ISSUE NOT TO EXCEED $25,000 AGGREGATE
PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES
(DURA GLASS, INC. PROJECT) OF THE DES MOINES AREA COM-
MUNITY COLLEGE.

WHEREAS, the Des Moines Area Community College (hereinafter
referred to as the "College"), is an area community college and a
body politic organized and existing under the laws of the State
of Iowa, and is authorized and empowered by Chapter 280B of the
Code of Iowa, as amended (hereinafter referred to as the "Act"),
to issue New Jobs Training Certificates and use the proceeds from
the sale of said Certificates to defray all or a portion of the
cost of a "New Jobs Training Program" as that term is defined in
the Act, including the program costs, the purpose of which is to
courage industry and trade to locate and expand within the
State of Iowa (the "State") in order to create jobs and employ-
ment opportunities and to improve the economic welfare of the
residents of the State; and

WHEREAS, the College has undertaken negotiations with
respect to a New Jobs Training Program with Dura Glass, Inc.
(hereinafter referred to as the "Company"), pursuant to the pro-
visions of the Act for the purpose of establishing a job training
program (hereinafter referred to as the "Project") to educate and
train workers for new jobs with the Company at its facilities
located or to be located in the merged area served by the Col-
lege, which Project will be beneficial to the Company and the
College; and

WHEREAS, the College has determined that the amount neces-
sary to defray all or a portion of the cost of the Project,
including necessary expenses incidental thereto, will require the
issuance by the College of not to exceed $25,000 aggregate prin-
cipal amount of its New Jobs Training Certificates pursuant to
the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project
through the issuance of not to exceed $25,000 New Jobs Training
Certificates (Dura Glass, Inc. Project) of the College (the "Cer-
tificates"); and

WHEREAS, before the Certificates may be issued, it is neces-
sary to publish a notice of the proposal to issue new jobs train-
ing certificates and the right to appeal the decision of the
Board of Directors of the College to issue the Certificates pur-
suant to the provisions of the Act, all as required and provided
for by Section 280B.6 of the Act; and
WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
STATE OF IOWA

POLK COUNTY

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER (Daily) DES MOINES SUNDAY REGISTER newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register (daily) the following dates:

__________________________  
June 21, 1990

in Des Moines Sunday Register on

__________________________

Subscribed and sworn to before me by said affiant this 24th day of

__________________________  

__________________________

Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(DURA GLASS, INC. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the
Des Moines Area Community College intends to issue in the manner
required by law not to exceed $25,000 aggregate principal amount
of Des Moines Area Community College New Jobs Training Certifi­
cates (Dura Glass, Inc. Project). The Certificates are to be
issued for the purpose of providing funds to pay the costs,
including program costs, of a new jobs training program to edu­
cate and train workers for new jobs at Dura Glass, Inc. in
Audubon, Iowa.

The Board of Directors has instituted proceedings and taken
further and additional action for the authorization and issuance
of the certificates.

A person may, within fifteen days after the publication of
this notice by action in the district court of a county in the
area within which the Des Moines Area Community College is
located, appeal the decision of the Board of Directors in propos­
ing to issue the Certificates. The action of the Board of Direc­
tors in determining to issue the Certificates is final and con­
clusive unless the district court finds that the Board of Direc­
tors has exceeded its legal authority. An action shall not be
brought which questions the legality of the Certificates, the
power of the Board of Directors to issue the Certificates, the
effectiveness of any proceedings relating to the authorization of
the project, or the authorization and issuance of the Certifi­
cates from and after fifteen days from the publication of this
notice.

This notice is published pursuant to the provisions of Chap­
ter 280B of the Iowa Code.

By Order of the Board of
Directors

Secretary of the Board of
Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $25,000 of New Jobs Training Certificates (Dura Glass, Inc. Project), the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA   )
COUNTY OF POLK )

I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

Helen M. Harris
Secretary of the Board of Directors

SE3:E2015703.90

FM:355.89
DURA GLASS, INC.
Quality Workmanship & Material • Fiberglass Products & Fabrication

DURA GLASS, INC. is located at Lot 2 Industrial Park
Section 28-80-35 Audubon, Iowa
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

DURA GLASS, INC.

Dated as of April 23, 1990

Relating to

Des Moines Area Community College
Job Training Certificates
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of April 23, 1990 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Dura Glass, Inc. a(n) corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2 Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is a(n) Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce.

ARTICLE II

PROJECT: PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Plan For Dura Glass, Inc." Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The terms of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.
Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefrom from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

ARTICLE III
PAYMENTS: SECURITY

Section 3.1. Whether or not the amounts described in Section 2.4 are sufficient for such purpose, the Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments or principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.
Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: Dura Glass, Inc.
Lot 2 - Industrial Park
Audubon, IA 50025

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, upon the request of the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

DES MOINES AREA COMMUNITY COLLEGE
By

ATTEST:
Helin M Harris

ATTEST:
Robert W Taylor

By
Lyf Laughery, V.P.
TRAINING PLAN
FOR
DURA GLASS, INC.

Prepared
by
Des Moines Area Community College
Economic Development Group
Robert Taylor, Training Consultant
April 20, 1990
# DURA GLASS, INC.

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DURA GLASS, INC.

INTRODUCTION

Dura Glass, Inc. is presently located at Audubon, Iowa. Dura Glass manufactures fiberglass bodies for use by veterinarians, the bodies are mounted on pick-up truck chassis. Dura Glass is developing new product lines also, but their primary product remains the veterinarians' product.

The president of the company has eighteen years experience manufacturing a similar product and one sales representative has experience marketing this type of equipment.

The Training Plan developed by Dura Glass and Des Moines Area Community College will focus upon employee orientation and safety, management training, and job specific development.

All eighteen positions within the company will be covered by this training agreement. Training will be conducted by both Dura Glass and Des Moines Area Community College.
DURA GLASS, INC.

TRAINING PLAN

I. Structural or Individualized

A. Orientation to Dura Glass, Inc.
   1. Its history, philosophy, products, facility, customer and employee roles, and benefits
   2. Orientation to position

B. Basic Job Preparation Training
   1. Policy Manual Development
   2. Hazardous Materials Communication
   3. Product Materials
   4. Right-to-Know
   5. Safety Regulations & Plant Safety

C. Management and Supervisory Training
   1. Business Management
   2. Team Building

II. On-The-Job Training

Various employees will receive instruction, demonstration, guidance, and hands-on practice on an individual basis from a supervisor during the job learning process.

Depending upon the position and complexity of the job, the total hours approved for salary reimbursement to Dura Glass will vary according to the Dictionary of Occupational Titles.
**DURA GLASS, INC.**

**SUMMARY OF NEW JOBS**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Number of</th>
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<tbody>
<tr>
<td>President</td>
<td>1</td>
</tr>
<tr>
<td>Vice President, Sec., Treasurer</td>
<td>1</td>
</tr>
<tr>
<td>Mold Builder</td>
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<td>Metal Fabrication</td>
<td>1</td>
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<td>Shipping and Receiving Clerk</td>
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**TOTAL:**                                        **18**
DURA GLASS, INC.

TRAINING PLAN BUDGET SUMMARY

The budget for Dura Glass, Inc. represents an expenditure of $15,875 for all forms of training.

I. Individual and Group Training $ 7,938
   A. Orientation to Dura Glass, Inc.
   B. Basic Job Preparation Training
   C. Management & Supervisory Training

II. On-The-Job Training $ 7,937

TOTAL: $ 15,875

Estimated Revenue Sources

HF 623: $ 15,875

Anticipated start date for training is July 1, 1990.
Anticipated completion date for training is July 1, 1992.

Upon receipt of proper documentation, reimbursement to all providers of training that meet the guidelines of HF 623 will be made on a quarterly basis.
# Individual and Group Training

## I. Development
- Dura Glass, Inc. $875
- Technical Writers $875
- Materials & Supplies $750

## II. Instructional Materials/Resources
- Purchased video tapes & $750
- Associated materials/supplies $750

## III. Instruction
- Dura Glass, Inc. staff $938
- Other staff $1,000
- Individual Instruction (Workshops, etc.) $2,000

## IV. On-the-Job Training

**TOTAL ESTIMATED TRAINING EXPENSES** $15,875
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 7:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVeere Bendixen, Eldon Leonard, Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning a Second New Jobs Training Agreement between the College and Rose Acre Farms Inc. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a Second New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, Directing the Publication of a Notice of Intention to Issue Not to Exceed $130,000 Aggregate Principal Amount of New Jobs Training Certificates (Rose Acre Farms Inc. Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard Pecinovsky, Wolf
Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * *

President of the Board of Directors

Attest:

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECU-
TION AND DELIVERY OF A SECOND NEW JOBS TRAINING AGRE-
MENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDI-
TIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING
CERTIFICATES, DIRECTING THE PUBLICATION OF A NOTICE OF
INTENTION TO ISSUE NOT TO EXCEED $130,000 AGGREGATE
PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES
(ROSE ACRE FARMS INC. PROJECT) OF THE DES MOINES AREA
COMMUNITY COLLEGE, AND PROVIDING FOR THE DIVISION OF
TAXES LEVIED ON PROPERTY WHERE NEW JOBS ARE CREATED AS
A RESULT OF A NEW JOBS TRAINING PROGRAM.

WHEREAS, The Des Moines Area Community College (hereinafter
referred to as the "College"), is an area community college and a
body politic organized and existing under the laws of the State
of Iowa, and is authorized and empowered by Chapter 280B of the
Code of Iowa, as amended (hereinafter referred to as the "Act"),
to issue New Jobs Training Certificates and use the proceeds from
the sale of said Certificates to defray all or a portion of the
cost of a "New Jobs Training Program" as that term is defined in
the Act, including the program costs, the purpose of which is to
courage industry and trade to locate and expand within the
State of Iowa (the "State") in order to create jobs and employ-
ment opportunities and to improve the economic welfare of the
residents of the State; and

WHEREAS, the College has previously undertaken a New Jobs
Training Program with Rose Acre Farms Inc. (hereinafter referred
to as the "Company") and has issued its New Jobs Training Certif-
icate for the purpose of financing the costs of such program; and

WHEREAS, the College has undertaken negotiations with the
Company for the purpose of establishing an additional job train-
ing program (hereinafter referred to as the "Project") to educate
and train workers for new jobs with the Company at its facilities
located in the merged area served by the College, which Project
will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount neces-
sary to defray all or a portion of the cost of the Project,
including necessary expenses incidental thereto, will require the
issuance by the College of not to exceed $130,000 aggregate prin-
cipal amount of its New Jobs Training Certificates pursuant to
the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project
through the issuance of not to exceed $130,000 New Jobs Training
Certificates (Rose Acre Farms Inc. Project) of the College (the
"Certificates"); and
WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and

WHEREAS, the Project will be located, and the new jobs will be created at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, a Second Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide an expanded new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NEW —NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES
(ROSE ACRE FARMS INC. PROJECT)
OF THE DESMOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $130,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates. (Rose Acre Farms Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Rose Acre Farms Inc. in Winterset, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

Any person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors in determining to issue the certificates is final and conclusive, unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and for fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Helen M. Harris
Secretary of the Board of Directors

STATE OF IOWA

POLK COUNTY

SS.

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER (Daily) DES MOINES SUNDAY REGISTER newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

June 21, 1990

in Des Moines Sunday Register on ________

Subscribed and sworn to before me by said affiant this 24th day of July, 1990.

Mary F. Bradley
Notary Public in and for Polk County, Iowa

MARY F. BRADLEY
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(ROSE ACRE FARMS INC. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $130,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Rose Acre Farms Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Rose Acre Farms Inc. in Winterset, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $130,000 of New Jobs Training Certificates (Rose Acre Farms Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this Resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this Board of Directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Passed and approved this 13th day of June, 1990.

Attest:

[Signature]
Secretary of the Board of Directors

[Signature]
President of the Board of Directors
STATE OF IOWA )
COUNTY OF POLK )

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

\[Signature\]
Secretary of the Board of Directors

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INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Rose Acre Farms, Inc.
(Second Agreement)

Dated as of June 13, 1990

Relating to

Des Moines Area Community College
Job Training Certificates
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of March 14, 1990 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Rose Acre Farms, Inc. a(n) Indiana corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2 Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is a(n) Indiana corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce.

ARTICLE II

PROJECT: PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Plan For Rose Acre Farms, Inc." Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The terms of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.
Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

ARTICLE III
PAYMENTS: SECURITY

Section 3.1. Whether or not the amounts described in Section 2.4 are sufficient for such purpose, the Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments of principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.
Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: Lois M. Rust, President
Rose Acre Farms, Inc.
R.R. 5; P.O. Box 190
Seymour, Indiana 47274

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, upon the request of the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

ATTEST:

DES MOINES AREA COMMUNITY COLLEGE

By

ROSE ACRE FARMS, INC.
(Second Agreement)

By

Date: Lois M. Rust, President
TRAINING PLAN

FOR

ROSE ACRE FARMS, INC.

Prepared
by
Des Moines Area Community College
Economic Development Group
Peggy Cutlip, Senior Training Consultant
Paula Hembry, Secretary
March 14, 1990
A second agreement was signed with Rose Acre Farms because the first agreement signed more than four years ago was negotiated between persons no longer involved with either the company or college.

At that time Rose Acre Farms, Inc. of Seymour, Indiana employed 600 workers in eleven farm settings; three breeder farms, one hatchery and seven layer farms. These farms, located in North and South Indiana, house 8M birds with 70% production, or 5-1/2 M eggs per day, and have been labeled "egg farms of the future."

Rose Acre's Indiana construction division built two facilities in Iowa. A 358 acre parcel of land, previously known as the Bauer Farm on Highway 92 West of Winterset, will be the first site developed and called Winterset Egg Farm. This farm holds the Iowa office and 1.5 million pullet facility (birds are hatched in Indiana and transported to Iowa).

This second agreement covers the workforce for site 2 layer production located in Guthrie Center, Iowa and for the pullet raising farm to be located on the third parcel of land known as the Stuart layer production farm. This pullet raising farm will supply the Winterset egg farm and the Guthrie Center egg farm. Current planning projects construction of the Stuart layer farm in 1991.

Staff members of the Economic Development Group, Des Moines Area Community College, and Rose Acre Farms have developed this training plan and budget for 88 employees of the Guthrie Center egg production farm and 12 employees for the Stuart pullet raising farm.

All revisions required of this training plan must be approved by designated representatives of both Rose Acre Farms, Inc. and Des Moines Area Community College.
ROSE ACRE FARMS, INC.

TRAINING PLAN FOR NEW EMPLOYEES

General Training

1. Orientation to Rose Acre Farms, Inc.
2. An overview of the Rose Acre Farms Corporation - history, policies, procedures, and goals.

Job Specific Training

1. Management/Supervisory Skills
2. To develop the leadership potential of supervisors to ensure a more productive and stable work force.
Topics: Work teams, motivational activities, personal styles, coaching, challenges of peer supervision, and delegation.

Poultry Flock Management

Basic knowledge and skills required for topics as growth and maintenance of birds; handling, grading, storage and shipping eggs; mixing of feed ingredients; construction and maintenance of buildings and machinery.

Train-The-Trainer

A Train-The-Trainer session will be provided to all supervisory personnel to demonstrate proper on-the-job training techniques.

Communication Skills

Oral and written communication skills required for performances of job responsibilities, listening and problem solving will be included.

Professional Development

This segment is designed to increase literacy, technical and interpersonal skills of individual employees through seminars, workshops or classes.

On-The-Job Training

Employees will receive instruction, demonstration, guidance and experience regarding a specific job from a supervisor during the job learning process. Depending on the complexity of the job, the total hours approved for half salary reimbursement to Rose Acre Farms will vary according to the Dictionary of Occupational Titles (DOT)
ROSE ACRE FARMS, INC.

BUDGET SUMMARY FOR TRAINING PROGRAM

The budget for Rose Acre Farms, Inc., represents an expenditure of $101,840 for development and delivery of identified training activities, supplies, and materials. Revision of this budget is allowable if both parties consent. A revised budget with signatures of college and company representatives will be filed with original training plan.

Training equipment and materials $12,000.00
Training of New Employees 39,840.00
On the Job Training 50,000.00

Anticipated date for hiring May 1990
Anticipated start date of training July 1990
Anticipated completion date of training Fall 1991
The training fund is generated by a credit to a new job withholding taxes and the use of incremental property taxes under the provisions of HF 623, Iowa Code 280B.

The training fund of $101,840.00 is budgeted as follows:

Training Equipment and Materials $12,000.00
- Development & Production of Employee Manual $4,000.00
- Library Materials/Purchased videos 3,000.00
- Training Equipment purchase & lease 5,000.00

Training for New Employees $39,840.00
- Group Training
  - RAF Trainers 10,098.00
  - Sub-Contracted Trainers 16,000.00
  - Travel 5,742.00
  - Professional Development Training 8,000.00

On the Job Training $50,000.00

Upon receipt of the proper documentation, reimbursement to all providers of training and training materials that meet the guidelines of HF 623 will be made on a monthly basis, unless otherwise agreed to by both parties of the agreement.
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 9:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVere Bendixen, Eldon Leonard

Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning a New Jobs Training Agreement between the College and Tone Brothers, Inc. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a First Addendum to New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, Directing the Publication of a Notice of Intention to Issue Not to Exceed $130,000 Aggregate Principal Amount of New Jobs Training Certificates (Tone Brothers, Inc. Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * *

[Signature]
President of the Board of Directors

Attest:

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECU-
TION AND DELIVERY OF A FIRST ADDENDUM TO NEW JOBS
TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE
TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW
JOBS TRAINING CERTIFICATES, DIRECTING THE PUBLICATION
OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED
$130,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAIN-
ING CERTIFICATES (TONE BROTHERS, INC. PROJECT) OF THE
DES MOINES AREA COMMUNITY COLLEGE, AND PROVIDING FOR
THE DIVISION OF TAXES LEVIED ON PROPERTY WHERE NEW JOBS
ARE CREATED AS A RESULT OF A NEW JOBS TRAINING PROGRAM.

WHEREAS, The Des Moines Area Community College (hereinafter
referred to as the "College"), is an area community college and a
body politic organized and existing under the laws of the State
of Iowa, and is authorized and empowered by Chapter 280B of the
Code of Iowa, as amended (hereinafter referred to as the "Act"),
to issue New Jobs Training Certificates and use the proceeds from
the sale of said Certificates to defray all or a portion of the
cost of a "New Jobs Training Program" as that term is defined in
the Act, including the program costs, the purpose of which is to
encourage industry and trade to locate and expand within the
State of Iowa (the "State") in order to create jobs and employ-
ment opportunities and to improve the economic welfare of the
residents of the State; and

WHEREAS, the College has previously undertaken a New Jobs
Training Program with Tone Brothers, Inc. (hereinafter referred
to as the "Company") and has issued its New Jobs Training Certif-
icates for the purpose of financing the costs of such program; and

WHEREAS, the College has undertaken negotiations with the
Company for the purpose of establishing an expanded job training
program (hereinafter referred to as the "Project") to educate and
train workers for new jobs with the Company at its facilities
located in the merged area served by the College, which Project
will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount neces-
sary to defray all or a portion of the cost of the Project,
including necessary expenses incidental thereto, will require the
issuance by the College of not to exceed an additional $130,000
aggregate principal amount of its New Jobs Training Certificates
pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project
through the issuance of not to exceed an additional $130,000 New
Jobs Training Certificates (Tone Brothers, Inc. Project) of the
College (the "Certificates"); and
WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and

WHEREAS, the Project will be located, and the new jobs will be created at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, a First Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth i Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide an expanded new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $130,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Tone Brothers, Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Tone Brothers, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors is final and conclusive unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization and issuance of the certificates, and on and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Helen M. Harris
Secretary of the Board of Directors

STATE OF IOWA
POLK COUNTY

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

June 21, 1990

in Des Moines Sunday Register on

Subscribed and sworn to before me by said affiant this 24th day of July 1990.

Notary Public in and for Polk County, Iowa

Mary F. Bradley

Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(TONE BROTHERS, INC. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $130,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Tone Brothers, Inc. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Tone Brothers, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the First Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said First Addendum to Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said First Addendum to Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $130,000 of New Jobs Training Certificates (Tone Brothers, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this Resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this Board of Directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.
Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

President of the Board of Directors

Attest:

Secretary of the Board of Directors
STATE OF IOWA  )
COUNTY OF POLK  )

I, Helen M. Harris, Secretary of the Board of Directors of
the Des Moines Area Community College, do hereby certify that I
have in my possession or have access to the complete corporate
records of said College and of its Board of Directors and offic­
ers; and that I have carefully compared the transcript hereto
attached with the aforesaid corporate records and that said tran­
script hereto attached is a true, correct and complete copy of
all of the corporate records showing the action taken with
respect to the matters set forth therein by the Board of Direc­
tors of said College on June 13, 1990, which proceedings remain
in full force and effect, and have not been amended or rescinded
in any way; that such meeting was duly and publicly held in
accordance with the Notice of Meeting and tentative agenda, a
copy of which was timely served on each member of the Board of
Directors and posted on a bulletin board or other prominent place
easily accessible to the public and clearly designated for that
purpose at the principal office of the Board of Directors (a copy
of the face sheet of said agenda being attached hereto) pursuant
to the rules of the Board of Directors and the provisions of
Chapter 21, Code of Iowa, as amended, upon reasonable advance
notice to the public and media at least twenty-four (24) hours
prior to the commencement of the meeting as required by said law
and with members of the public in attendance. I further certify
that the individuals named in the attached proceedings were on
the date thereof duly and lawfully possessed of their respective
offices as indicated therein, that no Board of Directors vacan­
cies existed except as may be stated in said proceedings, and
that no controversy or litigation is pending, prayed or threat­
ened involving the organization, existence or boundaries of the
College or the right of the individuals named therein as officers
to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

Secretary of the Board of
Directors

FM:356.89
Mail 1st payment stub with your check by Sept. 30.
Mail 2nd payment stub with your check by March 31.

IF PAYING FULL YEAR TAX MAIL BOTH STUBS BELOW WITH YOUR CHECK.

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RETAIL THE TOP PORTION OF THIS STATEMENT FOR YOUR RECORDS.
RECEIPTS WILL NOT BE RETURNED.
YOUR CHECK IS PROOF OF PAYMENT.

REAL ESTATE 1987/88

ASSESSED HERE: 110. 04162001002

BEG 25F S & 760F E NW COR THN E 317.2F S 350F SWLY TO PT 405F E OF NW COR LT 1 NEW INDUSTRY INC THN W 405F N 94.1F E 55F NELY TO PT 180 S OF, BEG N 180F TO BEG, W 1/2 SE 1/4, SEC 24-79-24

METRO JACOBSON, DEVLP VENTURE
BOX 224
DES MOINES IA 50301
**TAX STATEMENT**

RETAIN THE TOP PORTION OF THIS STATEMENT FOR YOUR RECORDS.

RECEIPTS WILL NOT BE RETURNED. YOUR CHECK IS PROOF OF PAYMENT.

Mail 1st payment stub with your check by Sept 30. **DUE SEPT. 30**
Mail 2nd payment stub with your check by March 31.

**IF PAYING FULL YEAR TAX MAIL BOTH STUBS BELOW WITH YOUR CHECK.**

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**DELINQUENT SEPTEMBER 30, 1987**

**Metro Jacobson, Devlp Venture**

**Box 224**

**Des Moines, IA 50301**
This Final Addendum to an Industrial New Jobs Training Agreement is made and entered into as of May 22, 1990, between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Tone Brothers, Inc. (the "Employer") under the following circumstances:

WHEREAS, the Area School and Employer entered into an Industrial New Jobs Training Agreement (the "Agreement") as of March 17, 1989, for the purpose of establishing a New Jobs Training Program (the "Training Program") to train certain persons employed by the Employer for new jobs at its facilities within the Merged Area; and,

WHEREAS, the Area School and the Employer have agreed that the Training Program and Agreement are satisfactory and that additional training should be undertaken as a part of the Training Program in connection with additional jobs to be added by the Employer.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL REPRESENTATIONS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Area School and the Employer will train an additional 48 employees as a part of the Training Program.

2. The training procedure and project guidelines shall be governed by the original Agreement.

3. The Area School and the Employer have cooperated in developing the attached budget and training plan for this Addendum and agree that it shall govern the expanded Training Program.

4. The Area School and the Employer agree to extend the original training period from March 17, 1991 to March 17, 1992.

5. Except as modified herein, the Area School and the Employer reaffirm the terms and provisions of the Agreement and agree that all such terms and provisions shall apply to the expanded Training Program referred to herein and to any New Jobs Training Certificates issued in order to fund the expanded Training Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this First Addendum to be duly executed as of the date hereinabove written.
TRAINING PLAN
for
TONE BROTHERS, INC.
ADDENDUM #1

Prepared by:
Des Moines Area Community College
Economic Development Group
Norm Luiken, Training Consultant
Tone Brothers, Inc.
John Quade, Manager Training & Development
April 30, 1990
TONE BROTHERS, INC.

Addendum #1

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TONE BROTHERS, INC.

Addendum #1

Introduction

Tone's History

Tone Brothers, Inc. was founded in March, 1873, by brothers Jehiel and I.E. Tone as a coffee and spice business.

Tone Brothers was the first company west of the Mississippi to process and sell coffee.

In 1894, the Tones hit upon the idea of packing coffee ready-roasted, though still whole. Then came grinding and later Jay Tone Sr., developed and patented the pressure pack coffee can.

Jay Tone, Sr. pioneered and developed the first circulation extract percolator which was patented and is in wide use in the extract and pharmaceutical industries.

Tone Brothers was the first to sell pure ground black pepper and in the late 1880's decided to package small amounts of straight unadulterated pepper for consumer package buying. The spurt in business led the company to package fine pure cinnamon in the same manner. By 1900, bulk containers for spice and coffee were practically non-existent.

By 1974, the Company had seen the loss of some Iowa customers to much larger competitors. Moreover, the Company had left the coffee business in 1970. As a result, the Company was dependent solely on the spice business and this business was heavily concentrated with three customers. It became evident that a change in operating strategy was required.

The course quickly decided upon to get the business growing and to reduce its dependence on a few customers was: Do something different and better than the much larger competitors, but continue to concentrate on spices and flavors. The second decision was to look particularly carefully for places where Tone’s could make its product or program sufficiently better so that it would achieve a significant position in the national market.

Growth in the Food Service division was a result. Food Service was built around the concept of a system to fulfill the needs of food service distributors and chefs. This business grew from very little to become the largest single division of the Company in 1985.
Tone's developed a unique cryogenic grinding system early in 1982. Tone's immediately switched from traditional ambient grinding to cryogenic. At that time, it was decided that new packaging that would preserve this new freshness needed to be developed.

In late 1982, after some market testing, a revolutionary, clear plastic package was introduced into the food service market. This container featured the first hermetic seal that kept air and moisture out of this product.

After considerable investment of resources, Tone's introduced a new concept for the delivery of spices to the retail market. Key national customers such as Lucky Stores and Winn Dixie tested and subsequently took on the new Tone's products.

In 1985, Tone's moved packaging, distribution, customer service and accounting into a new plant on McDonald Avenue. This new facility is believed to be the most modern factory of its kind in the world.

In 1987, Tone's management recognized the need for a well trained, versatile work force to meet global competition. Training for the future has become a major priority.

Growing markets in late 1988 prompted plans for an expanded technical service facility, several new packaging lines and an additional nitrogen mill. Total floor space was expanded by 30% as well. Training plans were made for an additional 45 employees.

Tone's currently markets in the United States, Canada, Japan, Saudi Arabia, Hong Kong, Ireland and Australia.

The enclosed training plan implemented through this agreement will allow unique, one-time training development to boost the Tone's training commitment to maturity much earlier than anticipated.

Des Moines Area Community College staff, in cooperation with Tone Brothers, Inc. staff, have prepared the following plan to train 48 new employees.
I. General
   A. Pre-employment Assessment
      1. Job Analysis
      2. Job Descriptions
      3. Workplace Literacy
   B. Orientation
      1. Employee Procedures
      2. Company Goals
      3. Company Policies
   C. General Safety
   D. Product Knowledge
      1. Identification
      2. Terminology

II. Job Specific
   A. Computer Aided Design
   B. Computer Aided Manufacturing
   C. Electronics
   D. Equipment Maintenance
   E. Fork Lift
   F. Hazardous Materials
   G. Industrial Math
   H. Machining Process
   I. Pneumatics & Hydraulics
   J. Programmable Logic Control
   K. Robotics
   L. Safety and First Aid
   M. Welding
   N. Basic Electricity
   O. Statistical Process Control
   P. Train the Trainer

III. Office Training
   A. Computer Training
   B. Customer Service
   C. Data Entry
   D. Keyboarding
   E. Telephone Techniques
   F. Recordkeeping & Storage
IV. Management/Supervisory Skills
A. Communication Management
B. Conflict Resolution
C. Just-In-Time Strategies
D. Materials Requirement Planning
E. Manufacturing Resource Planning II
F. People Management
G. Performance Management
H. Statistical Process Control
I. Stress Management
J. Supervisor as a Trainer
K. Supervisory Skills
L. Team Building
M. Time Management
N. CIM

V. Professional Development
A. Seminars
B. Work Shops

VI. Equipment Specific Training
A. Operation
B. Set-up and Change-over
C. PM/Maintenance
D. Safety

VII. Manuals
A. Process
B. Procedure
C. Safety
D. Product Terminology
E. Employee Handbook

VIII. Videos
A. Job Specific
B. Orientation
C. Safety

IX. On-the-Job Training

Various employees will receive instruction, demonstration, guidance, and hands-on practice on an individual basis from a supervisor during the job learning process. Depending on the complexity of the job, the total hours approved for half salary reimbursement to $49,255 will vary according to the Dictionary of Occupational Titles (DOT).
### Summary of New Jobs

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Number of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Maintenance/Electrician</td>
<td>2</td>
</tr>
<tr>
<td>Warehouseperson</td>
<td>5</td>
</tr>
<tr>
<td>Packaging Line Technician</td>
<td>4</td>
</tr>
<tr>
<td>Packaging Line Operator</td>
<td>15</td>
</tr>
<tr>
<td>Porter</td>
<td>2</td>
</tr>
<tr>
<td>Stockroom Controller</td>
<td>1</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>1</td>
</tr>
<tr>
<td>Food Technologist</td>
<td>1</td>
</tr>
<tr>
<td>Lab Technician</td>
<td>3</td>
</tr>
<tr>
<td>Accounting Analyst</td>
<td>1</td>
</tr>
<tr>
<td>Receiving/Traffic Auditor</td>
<td>1</td>
</tr>
<tr>
<td>National Sales Manager</td>
<td>1</td>
</tr>
<tr>
<td>Clerk</td>
<td>1</td>
</tr>
<tr>
<td>Engineer</td>
<td>1</td>
</tr>
<tr>
<td>Administrative Aid</td>
<td>2</td>
</tr>
<tr>
<td>Quality Assurance Auditor</td>
<td>1</td>
</tr>
<tr>
<td>Micro Systems Programmer</td>
<td>1</td>
</tr>
<tr>
<td>Material Handler</td>
<td>3</td>
</tr>
<tr>
<td>Working Foreman</td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>48</strong></td>
</tr>
</tbody>
</table>
The budget for 1989-90 represents an expenditure of $98,511 for all forms of training.

I. Individual and Group Training
   A. Initial Orientation Training
   B. Follow-up Orientation Training
   C. Basic Job Preparation Training
   D. Job Specific Training

II. On-the-Job Training

TOTAL

Estimated Revenue Sources - New Jobs Training Funds

HF623: $98,511.00
The source of the training funds is from new job credit from withholding under the provisions of HF623, Iowa Code 280B.

The use of incremental property taxes under the provisions of HF623, Iowa Code 280B.

The training budget is $98,511

<table>
<thead>
<tr>
<th>I. Orientation</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>A. Program Maintenance</td>
<td>$500</td>
</tr>
<tr>
<td>B. Delivery</td>
<td>2500</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>II. Job Specific</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Computer Aided Design</td>
<td>$500</td>
</tr>
<tr>
<td>B. Computer Aided Manufacturing</td>
<td>100</td>
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<tr>
<td>C. Electronics</td>
<td>800</td>
</tr>
<tr>
<td>D. Equipment Maintenance</td>
<td>1000</td>
</tr>
<tr>
<td>E. Fork Lift</td>
<td>1200</td>
</tr>
<tr>
<td>F. Hazardous Materials</td>
<td>500</td>
</tr>
<tr>
<td>G. Industrial Math</td>
<td>300</td>
</tr>
<tr>
<td>H. Machining Process</td>
<td>500</td>
</tr>
<tr>
<td>I. Pneumatics &amp; Hydraulics</td>
<td>500</td>
</tr>
<tr>
<td>J. Programmable Logic Control</td>
<td>200</td>
</tr>
<tr>
<td>K. Robotics</td>
<td>200</td>
</tr>
<tr>
<td>L. Safety and First Aid</td>
<td>1000</td>
</tr>
<tr>
<td>M. Welding</td>
<td>500</td>
</tr>
<tr>
<td>N. Basic Electricity</td>
<td>200</td>
</tr>
<tr>
<td>O. Statistical Process Control</td>
<td>4000</td>
</tr>
<tr>
<td>P. Train the Trainer</td>
<td>1000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>III. Office Training</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Computer Training</td>
<td>$2500</td>
</tr>
<tr>
<td>B. Customer Service</td>
<td>100</td>
</tr>
<tr>
<td>C. Data Entry</td>
<td>100</td>
</tr>
<tr>
<td>D. Keyboarding</td>
<td>100</td>
</tr>
<tr>
<td>E. Telephone Technique</td>
<td>100</td>
</tr>
<tr>
<td>F. Recordkeeping &amp; Storage</td>
<td>100</td>
</tr>
</tbody>
</table>
IV. Management/Supervisory Skills $5950
   A. Communication Management $ 500
   B. Conflict Resolution 500
   C. Just-In-Time Strategies 250
   D. Materials Requirement Planning 250
   E. Manufacturing Resource Planning II 250
   F. People Management 250
   G. Performance Management 250
   H. Statistical Process Control 1500
   I. Stress Management 100
   J. Supervisor as a Trainer 200
   K. Supervisory Skills 1000
   L. Team Building 500
   M. Time Management 200
   N. CIM 200

V. Professional Development $12,000
   A. Seminars $9000
   B. Work Shops 3000

VI. Equipment Specific Training $ 800
   A. Operation $ 200
   B. Set-up and Change-over 200
   C. PM/Maintenance 200
   D. Safety 200

VII. Manuals $5000
   A. Maintenance $2500
   B. Up-grade 2500

VIII. Videos $6926
   A. Equipment $1926
   B. Tapes 5000

IX. On-the-Job Training $49,255

TOTAL ESTIMATED TRAINING EXPENSES $98,511

Anticipated Start Date of Training - 01/01/89
Anticipated Completion Date of Training - 12/31/91

Upon receipt of the proper documentation, reimbursement to all providers of training that meet the guidelines of HF623 will be on a monthly basis, unless otherwise agreed to by both parties of the agreement.
ATTACHMENT #8
Regular Meeting
June 13, 1990

Ankeny, Iowa
June 13, 1990

The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990, at 4:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVeré Bendixen, Eldon Leonard, Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning a New Jobs Training Agreement between the College and Vermeer Manufacturing Company. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a Second Addendum to New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, Directing the Publication of a Notice of Intention to Issue Not to Exceed $315,000 Aggregate Principal Amount of New Jobs Training Certificates (Vermeer Manufacturing Company Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * *

President of the Board of Directors

Attest:
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECU-
TION AND DELIVERY OF A SECOND ADDENDUM TO NEW JOBS
TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE
TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW
JOBS TRAINING CERTIFICATES, DIRECTING THE PUBLICATION
OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED
$315,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAIN-
ING CERTIFICATES (VERMEER MANUFACTURING COMPANY
PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE, AND
PROVIDING FOR THE DIVISION OF TAXES LEVIED ON PROPERTY
WHERE NEW JOBS ARE CREATED AS A RESULT OF A NEW JOBS
TRAINING PROGRAM.

WHEREAS, The Des Moines Area Community College (hereinafter
referred to as the "College"), is an area community college and a
body politic organized and existing under the laws of the State
of Iowa, and is authorized and empowered by Chapter 280B of the
Code of Iowa, as amended (hereinafter referred to as the "Act"),
to issue New Jobs Training Certificates and use the proceeds from
the sale of said Certificates to defray all or a portion of the
cost of a "New Jobs Training Program" as that term is defined in
the Act, including the program costs, the purpose of which is to
encourage industry and trade to locate and expand within the
State of Iowa (the "State") in order to create jobs and employ-
ment opportunities and to improve the economic welfare of the
residents of the State; and

WHEREAS, the College has previously undertaken a New Jobs
Training Program with Vermeer Manufacturing Company (hereinafter
referred to as the "Company") and has issued its New Jobs Train-
ing Certificates for the purpose of financing the costs of such
program; and

WHEREAS, the College has undertaken negotiations with the
Company for the purpose of establishing an expanded job training
program (hereinafter referred to as the "Project") to educate and
train workers for new jobs with the Company at its facilities
located in the merged area served by the College, which Project
will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount neces-
sary to defray all or a portion of the cost of the Project,
including necessary expenses incidental thereto, will require the
issuance by the College of not to exceed an additional $315,000
aggregate principal amount of its New Jobs Training Certificates
pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project
through the issuance of not to exceed an additional $315,000 New
Jobs Training Certificates (Vermeer Manufacturing Company
Project) of the College (the "Certificates"); and
WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and

WHEREAS, the Project will be located, and the new jobs will be created at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, a Second Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide an expanded new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER (Daily) and the Des Moines Sunday Register newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

June 21, 1990

in Des Moines Sunday Register on

Subscribed and sworn to before me by said affiant this 24th day of


Mary F. Bradley
Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(VERMEER MANUFACTURING COMPANY PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $315,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Vermeer Manufacturing Company Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Vermeer Manufacturing Company in Pella, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Second Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Second Addendum to Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Second Addendum to Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $315,000 of New Jobs Training Certificates (Vermeer Manufacturing Company Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto, each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this Resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this Board of Directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.
Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA  
COUNTY OF POLK  

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

[Signature]

Secretary of the Board of Directors

SE3:E2015706.90

FM: 356.89
Marion, State of Iowa, to-wit: Commencing at the SW corner of Lot 13 in the Survey and Subdivision of the SE\(\frac{1}{4}\) of Section 11, Township 76 North, Range 18 West of the 5th P.M.:
thence North along the West boundary line of said Lot 13 672.54 feet, thence East to the East boundary line of said Lot 13, thence South to the SE corner of said Lot 13, thence West along the South boundary line of said Lot 13, to the point of beginning.

The East One-half of the SE\(\frac{1}{4}\) of the NW\(\frac{1}{4}\); the SW\(\frac{1}{4}\) of the NE\(\frac{1}{4}\); and the North 14 chains of the SE\(\frac{1}{4}\), all in Section 1, Township 76 North, Range 18 West of the 5th p.m., Marion County, Iowa.

Lot 9 in the Survey and Subdivision of the SE\(\frac{1}{4}\), also part of the SE\(\frac{1}{4}\) of the SW\(\frac{1}{4}\), commencing at the SE corner thereof, thence North 15.70 chains, thence West 12.73 chains, thence South 15.70 chains, thence East 12.73 chains to beginning; all being and lying in Section 1, Township 76 North, Range 18 West of the 5th P.M., excepting therefrom the following portion thereof: Beginning at the South \(\frac{1}{4}\) corner of Section 1, Township 76 North, Range 18 West of the 5th P.M., thence East 180.0 feet, thence North 280.0 feet, thence West 230.0 feet, thence South 280.0 feet, thence East 50.0 feet to the point of beginning; subject to the present established road along the South side thereof.

The Northeast Quarter of the Southwest Quarter; and the South 19 acres of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, except commence at the Southeast Corner thereof, thence North 15.70 chains, thence West 12.73 chains, thence South 15.70 chains, thence East 12.73 chains to the place of beginning, all in Section 1, Township 76 North, Range 18 West of the Fifth P.M., Marion County, Iowa.
This Final Addendum to an Industrial New Jobs Training Agreement is made and entered into as of May 4, 1990, between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Vermeer Manufacturing Company (the "Employer") under the following circumstances:

WHEREAS, the Area School and Employer entered into an Industrial New Jobs Training Agreement (the "Agreement") as of May 4, 1988, for the purpose of establishing a New Jobs Training Program (the "Training Program") to train certain persons employed by the Employer for new jobs at its facilities within the Merged Area; and,

WHEREAS, the Area School and the Employer have agreed that the Training Program and Agreement are satisfactory and that additional training should be undertaken as a part of the Training Program in connection with additional jobs to be added by the Employer.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL REPRESENTATIONS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Area School and the Employer will train an additional 150 employees as a part of the Training Program.

2. The training procedure and project guidelines shall be governed by the original Agreement.

3. The Area School and the Employer have cooperated in developing the attached budget and training plan for this Addendum and agree that it shall govern the expanded Training Program.

4. The Area School and the Employer agree to extend the original training period from July 1, 1990 to June 30, 1992.

5. Except as modified herein, the Area School and the Employer reaffirm the terms and provisions of the Agreement and agree that all such terms and provisions shall apply to the expanded Training Program referred to herein and to any New Jobs Training Certificates issued in order to fund the expanded Training Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this First Addendum to be duly executed as of the date hereinabove written.

ATTEST: Helen M. Harris

ATTEST: Thomas M. Dickey

DES MOINES AREA COMMUNITY COLLEGE

VERMEER MANUFACTURING COMPANY

Name of Company

EDG-4
TRAINING PLAN

FOR

VERMEER MANUFACTURING COMPANY

Addendum #2

5 Year Agreement

May 22, 1990
Prepared by
Des Moines Area Community College
Economic Development Group
Norm Luiken, Training Consultant
Vermeer Manufacturing Company
Richard Vander Laan
VERMEER MANUFACTURING COMPANY - Addendum #2
5 Year Agreement

TABLE OF CONTENTS

Introduction .......................................................... 1
Individual and Group Training Units ......................... 2
On-the-Job Training .................................................. 4
New Jobs Summary .................................................... 5
Budget Summary ....................................................... 6
Estimated Budget ...................................................... 7
Vermeer Manufacturing Company is located in rural Pella, Iowa. Vermeer, which began in 1948 with its inventive young farmer founder, Mr. Gary Vermeer, has grown to a major manufacturer of agricultural machinery, industrial equipment, and tree equipment with a worldwide market. Their initial expansion included a five year OEM contract (with strong potential for continuance) and a new product for their industrial line, an earth compactor.

Addendum #2 expansion is an increase in new equipment and additions to the new division now known as Vermeer SP (Special Products). This is a family controlled company, but also a company that has chosen their planning strategy well over the years to provide solid growth.

Training will consist of new employee orientation and job specific training provided by carefully planned special schools and training sessions within and outside the company's various plants. Continued emphasis will be made on safety with management strategies such as Team Problem Solving (SPC) and Just-In-Time programming a part of this training package. Additionally, the company will use an on-the-job training component with OJT trainer course work and documentation procedures to enhance this training.

Des Moines Area Community College staff, in cooperation with Vermeer Manufacturing Company staff, have prepared the following plan to train new employees.
TRAINING PLAN FOR NEW EMPLOYEES

I. General
   A. Orientation
      1. Employee Procedures
      2. Company Goals
      3. Company Policies
   B. General Safety
   C. Product Knowledge
      1. Identification
      2. Terminology

II. Job Specific
   A. Blueprint Reading
   B. Lift Truck Instruction
   C. Hazardous Materials - Emergency Response Training
      (Emphasis)
   D. Industrial Math
   E. Machining Processes
   F. Pneumatics & Hydraulics
   G. Programmable Logic Control
   H. Robotics
   I. Safety - Machinery Specific
   J. Welding
   K. Drug Awareness and Responsibility
   L. Lock-Out/Tag-Out Procedures

III. Office Training
   A. Business English
   B. Business Communication
   C. Computer Training
   D. Customer Service
   E. Keyboarding
   F. Proofreading
   G. Telephone Techniques
   H. Record keeping & Storage
IV. Management/Supervisory Skills

A. Communication Management
B. Conflict Resolution
C. Just-In-Time Strategies
D. Manufacturing Resource Planning II
E. Performance Management
F. Statistical Process Control (SPC)
G. Supervisor as a Trainer
H. Supervisory Skills
I. Team Building
J. Time Management

V. Professional Development

A. Seminars
B. Work Shops
Various employees will receive instruction, demonstration, guidance, and hands-on practice on an individual basis from a supervisor during the job learning process.

Depending on the complexity of the job, the total hours approved for half salary reimbursement to Vermeer Manufacturing Company will vary according to the Dictionary of Occupational Titles (DOT).

The on-the-job training programs designed and administered by Vermeer Manufacturing Company will dictate and continue even though the training according to the DOT may not be eligible for salary reimbursement.
<table>
<thead>
<tr>
<th>Job Description</th>
<th>Number Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Foreman</td>
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</tr>
<tr>
<td>Sales Persons</td>
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<tr>
<td>Project Engineer</td>
<td>4</td>
</tr>
<tr>
<td>Designers</td>
<td>3</td>
</tr>
<tr>
<td>Security</td>
<td>3</td>
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<tr>
<td>Engineering Tech</td>
<td>5</td>
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<tr>
<td>Maintenance Tech</td>
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<td>Production Painters</td>
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<td>Shipping &amp; Receiving</td>
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<tr>
<td>Machine Operator</td>
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<tr>
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<tr>
<td>Accounting Clerks</td>
<td>5</td>
</tr>
<tr>
<td>Advertising/Publications</td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
The budget for Vermeer Manufacturing Company represents an expenditure of $232,484.00.

I. Individual and Group Training $120,484
   A. General New Employee Orientation
   B. Video Productions
   C. Production Technician Training
   D. Corporate Strategies and Imperatives

II. On-The-Job Training $112,000
   TOTAL: $232,484

Estimated Revenue Sources - New Jobs Training Program Funds

Anticipated start date for training is July 1990.
Anticipated completion date for training is July 1992.

Upon receipt of the proper documentation, reimbursement to all providers of training that meet the guidelines of HF 623 will be made on a quarterly basis.
VERMEER MANUFACTURING COMPANY – Addendum #2

ESTIMATED BUDGET

Individual and Group Training

I. Development $ 9,400
   Vermeer Mfg. staff $ 7,200
   Technical Writers $ 1,400
   Development Materials $ 800

II. Instructional Materials/Resources $ 77,200
   Video Productions $32,000
   (videos)
   Purchased video tapes $10,800
   and materials
   Special Management $30,200
   Programs (SPC, JIT, etc.)
   Associated Materials/ Supplies $ 4,200

III. Instructional Equipment $ 1,084

IV. Instruction $ 32,800
   Vermeer Mfg. staff $ 8,000
   Other staff $14,000
   Individualized Instruct. $10,800
   Specialized Training
   Workshop Courses; etc.

V. On-The-Job Training $112,000

TOTAL: $232,484
The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of June, 1990 at 4:00 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Eldon Leonard,
Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning an Addendum to the previously approved new jobs training agreement between the College and Principal Mutual Life Insurance Company. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a Third Addendum to New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates and Directing the Publication of a Notice of Intention to Issue Not to Exceed $320,000 Aggregate Principal Amount of New Jobs Training Certificates (Principal Mutual Life Insurance Company Project) of the Des Moines Area Community College"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf
Nays: NONE

Whereupon, the President declared said Resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * *

[Signature]
President of the Board of Directors

Attest:
[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A THIRD ADDENDUM TO NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $320,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (PRINCIPAL MUTUAL LIFE INSURANCE COMPANY PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, The Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has previously undertaken a New Jobs Training Program with Principal Mutual Life Insurance Company (hereinafter referred to as the "Company") and has issued its New Jobs Training Certificates for the purpose of financing the costs of such program; and

WHEREAS, the College has undertaken negotiations with the Company for the purpose of establishing an expanded job training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed an additional $320,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an additional $320,000 New Jobs Training Certificates (Principal Mutual Life Insurance Company Project) of the College (the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the
Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, a Third Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide an expanded new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
STATE OF IOWA
POLK COUNTY

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $200,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Principal Mutual Life Insurance Company Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Principal Mutual Life Insurance Company in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors to issue the Certificates. This appeal shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Helen M. Harris
Secretary of the Board of Directors

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk

of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

__________________________
June 21, 1990

in Des Moines Sunday Register on

__________________________

Subscribed and sworn to before me by said affiant this 24th day of

__________________________
July 1990

Mary J. Bradley
Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(PRINCIPAL MUTUAL LIFE INSURANCE COMPANY PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $320,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Principal Mutual Life Insurance Company Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Principal Mutual Life Insurance Company in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Third Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Third Addendum to Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Third Addendum to Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $320,000 of New Jobs Training Certificates (Principal Mutual Life Insurance Company Project), the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA )
) SS:
COUNTY OF POLK )

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

Helen M. Harris
Secretary of the Board of Directors

FM:353.89
This Final Addendum to an Industrial New Jobs Training Agreement is made and entered into as of June 13, 1990, between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Principal Mutual Life Insurance Company (the "Employer") under the following circumstances:

WHEREAS, the Area School and Employer entered into an Industrial New Jobs Training Agreement (the "Agreement") as of Oct 19, 1967, for the purpose of establishing a New Jobs Training Program (the "Training Program") to train certain persons employed by the Employer for new jobs at its facilities within the Merged Area; and,

WHEREAS, the Area School and the Employer have agreed that the Training Program and Agreement are satisfactory and that additional training should be undertaken as a part of the Training Program in connection with additional jobs to be added by the Employer.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL REPRESENTATIONS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Area School and the Employer will train an additional 200 employees as a part of the Training Program.

2. The training procedure and project guidelines shall be governed by the original Agreement.

3. The Area School and the Employer have cooperated in developing the attached budget and training plan for this Addendum and agree that it shall govern the expanded Training Program.

4. The Area School and the Employer agree to the original training period from ______/y/t______ to ______/y/t______

5. Except as modified herein, the Area School and the Employer reaffirm the terms and provisions of the Agreement and agree that all such terms and provisions shall apply to the expanded Training Program referred to herein and to any New Jobs Training Certificates issued in order to fund the expanded Training Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this First Addendum to be duly executed as of the date hereinabove written.

[Signatures]

DES MOINES AREA COMMUNITY COLLEGE

Principal Mutual Life

Name of Company

By

ATTEST:

5/17/90

ATTEST:

5/17/90
TRAINING PLAN
FOR
PRINCIPAL MUTUAL LIFE INSURANCE
ADDENDUM III

Prepared
by
Des Moines Area Community College
Economic Development Group
Pam Van Ast, Senior Training Consultant
964-6394
Principal Mutual Life Insurance Company is an insurance/financial institution, with the home office located in Des Moines, Iowa. It is one of Iowa's largest employers and has had continued growth over the past several years.

The original training plan addressed the training needs for 350 employees. Addenda I and II addressed the training needs of 400 additional employees. Addendum III will address the training needs of 200 additional employees.

Des Moines Area Community College staff, in cooperation with Principal staff, have prepared the following plan.

Training will consist of classroom instruction, the development of computer based training, and the maintenance of computer assisted training for improving keyboard productivity. A project management curriculum and manual will also be developed.

In addition basic skills development will be expanded. A hiring initiative targeted at a high risk population will begin in the fall of 1990. New employees will be assessed and scheduled into classes in the areas of math, reading, grammar, and communication. Placement in classes and length of time spent will depend on individual assessment scores.
I. Classroom instruction -
The following classes are scheduled for new employees on a regular basis.

A. Employee orientation  
B. In-depth orientation  
C. Customer service skills  
D. Medical terminology  
E. Number skills  
F. Speed reading  
G. Business letter writing  
H. English grammar and usage seminar  
I. Assertiveness training  
J. Basic skills  
K. Train the trainer

External consultants will be utilized as needed in job specific training.

II. Development of computer based training -
Individual computer based training courses will be developed to meet the changing needs of the company. The Phoenix System will be utilized.

III. Keyboard Productivity Training -
Software training programs have been leased to increase the speed and accuracy of keyboarding skills. This agreement will cover the maintenance of the system.

IV. Project Management -
External consultants will assess various departments to develop a project management system for the company. Manuals will be developed with department specific information. Following the development of the manuals, Train the Trainer sessions will be scheduled to implement the system.
The source of training funds is new jobs credit from withholding, under the provision of Chapter 280B, Iowa Code.

The total budget is: $264,043

INSTRUCTIONAL COSTS

- Project Management Development $125,000
- Classroom Instruction materials, video programs $50,000
- Maintenance of Keyboard Productivity Software $32,000
- Computer assisted instruction $57,043

TOTAL ESTIMATED EXPENDITURES: $264,043

The dates of training will be June 1, 1990 through July 1, 1992.
The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, met in regular session on the 13th day of June, 1990 at four p.m., in the Board Room of the Administration Building at the College in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Eldon Leonard,

Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning new jobs training programs involving the College and the companies referred to in the attached resolution and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Directing the Publication of a Notice of Intention to Issue Not to Exceed $2,835,000 Aggregate Principal Amount of New Jobs Training Certificates and Calling a Public Hearing on the Proposal to Issue said Bonds", and moved its adoption. The motion was seconded by Board Member N. Wolf. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * * *

Susan Clouser, President of the Board of Directors

Attest: Helen Harris, Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $2,835,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES AND CALLING A PUBLIC HEARING ON THE PROPOSAL TO ISSUE SAID BONDS.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with certain companies (the "Companies") with respect to New Jobs Training Programs, pursuant to the provisions of the Act for the purpose of establishing job training programs (hereinafter referred to as the "Projects") to educate and train workers for new jobs with the Companies at their facilities located or to be located in the Merged Area served by the College, which Projects will be beneficial to the Companies and the College; and

WHEREAS, the Act authorizes the College to issue New Jobs Training Certificates with respect to a single project or multiple projects and the College has determined that it will be beneficial to the College and the Companies to issue tax-exempt and taxable New Jobs Training Certificates which will provide the aggregate funding for all of the Projects; and

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its New Jobs Training Certificates pursuant to the provisions of the Act in the amount of $2,835,000 for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company:
<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Group, Inc.</td>
<td>$ 84,000</td>
</tr>
<tr>
<td>Ames Computer Forms, Inc.</td>
<td>29,000</td>
</tr>
<tr>
<td>Bridgestone/Firestone, Inc.</td>
<td>938,000</td>
</tr>
<tr>
<td>Carroll Mfg., Inc.</td>
<td>111,000</td>
</tr>
<tr>
<td>Custom Products</td>
<td>10,000</td>
</tr>
<tr>
<td>Dura Glass, Inc.</td>
<td>20,500</td>
</tr>
<tr>
<td>Economy Data Products, Inc.</td>
<td>97,500</td>
</tr>
<tr>
<td>Heritage Imports, Inc.</td>
<td>42,500</td>
</tr>
<tr>
<td>Iowa Trade Bindery Inc.</td>
<td>71,000</td>
</tr>
<tr>
<td>Midland BioProducts Corporation</td>
<td>85,500</td>
</tr>
<tr>
<td>National Gymnasium Equipment Company</td>
<td>25,500</td>
</tr>
<tr>
<td>Principal Mututal Life Insurance Company</td>
<td>319,750</td>
</tr>
<tr>
<td>Rose Acre Farms Inc.</td>
<td>129,000</td>
</tr>
<tr>
<td>Terex Corporation</td>
<td>377,500</td>
</tr>
<tr>
<td>Tone Brothers, Inc.</td>
<td>127,500</td>
</tr>
<tr>
<td>Vermeer Manufacturing Company</td>
<td>312,250</td>
</tr>
<tr>
<td>Wegner Manufacturing, Inc.</td>
<td>54,500</td>
</tr>
</tbody>
</table>

WHEREAS, it is proposed to finance the cost of the Projects through the issuance of New Jobs Training Certificates (Multiple Projects XIII-A) of the College in an aggregate principal amount of $1,420,000 and Taxable New Jobs Training Certificates (Multiple Projects XIII-B) of the College in an aggregate principal amount of $1,415,000 (together, the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is necessary to conduct a public hearing on the proposal to issue the Certificates and to publish the notice of the proposal to issue the Certificates and the right to appeal the decision of the Board of Directors to issue the Certificates, all as required and provided for by Section 280B.6 of the Act and Section 147 of the Internal Revenue Code of 1986.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Board of Directors of the Des Moines Area Community College meet in the Board Room of the Administration Building at the College in Ankeny, Iowa, on the 11th day of July, 1990, at 7:00 p.m., at which time and place a public hearing shall be held on the proposal to issue the Certificates, at which hearing all residents of the Merged Area who appear shall be given an opportunity to express their views for or against the proposal to issue the Certificates.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice of intention to issue the Certificates, setting forth the amount and purpose...
thereof, and the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation in Polk County, Iowa. The notice shall be in substantially the following form:
Affidavit of Publication

COPY OF ADVERTISEMENT

Exhibit "A"

STATE OF IOWA
POLK COUNTY
SS.

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER (Daily)

THE DES MOINES REGISTER (Daily)

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

June 21, 1990

in Des Moines Sunday Register on

Subscribed and sworn to before me by said affiant this 24th day of July, 1990.

Mary F. Bradley
Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(MULTIPLE PROJECTS XIII) OF THE
DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that a public hearing will be conducted before the Board of Directors of Des Moines Area Community College (the "College") in the Board Room of the Administration Building at the College in Ankeny, Iowa, at 4:00 o'clock p.m., on July 11, 1990, on a proposal to issue not to exceed $1,420,000 aggregate principal amount of the College's New Jobs Training Certificates (Multiple Projects XIII-A) and $1,415,000 aggregate principal amount of the College's Taxable New Jobs Training Certificates (Multiple Projects XIII-B) (together, the "Certificates"), pursuant to the provisions of Chapter 280B of the Code of Iowa. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs and administrative expenses, of new jobs training programs (the "Projects") to educate and train workers for new jobs at the following companies (the "Companies") at the following locations:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Group, Inc.</td>
<td>Des Moines, Iowa</td>
</tr>
<tr>
<td>Ames Computer Forms, Inc.</td>
<td>Ames, Iowa</td>
</tr>
<tr>
<td>Bridgestone/Firestone, Inc.</td>
<td>Des Moines, Iowa</td>
</tr>
<tr>
<td>Carroll Mfg., Inc.</td>
<td>Carroll, Iowa</td>
</tr>
<tr>
<td>Custom Products</td>
<td>Story City, Iowa</td>
</tr>
<tr>
<td>Dura Glass, Inc.</td>
<td>Audubon, Iowa</td>
</tr>
<tr>
<td>Economy Data Products, Inc.</td>
<td>Urbandale, Iowa</td>
</tr>
<tr>
<td>Heritage Imports, Inc.</td>
<td>Pella, Iowa</td>
</tr>
<tr>
<td>Iowa Trade Bindery Inc.</td>
<td>Des Moines, Iowa</td>
</tr>
<tr>
<td>Midland BioProducts Corporation</td>
<td>Boone, Iowa</td>
</tr>
<tr>
<td>National Gymnasium Equipment Company</td>
<td>Roland, Iowa</td>
</tr>
<tr>
<td>Principal Mutual Life Insurance Company</td>
<td>Des Moines, Iowa</td>
</tr>
<tr>
<td>Rose Acre Farms Inc.</td>
<td>Winterset, Iowa</td>
</tr>
<tr>
<td>Terex Corporation</td>
<td>Indianola, Iowa</td>
</tr>
<tr>
<td>Tone Brothers, Inc.</td>
<td>Des Moines, Iowa</td>
</tr>
<tr>
<td>Vermeer Manufacturing Company</td>
<td>Pella, Iowa</td>
</tr>
<tr>
<td>Wegner Manufacturing, Inc.</td>
<td>Audubon, Iowa</td>
</tr>
</tbody>
</table>

All residents of the Merged Area who appear at said public hearing shall be given an opportunity to express their views for or against the proposal to issue said Certificates, and at said hearing, or any adjournment thereof, the Board of Directors of the College shall adopt a resolution determining whether or not to proceed with the issuance of said Certificates.

Notice is further given of the intention of the Board of Directors of the College to issue the Certificates and that the
Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Projects, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

By Order of the Board of Directors of Des Moines Area Community College

Secretary of the Board of Directors
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

[Signature]
President of the Board of Directors

Attest:
[Signature]
Secretary of the Board of Directors
STATE OF IOWA )
COUNTY OF POLK )

I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 13th day of June, 1990.

[Signature]
Secretary of the Board of Directors of the Des Moines Area Community College

SE3:E2815603.90
June 13, 1990

Ankeny, Iowa

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, met in regular session on the 13th day of June, 1990 at 4:00 p.m., in the Board Room of the Administration Building at the College in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser, President of the Board, in the chair, and the following named Board Members:

- Harold Belken, Devere Bendixen, Eldon Leonard,
- J. Pecinovsky, Nancy Wolf
- Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning new jobs training programs involving the College and the companies referred to in the attached resolution and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, Board Member J. Pecinovsky introduced and caused to be read a resolution entitled "A Resolution Directing the Advertisement for Sale of New Jobs Training Certificates"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

- Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf
- Nays: NONE

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * * *

Susan Clouser, President of the Board of Directors

Helen Harris, Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF NEW JOBS TRAINING CERTIFICATES

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with certain companies (the "Companies") with respect to New Jobs Training Programs, pursuant to the provisions of the Act for the purpose of establishing job training programs (hereinafter referred to as the "Projects") to educate and train workers for new jobs with the Companies at their facilities located or to be located in the Merged Area served by the College, which Projects will be beneficial to the Companies and the College; and

WHEREAS, the Act authorizes the College to issue New Jobs Training Certificates with respect to a single project or multiple projects and the College has determined that it will be beneficial to the College and the Companies to issue tax-exempt and taxable New Jobs Training Certificates which will provide the aggregate funding for all of the Projects; and

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its New Jobs Training Certificates pursuant to the provisions of the Act in the total amount of $2,835,000 for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company:
WHEREAS, it is proposed to finance the cost of the Projects through the issuance of New Jobs Training Certificates (Multiple Projects XIII-A) of the College in an aggregate principal amount of $1,420,000 and Taxable New Jobs Training Certificates (Multiple Projects XIII-B) of the College in an aggregate principal amount of $1,415,000 (together, the "Certificates"); and

WHEREAS, the College has heretofore pursuant to resolution of the Board of Directors directed the publication of a notice of the proposal to issue New Jobs Training Certificates with respect to each of the Companies and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act as required and provided for by Section 280B.6 of the Act; and

WHEREAS, the Board of Directors of the College is authorized to proceed on behalf of the College with the sale of the Certificates, and has determined to select a date for the sale of the Certificates, publish notice of the sale, and take all action necessary to proceed with the sale of the Certificates on a basis favorable to the College and acceptable to the Board of Directors of the College;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Certificates described herein be offered at public sale scheduled for July 11, 1990, with the opening of bids at 11:00 o'clock a.m. in the Board Room of Building Number 1, the Administrator Building, at the College in Ankeny, Iowa and the bids referred to the Board of Directors of
the College at its meeting scheduled for July 11, 1990 at _____ o'clock p.m. at the College in Ankeny, Iowa.

Section 2. That the Secretary of the Board of Directors of the College shall cause to be published, in compliance with Chapter 75 of the Code of Iowa, notice of the sale of the Certificates at least once, the last one of which shall be not less than four nor more than twenty days before the sale in a legal newspaper, printed wholly in the English language, published in the county of or a county contiguous to the place of sale. The notice shall be in substantially the following form with such variations therein (including the completion of the omissions therein, the determination or modification of the maturity schedule for the Certificates, and any appropriate reduction or increase in the principal amount of the Certificates) as shall be approved by the officers of the College:
The Des Moines Register

COPY OF ADVERTISEMENT

State of Iowa

POLK COUNTY

The undersigned, being first duly sworn, on oath states that she/he is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

June 21, 1990

in Des Moines Sunday Register on

Subscribed and sworn to before me by said affiant this 24th day of July, 1990.

Mary J. Bailey
Notary Public in and for Polk County, Iowa

[Affidavit of Publication]
NOTICE OF BOND SALE

DES MOINES AREA COMMUNITY COLLEGE
NEW JOBS TRAINING CERTIFICATES

The Des Moines Area Community College (Merged Area XI) (the "College") of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren (the "Merged Area"), State of Iowa, will receive bids in the Board Room in Building Number 1 at the College in Ankeny, Iowa, on July 11, 1990 for the purchase of the following New Jobs Training Certificates (in the aggregate, the "Bonds"): 

$1,420,000
Des Moines Area Community College
New Jobs Training Certificates
(Multiple Projects XIII-A)
(the "Series A Bonds")

$1,415,000
Des Moines Area Community College
Taxable New Jobs Training Certificates
(Multiple Projects XIII-B)
(the "Series B Bonds")

The Bonds are to be issued for the purpose of financing job training programs under Chapter 280B of the Code of Iowa, as amended (the "Act").

Separate sealed bids for each series of Bonds will be received at the office of the President of the College at any time prior to 11:00 o'clock a.m. on the date of the sale. The most favorable bids will be referred to the Board of Directors at their meeting to be held on the date specified above and each series will then be sold to the most favorable bidder for cash, unless the Board determines to reject the most favorable bid. The most favorable bidder for each series shall be the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the Bonds which are a part of that series and deducting any premium therefrom or adding any discount thereto.

The College reserves the right to reduce the principal amount of the Bonds to be sold on the date of the sale on the basis of the bids received and market conditions.

BOND DETAILS: The Bonds are in the aggregate principal amounts set forth above, to be dated July 1, 1990, to be in the denomination of $5,000, or any integral multiple thereof.
designated by the successful bidder within forty-eight hours of acceptance of the bid, and to mature as follows:

**Principal Amount**

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<th>Series A Bonds</th>
<th>Series B Bonds</th>
<th>Maturity (June 1)</th>
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<tr>
<td>$ 85,000</td>
<td>$ 85,000</td>
<td>1991</td>
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<td>200,000</td>
<td>1992</td>
</tr>
<tr>
<td>225,000</td>
<td>225,000</td>
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<td>255,000</td>
<td>255,000</td>
<td>1994</td>
</tr>
<tr>
<td>340,000</td>
<td>340,000</td>
<td>1995</td>
</tr>
<tr>
<td>$ 85,000</td>
<td>310,000</td>
<td>1996</td>
</tr>
<tr>
<td>425,000</td>
<td></td>
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<td>455,000</td>
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<td>1998</td>
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<tr>
<td>455,000</td>
<td></td>
<td>1999</td>
</tr>
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</table>

Interest on the Bonds will be payable on December 1, 1990 and semiannually thereafter on each June 1 and December 1 until the principal on the Bonds is paid in full. Principal and interest will be payable by Norwest Bank Iowa, National Association, the Paying Agent for the College.

**AUTHORITY:** The Bonds are issued under the authority of Chapter 280B of the Code of Iowa, as amended.

**PURPOSE:** The proceeds of the issuance of the Bonds will be used to finance the training of workers (the "Projects"), including the costs of the issuance of the Bonds and administrative expenses, in new jobs at the following companies (the "Companies") at the following locations:

**Company**  
Allied Group, Inc.  
Ames Computer Forms, Inc.  
Bridgestone/Firestone, Inc.  
Carroll Mfg., Inc.  
Custom Products  
Dura Glass, Inc.  
Economy Data Products, Inc.  
Heritage Imports, Inc.  
Iowa Trade Bindery Inc.  
Midland BioProducts Corporation  
National Gymnasium Equipment Company  
Principal Mutual Life Insurance Company  
Rose Acre Farms Inc.  
Terex Corporation  
Tone Brothers, Inc.  
Vermeer Manufacturing Company  
Wegner Manufacturing, Inc.

**Location**  
Des Moines, Iowa  
Ames, Iowa  
Des Moines, Iowa  
Carroll, Iowa  
Story City, Iowa  
Audubon, Iowa  
Urbandale, Iowa  
Pella, Iowa  
Des Moines, Iowa  
Boone, Iowa  
Roland, Iowa  
Des Moines, Iowa  
Winterset, Iowa  
Indianola, Iowa  
Des Moines, Iowa  
Pella, Iowa  
Audubon, Iowa
The Projects are undertaken pursuant to Industrial New Jobs Training Agreements between the College and the Companies. The proceeds of the issuance of the Bonds will also be used to pay related administrative costs of the new jobs training programs and costs of issuance.

SECURITY: All of the Bonds are issued on a parity basis. The Bonds are secured by special funds of the College into which are deposited a new jobs credit from withholding taxes to be received or derived from new employment resulting from each of the Projects, and revenue from incremental property taxes to be received or derived from some of the business properties where new jobs are created as a result of the Projects. In addition, the Bonds are secured by a special standby tax assessed upon all taxable property within the Merged Area to the extent necessary to pay principal and interest on the Bonds.

PARITY BONDS: The College reserves the right to issue additional bonds payable from the same sources and ranking on a parity with the Bonds.

INTEREST RATE AND BIDDING REQUIREMENTS: The two series of Bonds shall be sold separately. Bidders may bid on one or both series of Bonds. The Bonds shall bear interest at a rate or rates to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. No Bond shall bear more than one interest rate, all Bonds of the same series maturing in any one year shall carry the same interest rate, and each rate of interest specified for Bonds of any maturity shall not be less than a rate of interest specified for an earlier maturity of the same series. No proposal for the purchase of less than all of the Bonds of the same series or at a price less than $1,405,800 plus accrued interest for the Series A Bonds and $1,400,850 plus accrued interest for the Series B Bonds will be considered. Each bid shall state the total interest cost, total premium or discount, the net interest cost to the College and the net effective interest rate thereunder, but such statements shall not be considered a part of the bid.

The successful bidder will be required to provide to the College by July 25, 1990 the initial price to the public at which a substantial amount of the Series A Bonds have been sold and will be required to confirm such information in writing at the time of the closing.

BID SECURITY: A certified cashier's check in an amount equal to $28,400 in the case of a bid for the Series A Bonds and $28,300 in the case of a bid for the Series B Bonds, in each case drawn upon an incorporated bank or trust company and payable to the order of the Treasurer of the College must accompany each bid as guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds and to be retained by
the College and credited toward the purchase price of the Bonds. No interest shall be allowed on the good faith checks and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail.

REGISTRATION: The Bonds will be registered as to principal and interest. Norwest Bank Iowa, National Association will act as registrar of the Bonds and transfer agent for the College.

PRIOR REDEMPTION: Any Series A Bonds maturing on or after June 1, 1998, are subject to redemption prior to their stated maturities, in whole or from time to time in part, in numerical order, on June 1, 1997, or on any interest payment date thereafter at the option of the College, upon terms of par plus accrued interest to date of call. Series B Bonds are not subject to redemption prior to their stated maturities.

DELIVERY OF BONDS: The Bonds will be delivered, without expense to the purchasers, at any mutually acceptable bank or trust company in the United States, upon full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within thirty days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by the purchasers, the purchasers may withdraw their bids and thereafter their interest in and liability for the Bonds will cease and their bid security will be returned without interest. When the Bonds are ready for delivery, the College may give the successful bidders five working days notice of the delivery date and the College will expect payment in full on that date, otherwise reserving the right at its option to determine that the bidders have failed to comply with the offer of purchase. Accrued interest to the date of delivery of the Bonds shall be paid by the purchasers at the time of delivery.

OFFICIAL STATEMENT: Prior to the date of sale of the Bonds, potential underwriters may obtain copies of a preliminary official statement in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 (the "Act") from Evensen, Dodge, Inc., 222 South Ninth Street, Suite 3800, Minneapolis, Minnesota 55402 (612) 338-3535. The College will provide the purchasers of the Bonds with copies of a final official statement in accordance with the Rule 15c2-12(b)(3) under the Act.

CUSIP NUMBERS: The Bonds will be printed without CUSIP numbers, unless requested by the purchasers who must agree in their bid proposals to pay the cost thereof and to waive any extension of delivery time due to the use of said numbers. In no event will the College be responsible for or Bond Counsel review or express any opinion of the correctness of such numbers, and incorrect numbers on said Bonds shall not be cause for the purchasers to refuse to accept delivery of the Bonds.
RATINGS: The Bonds will be rated by Moody's Investors Services, Inc.

LEGAL OPINION: The Bonds will be sold subject to the opinion of Davis, Hockenberg, Wine, Brown, Koehn & Shors, P.C., Attorneys of Des Moines, which will be furnished without expense to the purchasers of the Bonds at the delivery thereof. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

RIGHTS RESERVED: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

Dated this 13th day of June, 1990.

HELEN HARRIS,
Secretary of the Board of
Directors of the Des Moines
Area Community College

(end of notice)
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

Attest:

[Signature]
President of the Board of Directors

[Signature]
Secretary of the Board of Directors
STATE OF IOWA )
) SS:
COUNTY OF POLK )

I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 13 day of June, 1990.

[Signature]
Secretary of the Board of Directors of the Des Moines Area Community College

SE3:E2815701.90
May 2, 1990

Des Moines Area
Community College
DMAC Building 1
Ankeny, Ia 50021

Re: Assignment of Tax Sale Certificate

Dear Sirs:

Enclosed please find a Consent to Assignment of a Tax Sale Certificate. A copy of the Tax Sale Certificate is attached to the Consent. This Tax Sale Certificate covers a Lot in Knoxville, Iowa. Marion County purchased this Lot at a Tax Sale.

The Marion County Board of Supervisors now desires to assign this Tax Sale Certificate to an interested party. This Assignment will bring the property back onto the tax rolls. Because you are a tax-levying or tax-certifying body, we need your Consent prior to this Assignment. Please execute the enclosed Consent and return it to the Marion County Attorney's Office. If you have any questions regarding this matter, please feel free to contact me. Thank you.

Sincerely,

Chris Shepperd
ASSISTANT MARION COUNTY ATTORNEY
CONSENT TO ASSIGNMENT OF TAX SALE CERTIFICATE

The undersigned, on behalf of Des Moines Area Community College, a tax levying or tax certifying body, having an interest in general taxes collected by Marion County, Iowa, does hereby consent to the assignment of tax sale certificates numbers 89-80 and 89-81 for good and valuable consideration, with knowledge that said body is foregoing potential tax revenue as a result of this assignment.

President, Board of Directors
Title
Des Moines Area Community College
Tax Levying or Certifying Body

NOTICE: Questions regarding this form may be directed to the Marion County Treasurer or the Marion County Attorney's Office.
### General Taxes

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<th>Consolidated Net Tax</th>
<th>Interest</th>
<th>Cost</th>
<th>Total</th>
<th>Assessment Due</th>
<th>Interest</th>
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Total: 3586.00 683.00 30.00 4299.00 1389.51 554.24 2543.75

Additional interest as penalty from date of regular sale to date of postponed sale:
- General $4299.00
- Special $2543.75
- Total $6842.75

Certificate Fee: $3.00

Grand Total: $6845.75

### Special Assessments

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### Subsequent Tax Payments

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<th>Assessment Due</th>
<th>Interest as Penalty to Date of Sale</th>
<th>Cost</th>
<th>Total</th>
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</thead>
</table>

Total Tax

### Certificate of Redemption from Tax Sale

1. Mary Baux, Treasurer of Marion County, certify that on the 19 day of June, A.D. 1989, the parcel of real property described above, situated in the County aforesaid, was sold to Marion County for the amount above stated, for the taxes for the fiscal years ending 1985, 1986, 1987, 1989, for the undivided portion, which was the smallest portion bid for, and payment has been made the above taxes, interest and costs due and remaining unpaid upon such parcel of land.

WITNESS my hand this 19 day of June, A.D. 1989.

Mary Baux
Treasurer of Marion
By Mary Rose Brown

### Certificate of Redemption from Tax Sale

1. Treasurer of said County, do hereby certify that the property herein described, sold for the delinquent taxes of the years specified above, and subsequently assigned to , have this day of , A.D. 19 been redeemed by , by the payment to said Treasurer of the amount of , which amount includes certificate fees.

Treasurer of
By
Reiter, Jeanne A. Trust  
Lot E Orig  
Lot F  
Lot G

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<th>TO WHOM TAXED</th>
<th>DESCRIPTION</th>
<th>Sec. or Lot</th>
<th>Taxp. or Blk.</th>
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SOLD UNDER SENATE FILE 150

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### GENERAL TAXES

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### SPECIAL ASSESSMENTS

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I, Mary Baux, Treasurer of Marion County Iowa, certify that on the 19 day of June, A.D. 1989, at the (regular)/(adjourned) sale begun and pubished the third Monday in June, A.D. 1989, the parcel of real property described above, situated in the County aforesaid, was sold by Marion County for the amount above stated, for the taxes for the fiscal years ending 1985, 1986, 1987, 1988, for the undivided portion, which was the smallest portion bid for, and payment has been made for the above taxes, interest and costs due and remaining unpaid upon such parcel of land.

WITNESS my hand this 19 day of June, A.D. 1989.

Mary Baux  
Treasurer of Marion  
By Mary Rose Brown

---

### SUBSEQUENT TAX PAYMENTS

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<td>86</td>
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### CERTIFICATE OF REDEMPTION FROM TAX SALE

I, Mary Baux, Treasurer of said County, do hereby certify that the herein described, sold for the delinquent taxes of the years specified above, and subsequently assigned to have this day of A.D. 1989 been redeemed by the payment to said Treasurer of the amount of certificate fees, which amount includes certificate fees.

Treasurer of  
By
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

Des Moines Area Community College
Ankeny, Iowa
July, 1990 - June, 1992
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    B. Iowa Administrative Code 281-Chapter 95
    C. Labor Force Data
    D. Community Demographic Data
    E. Self-Examination of DMACC Personnel Policies, Procedures
       and Practices
    F. CCPD Accessibility Examination Final Report
I. ADMINISTRATIVE STATEMENT on EEO/AA
Des Moines Area Community College reaffirms its commitment to providing equal employment opportunity to all employees and applicants for employment without regard to race, color, national origin, creed, religion, sex, age, or disability. Equal employment opportunity shall apply to all personnel procedures and practices. In addition, the College shall take affirmative action measures related to recruitment, appointment, assignment and advancement in order to overcome past and current barriers to equal employment opportunity.

Employees or applicants who believe that they have been discriminated against may file a complaint through the College Discrimination Complaint Procedure. Complaint forms may be obtained from the Human Resources Department, the campus Dean's office, or the EEO/AA Coordinator.

The College Equal Employment Opportunity/Affirmative Action Plan documents the efforts that are being taken and which will be taken to further the principles of equal employment and affirmative action at Des Moines Area Community College. All employees are expected to be knowledgeable of the Plan and supportive of its principles. College administrators and supervisors shall be held accountable for its effective administration.

Responsibility for coordinating the ongoing implementation of the Equal Employment Opportunity/Affirmative Action Plan is assigned to:

Dr. Fred D. Gilbert, Jr.
Executive Director, District Administration
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021
(515) 964-6431

This individual will also be responsible for internal auditing in order to monitor Plan implementation and progress made in accomplishing Plan goals. An annual progress report shall be submitted to the DMACC Board of Directors and to the Department of Education.

The Equal Employment Opportunity/Affirmative Action Plan shall be disseminated annually to all employees involved in the hiring or management of College personnel. It shall be available to all other employees, the public and the Director of the Department of Education upon request. This administrative statement shall be disseminated annually to employees, students and recruitment sources. The Plan shall be reviewed and updated biennially.

Equal employment opportunity and affirmative action present legal, social, and economic considerations. This Plan is intended to guide us in our efforts to achieve and maintain fair employment practices and diversity in our workforce. Realization of these goals will benefit the College and strengthen our relationships with the many communities that we serve.

Joseph A. Borgerdy, President

Date 6-13-90
II. POLICIES AND PROCEDURE
It is the policy of Des Moines Area Community College to provide equal employment opportunity to all employees and applicants for employment in accordance with applicable local, state and federal laws and regulations. The College shall not engage in or allow discrimination, including harassment, which is illegal and which is based on race, color, national origin, creed, religion, sex, age, or disability. This policy shall apply to all employment and personnel procedures and practices. Employees found in violation of the policy shall be subject to disciplinary action.

When members of a racial/ethnic minority group, women, men, or persons with disabilities are underrepresented in the DMACC workforce, the College shall take affirmative action measures related to recruitment, appointment, assignment and advancement in accordance with Iowa Code, section 19B.11 and Iowa Administrative Code, 281-Chapter 95.

Employees or applicants who believe they have been discriminated against may file a complaint through the College Discrimination Complaint Procedure. Subjecting a person to coercion or retaliation for filing a complaint or providing information regarding a complaint is prohibited by law and this policy.

Adopted: July, 1990
Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education; or

- Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.

Sexual harassment of employees, applicants and students is prohibited. Employees and students found in violation of this policy shall be subject to disciplinary action.

Complaints of sexual harassment may be filed through the College Discrimination Complaint Procedure.

Adopted: July, 1990
The Discrimination Complaint Procedure may be used by employees, applicants and students who believe the College policies on equal opportunity in employment and education have been violated, resulting in discriminatory treatment on the basis of race, color, national origin, creed, religion, sex, age or disability.

All discrimination complaints are considered to be serious and shall be dealt with promptly. No employee, applicant or student shall be subjected to coercion or retaliation for filing a complaint or providing information related to a complaint. Complaints may also be directed to the Iowa Civil Rights Commission, and Region VII's Equal Employment Opportunity Commission and Department of Education Office of Civil Rights in Kansas City.

Filing a Discrimination Complaint

NOTE: DISCRIMINATION COMPLAINTS ALLEGING ANY HARASSMENT SHALL BEGIN AT STEP 2B.

Step I The Complainant shall submit a Discrimination Complaint Form within 15 working days of the day the Complainant became aware of, or should have become aware of, the discrimination issue through the reasonable exercise of diligence. In no instance may this be later than 180 days from the date of the alleged discriminatory treatment. Complaint forms shall be submitted as follows:

<table>
<thead>
<tr>
<th>Complainant</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Applicant</td>
<td>- Hiring Supervisor</td>
</tr>
<tr>
<td>- Employee</td>
<td>- Immediate Supervisor</td>
</tr>
<tr>
<td>- Student</td>
<td>- Appropriate Dean</td>
</tr>
</tbody>
</table>

The Supervisor may elect to meet with the Complainant if additional information is needed. The Supervisor shall review the complaint with the next higher level of authority and issue a written response within 5 working days from receipt of the complaint.

Step 2A NONHARASSMENT COMPLAINTS: If the Complainant is not satisfied with the response received at Step 1, the Discrimination Complaint Form shall be submitted to the EEO/AA Coordinator within 5 working days from receipt of the Step 1 response.

The EEO/AA Coordinator shall meet with the Complainant and any other parties deemed appropriate. The Coordinator shall review the complaint with the appropriate Vice President and the Human Resources Department and issue a written response within 10 working days from receipt of the complaint at Step 2.
Step 2B HARASSMENT COMPLAINTS: The Complainant shall inform the Human Resources Manager of the alleged harassment within 15 working days of the day the Complainant became aware of, or should have become aware of, the discrimination issue through the reasonable exercise of diligence. In no instance may this be later than 180 days from the date of the alleged harassment. The complaint may be submitted verbally or on a Discrimination Complaint Form.

The Human Resources Manager shall meet with the Complainant and any other parties deemed appropriate. The Manager shall review the complaint with the appropriate Vice President and issue a written response within 10 working days from receipt of the complaint.

Step 3 If the Complainant is not satisfied with the response received at Step 2, the Discrimination Complaint Form shall be submitted to the President within 5 working days from receipt of the Step 2 response. Harassment complaints submitted verbally at Step 2 must be submitted on a Discrimination Complaint Form at Step 3. The President, or designee, may meet with the Complainant or any other parties deemed appropriate. A final written decision shall be issued within 10 working days from receipt of the complaint at Step 3.

Time Limits

Time limits may be extended by written mutual agreement of the parties. If a Complainant fails to proceed to the next step within the prescribed time limits, the complaint shall be considered closed based upon the last response. If the administration fails to respond within the prescribed time limits, the Complainant may proceed to the next step.

DISCRIMINATION COMPLAINT FORMS MAY BE OBTAINED FROM THE EEO/AA COORDINATOR, THE HUMAN RESOURCES DEPARTMENT, AND THE CAMPUS DEAN'S OFFICE.
Des Moines Area Community College
DISCRIMINATION COMPLAINT FORM

Complainant Name ___________________________________________ SS# __________________________

Last First M.I.

Address __________________________ Street __________________________ City/State ____________ Zip Code ____________

Telephone __________________________ Home __________________________ Other __________________________

Description of alleged discrimination and incident date(s):

(Attach a separate sheet if additional space is needed. Also attach any materials which are relevant to the complaint.)

Remedy Requested:

Have you filed this complaint with another agency? _____Yes _____No If yes, please list the agency, filing date, and current complaint status.

I certify that the information given above is true and correct to the best of my knowledge or belief.

Complainant Signature ___________________________________________ Date __________________________

RECORDS AND INFORMATION RELATED TO A DISCRIMINATION COMPLAINT AND ITS INVESTIGATION ARE CONSIDERED CONFIDENTIAL

P-30 7/90
III. WORK FORCE ANALYSIS
WORK FORCE ANALYSIS

The work force analysis is the process of identifying the number and percentage breakdown of DMACC employees by racial/ethnic group, sex and disability within job categories.

The charts on pages 9-12 present the demographic data by campus. The job categories used are those required by the federal EEO-6 report. The work force figures are based upon the number of full-time and part-time permanent employees.
### Ankeny Campus Workforce Analysis

<table>
<thead>
<tr>
<th>EEO Category</th>
<th>Total FT/PT</th>
<th>Male #</th>
<th>Female #</th>
<th>White #</th>
<th>Minority #</th>
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<tbody>
<tr>
<td>01 Executive, Admin., Managerial</td>
<td>29</td>
<td>22</td>
<td>7</td>
<td>28</td>
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<tr>
<td>02 Faculty 12 Month</td>
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<td>15</td>
<td>66</td>
<td>15</td>
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<td>Faculty 9 Month</td>
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<td>50</td>
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<td>13</td>
<td>1</td>
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<tr>
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### Disability Data

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<td>05 Technical &amp; Paraprofessional</td>
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Source: 4-17-90 payroll data and April, 1990 Employee Disability Survey
### Urban Campus Workforce Analysis

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<td>50.0%</td>
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### Disability Data

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Source: 4-17-90 payroll data and April, 1990 Employee Disability Survey
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<td>6 100.0%</td>
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<td>8 100.0%</td>
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<td></td>
<td></td>
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Source: 4-17-90 payroll data and April, 1990 Employee Disability Survey
### Carroll Campus Workforce Analysis

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<tr>
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<td>#</td>
<td>%</td>
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<td>100.0%</td>
<td>1</td>
<td>100.0%</td>
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<tr>
<td>Faculty 9 Month</td>
<td>10</td>
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<td>40.0%</td>
<td>6</td>
<td>60.0%</td>
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<td>03 Other Professional</td>
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<td>50.0%</td>
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<td>50.0%</td>
</tr>
<tr>
<td>04 Secretarial/Clerical</td>
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<td>100.0%</td>
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<td>100.0%</td>
</tr>
<tr>
<td>05 Technical &amp; Paraprofessional</td>
<td>1</td>
<td>1</td>
<td>100.0%</td>
<td>1</td>
<td>100.0%</td>
</tr>
<tr>
<td>06 Skilled Craft</td>
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</tr>
<tr>
<td>07 Service/Maintenance</td>
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### Disability Data

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<tr>
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<th>FT/PT</th>
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<td></td>
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</tr>
<tr>
<td>03 Other Professional</td>
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<td>04 Secretarial/Clerical</td>
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<td>5</td>
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<tr>
<td>05 Technical &amp; Paraprofessional</td>
<td>2</td>
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<td></td>
</tr>
<tr>
<td>06 Skilled Craft</td>
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<td>0</td>
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</tr>
<tr>
<td>07 Service/Maintenance</td>
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<td>2</td>
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</tr>
<tr>
<td>Total</td>
<td>23</td>
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<td>0.0%</td>
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</tbody>
</table>

Source: 4-17-90 payroll data and April, 1990 Employee Disability Survey
IV. QUANTITATIVE ANALYSIS AND GOALS
The quantitative analysis is the process of comparing the demographics composition of the DMACC work force with the demographic composition of persons with requisite skills in the relevant labor market (RLM). The quantitative analysis data is used to determine if members of racial/ethnic minority groups, men, women or persons with disabilities are underrepresented in the DMACC work force within EEO-6 job categories.

The charts on pages 14-17 present the demographic data for DMACC by campus. The identification of the relevant labor market for each of the job categories and the source of the demographic data used for each of the relevant labor markets are detailed in Appendix C. It should be noted that the availability of current, comprehensive labor market data was limited. The 1980 Census was the primary source relied upon and the data was not always published in a format compatible with EEO-6 job categories. Completion of the 1990 Census will improve the currency of data for the next Plan.

The chart on page 18 identifies the job categories, by campus, found to have a negative statistical imbalance between the DMACC work force (Column I) and the relevant labor market (Column II). It shows the extent of that difference (Column III) and whether or not the imbalance was considered underrepresentation (Column IV).

Underrepresentation is defined by the Iowa Administrative Code 281-Chapter 95 as "having fewer members of a racial/ethnic minority group, men, women, or persons with disabilities in a particular job category than would reasonably be expected based on their availability in the relevant labor market." In determining whether a negative statistical imbalance represented a gross disparity for purposes of identifying underrepresentation, an 80% standard was applied. For example, if relevant labor market demographics indicate that it would be expected to find 50% men and 50% women in a given job category, a 40/60 split would be within 80% of the 50/50 expectation, and would be considered to meet a "reasonable expectation" test.

When underrepresentation exists, the Administrative Code requires that numerical hiring goals be developed. These goals are not to be treated as rigid quotas and may not be used to exclude groups from the hiring process. They are, instead, to be treated as "reasonable aspirations toward correcting imbalance in the agency's work force." The chart on page 18 delineates goals for the FY91 and FY92 Plan years as well as long term goals through June 1998. The goals (Column VII) are expressed as percentages of the DMACC work force. Past and projected vacancy data was considered in the development of the goals and is presented in Columns V and VI.
## Quantitative Analysis
### Ankeny Campus

<table>
<thead>
<tr>
<th>EEO Category</th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
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<tbody>
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<tr>
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<td>165</td>
<td>70</td>
<td>116</td>
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<tr>
<td>RLM</td>
<td>10,133,551</td>
<td>[90,405]</td>
<td>[131,782]</td>
<td>38,384</td>
<td>84,066</td>
<td>25,221</td>
<td>43,293</td>
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</table>

<table>
<thead>
<tr>
<th>Female</th>
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<tbody>
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<td>Ankeny Campus</td>
<td>7</td>
<td>65</td>
<td>43</td>
<td>113</td>
<td>24</td>
<td>1</td>
<td>16</td>
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<tr>
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<td>[55,876]</td>
<td>32,026</td>
<td>57,634</td>
<td>2,696</td>
<td>15,370</td>
</tr>
<tr>
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<td>-6.2%(2)</td>
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<td></td>
<td></td>
<td></td>
<td>-8.6%(3)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Male</th>
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<th></th>
<th></th>
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</thead>
<tbody>
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<td>22</td>
<td>100</td>
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<td>16</td>
<td>12</td>
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<td>RLM</td>
<td>7,063,304</td>
<td>[57,780]</td>
<td>[75,906]</td>
<td>6,358</td>
<td>26,432</td>
<td>22,525</td>
<td>27,923</td>
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<tr>
<td>Statistical Imbalance</td>
<td>-3.3%(5)</td>
<td>-19.0%(13)</td>
<td>-14.0%(16)</td>
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<td>-8.9%(3)</td>
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</table>

<table>
<thead>
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<td>4</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
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<td>[6,057]</td>
<td>[7,643]</td>
<td>1,896</td>
<td>2,674</td>
<td>1,117</td>
<td>3,540</td>
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<tr>
<td>Statistical Imbalance</td>
<td>-4.5%(1)</td>
<td>-3.7%(6)</td>
<td>-3.2%(4)</td>
<td>-4.4%(1)</td>
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</tr>
</tbody>
</table>

| Ankeny Campus Total | 28 | 166 | 73 | 114 | 41 | 13 | 36 |

<table>
<thead>
<tr>
<th>Disabled</th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
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<tr>
<td>Ankeny Campus</td>
<td>0</td>
<td>7</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>RLM</td>
<td>276</td>
<td>[6]</td>
<td>[66]</td>
<td>83</td>
<td>347</td>
<td>55</td>
<td>231</td>
</tr>
<tr>
<td>Statistical Imbalance</td>
<td>-5.0%(1)</td>
<td>-0.6%(1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Total Ankeny Campus: 471
- Total Ankeny Disabled: 15
- Ankeny % Disabled: 3.2%
- RLM % Disabled: 4.6%
- Statistical Imbalance: -1.4%(7)

Statistical Imbalance: Only negative imbalances representing .5 of a position or greater are listed. Number in ( ) is the number of positions represented by the negative imbalance.

Source: DMACC EEO/AA Plan Labor Force Data (Appendix C)
# Quantitative Analysis
## Urban Campus

### EEO Category

<table>
<thead>
<tr>
<th></th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
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<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urban Campus</td>
<td>1</td>
<td>26</td>
<td>5</td>
<td>9</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>RLM</td>
<td>10,133,551</td>
<td>[90,405]</td>
<td>[131,782]</td>
<td>38,384</td>
<td>84,066</td>
<td>25,221</td>
<td>43,293</td>
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</tbody>
</table>

### Female

<table>
<thead>
<tr>
<th></th>
<th>Urban Campus #</th>
<th>Urban Campus %</th>
<th>RLM #</th>
<th>RLM %</th>
<th>Statistical Imbalance</th>
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</thead>
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<tr>
<td></td>
<td>0</td>
<td>15</td>
<td>5</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Urban Campus %</td>
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<td>57.7%</td>
<td>100.0%</td>
<td>77.8%</td>
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<tr>
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<td>3,070,247</td>
<td>[32,625]</td>
<td>[55,876]</td>
<td>32,026</td>
</tr>
<tr>
<td></td>
<td>RLM %</td>
<td>30.3%</td>
<td>36.1%</td>
<td>42.4%</td>
<td>83.4%</td>
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<td>-5.6%</td>
<td>-35.5%</td>
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### Male

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<tr>
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<th>Urban Campus %</th>
<th>RLM #</th>
<th>RLM %</th>
<th>Statistical Imbalance</th>
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<tbody>
<tr>
<td></td>
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<td>15</td>
<td>5</td>
<td>7</td>
<td>1</td>
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<tr>
<td></td>
<td>Urban Campus %</td>
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<td>42.3%</td>
<td>0.0%</td>
<td>22.2%</td>
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<tr>
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<td>[75,906]</td>
<td>6,358</td>
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<td>-57.6%</td>
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### Minority

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<th>RLM #</th>
<th>RLM %</th>
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<td></td>
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<tr>
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<td>[6,057]</td>
<td>[7,643]</td>
<td>1,896</td>
</tr>
<tr>
<td></td>
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<td>5.8%</td>
<td>4.9%</td>
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<td></td>
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### Disabled

<table>
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<th>RLM #</th>
<th>RLM %</th>
<th>Statistical Imbalance</th>
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<td>1</td>
<td>1</td>
<td>0</td>
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<tr>
<td></td>
<td>Urban Campus %</td>
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<td>20.0%</td>
<td>10.0%</td>
</tr>
<tr>
<td></td>
<td>RLM #</td>
<td>276</td>
<td>[6]</td>
<td>[66]</td>
<td>83</td>
</tr>
<tr>
<td></td>
<td>RLM %</td>
<td>5.0%</td>
<td>4.8%</td>
<td>4.5%</td>
<td>4.1%</td>
</tr>
<tr>
<td></td>
<td>Statistical Imbalance</td>
<td></td>
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</tbody>
</table>

### Total Urban Campus
- 46

### Total Urban Disabled
- 4

### Urban % Disabled
- 8.7%

### RLM % Disabled
- 4.6%

### Statistical Imbalance
- 0.0%

Statistical Imbalance: Only negative imbalances representing .5 of a position or greater are listed. Number in ( ) is the number of positions represented by the negative imbalance.

Source: DMACC EEO/AA Plan Labor Force Data (Appendix C)
Quantitative Analysis
Boone Campus

<table>
<thead>
<tr>
<th>EEO Category</th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
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<td></td>
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<td>1,654</td>
<td>3,925</td>
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<td>1,689</td>
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**Statistical Imbalance:** Only negative imbalances representing .5 of a position or greater are listed.
Number in ( ) is the number of positions represented by the negative imbalance.

Source: DMACC EEO/AA Plan Labor Force Data (Appendix C)
## Quantitative Analysis
### Carroll Campus

<table>
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<tr>
<th>EEO Category</th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
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<td></td>
<td></td>
</tr>
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<td>RLM</td>
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<td>[131,782]</td>
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<td>2,716</td>
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**Female**

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<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carroll Campus</td>
<td>0</td>
<td>7</td>
<td>1</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>RLM</td>
<td>3,070,247</td>
<td>[32,625]</td>
<td>[55,876]</td>
<td>1,136</td>
<td>435</td>
<td>134</td>
<td>318</td>
</tr>
<tr>
<td>Statistical Imbalance</td>
<td>0.0%</td>
<td>36.3%</td>
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<td>100.0%</td>
<td>100.0%</td>
<td>0.0%</td>
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**Male**

<table>
<thead>
<tr>
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<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carroll Campus</td>
<td>100.0%</td>
<td>36.4%</td>
<td>50.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>100.0%</td>
</tr>
<tr>
<td>RLM</td>
<td>7,063,304</td>
<td>[57,780]</td>
<td>[75,906]</td>
<td>149</td>
<td>77</td>
<td>1,285</td>
<td>1,398</td>
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<td>-11.6%</td>
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**Minority**

<table>
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<tr>
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<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
</tr>
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<td>[6,067]</td>
<td>[7,643]</td>
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<td>5</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Statistical Imbalance</td>
<td>-6.7%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Disabled

<table>
<thead>
<tr>
<th>EEO Category</th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carroll Campus</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>RLM</td>
<td>276</td>
<td>[6]</td>
<td>[66]</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Statistical Imbalance</td>
<td>-4.8%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

- Total Carroll Campus: 23
- Total Carroll Disabled: 0
- Carroll % Disabled: 0.0%
- RLM % Disabled: 4.5%
- Statistical Imbalance: -4.5%(1)

**Statistical Imbalance:** Only negative imbalances representing .5 of a position or greater are listed. Number in ( ) is the number of positions represented by the negative imbalance.

**Source:** DMACC EEO/AA Plan Labor Force Data (Appendix C)
NUMERICAL GOALS

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Work Force Analysis</th>
<th>Qualified in RLM</th>
<th>FY'88 Vacancies</th>
<th>FY'89 Vacancies</th>
<th>Projected Vacancies</th>
<th>Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A, #'s</td>
<td>B, %'s</td>
<td>(1-B):I</td>
<td>Underrep.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ankeny</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Female</td>
<td>7 of 29</td>
<td>24.1%</td>
<td>30.3%</td>
<td>79.5%</td>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>Minority</td>
<td>1 of 29</td>
<td>3.4%</td>
<td>7.9%</td>
<td>43.0%</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>02 Male</td>
<td>100 of 165</td>
<td>60.6%</td>
<td>63.9%</td>
<td>94.8%</td>
<td>No</td>
<td>33</td>
</tr>
<tr>
<td>Minority</td>
<td>5 of 165</td>
<td>3.0%</td>
<td>6.7%</td>
<td>44.8%</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>03 Male</td>
<td>27 of 70</td>
<td>38.6%</td>
<td>57.6%</td>
<td>67.0%</td>
<td>Yes</td>
<td>12</td>
</tr>
<tr>
<td>04 Male</td>
<td>3 of 116</td>
<td>2.6%</td>
<td>16.6%</td>
<td>15.7%</td>
<td>Yes</td>
<td>39</td>
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<tr>
<td>Minority</td>
<td>2 of 116</td>
<td>1.7%</td>
<td>4.9%</td>
<td>34.7%</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>05 Female</td>
<td>24 of 40</td>
<td>60.0%</td>
<td>68.6%</td>
<td>87.5%</td>
<td>No</td>
<td>11</td>
</tr>
<tr>
<td>06 Minority</td>
<td>0 of 13</td>
<td>0.0%</td>
<td>4.4%</td>
<td>0.0%</td>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>07 Male</td>
<td>20 of 36</td>
<td>55.6%</td>
<td>64.5%</td>
<td>86.2%</td>
<td>No</td>
<td>12</td>
</tr>
<tr>
<td>01-07 Disabled</td>
<td>15 of 471</td>
<td>3.2%</td>
<td>4.6%</td>
<td>69.6%</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Urban</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 Male</td>
<td>11 of 26</td>
<td>42.3%</td>
<td>63.9%</td>
<td>66.2%</td>
<td>Yes</td>
<td>5</td>
</tr>
<tr>
<td>03 Male</td>
<td>0 of 5</td>
<td>0.0%</td>
<td>57.6%</td>
<td>0.0%</td>
<td>Yes</td>
<td>0</td>
</tr>
<tr>
<td>04 Female</td>
<td>7 of 9</td>
<td>77.8%</td>
<td>83.4%</td>
<td>93.3%</td>
<td>No</td>
<td>6</td>
</tr>
<tr>
<td>07 Female</td>
<td>0 of 4</td>
<td>0.0%</td>
<td>35.5%</td>
<td>0.0%</td>
<td>Yes</td>
<td>5</td>
</tr>
<tr>
<td>Boone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 Male</td>
<td>14 of 27</td>
<td>51.9%</td>
<td>63.9%</td>
<td>81.2%</td>
<td>No</td>
<td>4</td>
</tr>
<tr>
<td>Minority</td>
<td>0 of 27</td>
<td>0.0%</td>
<td>6.7%</td>
<td>0.0%</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>04 Male</td>
<td>0 of 8</td>
<td>0.0%</td>
<td>17.5%</td>
<td>0.0%</td>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>07 Female</td>
<td>0 of 3</td>
<td>0.0%</td>
<td>41.5%</td>
<td>0.0%</td>
<td>Yes</td>
<td>0</td>
</tr>
<tr>
<td>01-07 Disabled</td>
<td>1 of 44</td>
<td>2.3%</td>
<td>3.5%</td>
<td>65.7%</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Carroll</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 Male</td>
<td>4 of 11</td>
<td>36.4%</td>
<td>63.9%</td>
<td>57.0%</td>
<td>Yes</td>
<td>6</td>
</tr>
<tr>
<td>Minority</td>
<td>0 of 11</td>
<td>0.0%</td>
<td>6.7%</td>
<td>0.0%</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>04 Male</td>
<td>0 of 5</td>
<td>0.0%</td>
<td>11.6%</td>
<td>0.0%</td>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>07 Female</td>
<td>0 of 2</td>
<td>0.0%</td>
<td>48.0%</td>
<td>0.0%</td>
<td>Yes</td>
<td>0</td>
</tr>
<tr>
<td>01-07 Disabled</td>
<td>0 of 23</td>
<td>0.0%</td>
<td>4.5%</td>
<td>0.0%</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Source: Work Force Analysis Quantitative Analysis % = % of DMACC Work Force
V. QUALITATIVE ANALYSIS AND GOALS
QUALITATIVE ANALYSIS AND GOALS

The qualitative analysis is the process of reviewing college personnel policies, procedures, and practices to determine if they are contributing to identified underrepresentation, or more specifically, if they "tend to exclude, disadvantage, restrict or result in adverse impact on the basis of racial/ethnic origin, gender or disability" (281-95.5).

As self-examination was conducted covering the following areas of personnel administration:

- EEO/AA
- Recruitment
- Application Process
- Hiring Process
- Assignment and Advancement
- Wage and Salary Administration
- Benefits and Leave
- Staff Development
- Complaint Procedure
- Performance Evaluation
- Separation

The specific issues addressed and the findings are detailed in Appendix C. The findings indicate many strengths in both policy and practice. Some areas were identified as needing further attention. Those areas were the basis for the development of the qualitative goals appearing on pages 20-22.
Goals - General

1. Establish an ongoing EEO/AA Committee to:
   - Assist and advise the EEO/AA Coordinator in the implementation and periodic evaluation of the College EEO/AA Plan;
   - Serve as an advocate for the Plan and the principles of EEO/AA.

   The EEO/AA Committee shall be representative of diverse racial/cultural groups, men, women, and persons with disabilities. The EEO/AA Coordinator shall serve as an ex-officio member of the Committee.

2. Develop and implement procedures to ensure that College offices and public areas create a multicultural nonsexist physical environment and that written and visual College communications are gender-neutral and sensitive to members of diverse racial/ethnic groups, men, women, and persons with disabilities.

3. Monitor implementation of the recommendations made in the CCPD Accessibility Examination Final Report and submit an annual progress report to the EEO/AA Coordinator.

Goals - Recruitment

4. Improve advertising/posting efforts by:
   - Identifying and utilizing alternative resources;

   - EEO/AA Coordinator
   - Human Resources Department

QUALITATIVE GOALS

Responsibility

Timelines

- President
- EEO/AA Coordinator
- Committee for Concerns of Persons with Disabilities
- Human Resources Department

Establish Committee by October, 1990
Implement procedures by January, 1991, with ongoing monitoring
April, 1991, and annually thereafter
July, 1990, and ongoing
- Using an expanded EEO/AA tag line (e.g., "Women and Minorities are encouraged to apply") for positions in underrepresented job categories in selected situations;
- Tracking and evaluating general and target group responses.

### Goals - Hiring

<table>
<thead>
<tr>
<th>Responsibility</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Review applications of underrepresented members of racial/ethnic minority groups, men, women, and persons with disabilities who have not been selected to interview for vacancies and include in the interview group if necessary to ensure that equal opportunity has been afforded.</td>
<td>- EEO/AA Coordinator</td>
</tr>
<tr>
<td>6. Reevaluate the screening process to ensure that it:</td>
<td>- Human Resources Department</td>
</tr>
<tr>
<td>- Correctly differentiates between applicants who meet minimum qualification requirements and those who do not;</td>
<td>- EEO/AA Coordinator</td>
</tr>
<tr>
<td>- Provides for affirmative action in order to facilitate the attainment of numerical goals within applicable legal constraints.</td>
<td>- EEO/AA Committee</td>
</tr>
<tr>
<td>7. Compile and track the disposition of applicants by race, sex, and disability for all job vacancies.</td>
<td>- EEO/AA Coordinator</td>
</tr>
<tr>
<td>8. Develop a College Procedure to address the provision of &quot;reasonable accommodations&quot; to employees and applicants with disabilities.</td>
<td>- EEO/AA Coordinator</td>
</tr>
<tr>
<td></td>
<td>- CCPD</td>
</tr>
<tr>
<td></td>
<td>- Human Resources Department</td>
</tr>
</tbody>
</table>
Goals - Assignment/Advancement

9. Recommend a method to the EEO/AA Committee for identifying and notifying employees who are members of racial/ethnic minority groups, men, women, or disabled with potential for promotion to underrepresented job categories; recommend training opportunities which could prepare these employees for internal advancement.

Goals - Wage and Salary

10. Ensure that minimum qualifications are reasonable in terms of assigned duties and responsibilities.

Goals - Staff Development

11. Provide training to all supervisors on the principles of EEO/AA and the implementation of the College EEO/AA Plan.

Goals - Separation

12. Review the exit interview process and develop a mechanism to identify potential or existing EEO problems.
APPENDICES
1. It is the policy of this state to provide equal opportunity in school district, area education agency, and merged area school employment to all persons. An individual shall not be denied equal access to school district or area education agency or merged area school employment opportunities because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. It also is the policy of this state to apply affirmative action measures to correct deficiencies in school district, area education agency, and merged area school employment systems where those remedies are appropriate. This policy shall be construed broadly to effectuate its purpose.

2. The director of the department of education shall actively promote fair employment practices for all school district, area education agency, and merged area school employees and the state board of education shall adopt rules requiring specific steps by school districts, area education agencies, and merged area schools to accomplish the goals of equal employment opportunity and affirmative action in the recruitment, appointment, assignment, and advancement of personnel. Each school district, area education agency, and merged area school; shall be required to develop affirmative action standards which are based on the population of the community in which it functions, the student population served, or the persons who can be reasonably recruited. The director of education shall consult with the department of personnel in the performance of duties under this section.

3. Each school district, area education agency, and merged area school in the state shall submit to the director of the department of education an annual report of the accomplishments and programs of the district, agency, or merged area school in carrying out its duties under this section. The report shall be submitted between December 15 and December 31 each year. The director shall prescribe the form and content of the report.

4. The director of the department of education shall prepare a compilation of the reports required by subsection 3 and shall submit this compilation together with a report of the director's accomplishments and programs pursuant to this section, to the department of management by January 31 of each year. 86 Acts, ch 1245, 228
Chapter 95 Administrative Code - School Rules of Iowa

Equal Employment Opportunity and Affirmative Action Standards

281-95.1 (256) Purpose. It is the purpose of this chapter to implement Iowa Code section 19B.11 by requiring specific steps by school districts, area education agencies, and merged area schools to accomplish the goals of equal employment opportunity and affirmative action in the recruitment, appointment, assignment and advancement of personnel.

281-95.2 (256) Definitions. The following definitions shall be applied to the rules in this chapter:

"Affirmative action" means action appropriate to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunity.

"Agency" means a local school district, an area education agency or a merged area school.

"Availability" means the extent to which members of a racial/ethnic group, women, men or persons with disabilities are present within the relevant labor market.

"Director of Education" means the director of the Iowa Department of Education.

"Equal employment opportunity" means equal access to employment, training and advancement, or employment benefits regardless of race, creed, color, religion, sex, age, national origin and disability.

"Person with a disability" means any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment, as defined by civil rights commission subrule 161-8.26(1).

"Racial/ethnic minority person" means any person who is African-American, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native.

"Relevant labor market" means the geographic area in which an agency can reasonably be expected to recruit for a particular job category.

"Metropolitan statistic area. A large population nucleus (50,000 +) and nearby communities which have a high degree of economic and social integration with that nucleus. Each area consists of one or more entire counties."

"Underrepresentation" means having fewer members of a racial/ethnic group, women, men or persons with disabilities in a particular job category than would be reasonably expected based on their availability in the relevant labor market.
"Workforce" means an agency's full-time and part-time employees.

281-95.3 (256) Equal employment opportunity standards. Employment policies and practices shall provide equal employment opportunity to all persons. No person shall be denied equal access to agency employment opportunities because of his or her race, creed, color, religion, national origin, gender, age or disability.

281-95.3(1) (256) Affirmative action programs. A work force analysis shall be performed and affirmative measures will be developed and implemented for any major job categories in which a racial/ethnic group, women, men or persons with disabilities are underrepresented.

281-95.4 (256) Duties of boards of directors. Each board of directors shall adopt policy statements and develop plans for implementation of equal employment opportunity standards and affirmative action programs.

281-95.4(1) (256) Policy statements. Each board of directors shall adopt policy statements outlining its commitment to the principles of equal employment opportunity and affirmative action. These policy statements shall prescribe procedures for employees and applicants for employment to redress complaints of discrimination.

281-95.4(2) (256) Written plans. Each board of directors shall prepare and implement written equal employment opportunity and affirmative action plans by July 1, 1990. The plans shall be evaluated and updated on a biennial basis.

281-95.4(3) (256) Assignment of responsibility. Each board of directors shall assign to an employee the responsibility for coordinating the development and ongoing implementation of the plans. This employee may be the same employee who has been assigned to coordinate the agency's efforts to comply with federal laws requiring non-discrimination in educational programs and employment.

281-95.4(4) (256) Input. Each board of directors shall obtain systematic input from diverse racial/ethnic groups, women, men and persons with disabilities into the development and implementation of the plans. School districts may use existing advisory committees or public hearing procedures developed to receive similar input regarding the development and implementation of multicultural, nonsexist education plans.

281-95.4(5) (256) Staff development. Each board of directors shall provide periodic training for all staff who hire or supervise personnel on the principles of equal employment opportunity and the implementation of its affirmative action plan.

281-95.4(6) (256) Record keeping. Each board of directors shall keep the necessary records to document its affirmative action progress. Employment data shall be reported to the department of education by racial/ethnic category, gender and disability. This report shall be part of the Department of Education's basic educational data collection system.
281-95.5 (256) Plan components. In addition to the board policy statement, each equal employment opportunity and affirmative action plan shall include but not be limited to the following components:

281-95.5(1) (256) Identification of coordinator. The name, job title, address and phone number of the employee responsible for coordinating the development and implementation of the equal employment opportunity and affirmative action plans.

281-95.5(2) (256) Administrative statement. An administrative statement on how the agency's equal employment opportunity and affirmative action policies and plans are to be implemented, including the internal system for auditing and reporting progress. The administrative statement shall be signed and dated by the chief executive officer of the agency.

281-95.5(3) (256) Workforce analysis. A work force analysis that shall show the numerical and percentage breakdown of the agency's full-time and part-time employees within each major job category by racial/ethnic group, gender, and disability. Major job categories shall be consistent with the E.E.O. 5 and E.E.O. 6 occupational categories reported to the United States Equal Employment Opportunity Commission. For the purpose of confidentiality, disability data may be based on total agency figures, rather than those of major job categories.

281-95.5(4) (256) Quantitative analysis. A quantitative analysis that shall compare work force analysis figures with the availability of qualified or qualifiable members of racial/ethnic groups, women, men and persons with disabilities within the relevant labor market.

281-95.5(5) (256) Qualitative analysis. When underrepresentation is identified in one or more major job category, a qualitative analysis shall be implemented and included in the agency's affirmative action plan. The qualitative analysis is a review of employment policies and practices to determine if and where those policies and practices tend to exclude, disadvantage, restrict or result in adverse impact on the basis of racial/ethnic origin, gender, or disability. The analysis may include, but is not limited to the review of:

a. Recruitment practices and policies;

b. A demographic study of the applicant pool and flow;

c. The rate and composition of turnover in major job categories;

d. Trends in enrollment which will effect the size of the work force;

e. Application and application screening policies and practices;

f. Interview, selection, and placement policies and practices;

g. Transfer and promotion policies and practices;

h. Discipline, demotion, termination and reduction in force policies and practices;
i. Employee assistance, training selection and mentoring policies and practices;

j. The impact of the collective bargaining agreement on equal employment opportunity and the affirmative action process;

k. Law, policies or practices external to the agency that may hinder success in equal employment opportunity and affirmative action.

281—95.5(6) (256) Goals. Numerical goals and timetables for reduction of underrepresentation in each major job category where it has been identified shall be developed. These goals shall not be treated as rigid and inflexible quotas that must be met, but as reasonable aspirations toward correcting imbalance in the agency's workforce. The goal shall not cause any group of applicants to be excluded from the hiring process. When setting numerical goals agencies shall take into consideration the following:

a. The numbers and percentages from the workforce analysis conducted pursuant to (95.5 (3));

b. The number of short and long term projected vacancies in the job category, considering turnover, layoffs, lateral transfers, new job openings, and retirements;

c. The availability of qualified or qualifiable persons from underrepresented racial/ethnic, gender and disability categories within the relevant labor market.

d. The makeup of the student population served by racial/ethnic origin, gender and disability;

e. The makeup of the population served by racial/ethnic origin, gender and disability;

f. The makeup of the population of the metropolitan statistic area, when applicable, by racial/ethnic origin, gender, and disability;

281—95.5(7) (256) Absence of minority base. Agencies with no minority students enrolled or no minority employees shall develop goals and timetables for recruiting and hiring persons of minority racial/ethnic origin when those persons are available within the relevant labor market.

281—95.5(8) (256) Consolidation. An agency may consolidate racial/ethnic minorities and job categories into broader groupings in conducting its analysis under subrules 95.5(3), 95.5(4) and 95.5(6) when its size or number of employees makes more specific categories impractical.

281—95.5(6) (256) Qualitative goals. Qualitative goals, activities and timetables which specify the appropriate actions and time frames in which problem areas identified during the qualitative analysis are targeted and remedied. In setting qualitative goals and planning actions the agency may consider, but need not be limited to the following:
a. Broadening or targeting recruitment efforts;

b. Evaluation and validating criteria and instruments used in selecting applicants for interviews, employment, and promotion;

c. Providing equal employment opportunity, affirmative action, and intergroup relations training for employees of the agency;

d. Developing a system of accountability for implementing the agency's plan;

e. Developing and implementing an employee assistance and mentoring program;

f. Establishing a work climate which is sensitive to diverse racial/ethnic groups, both women and men and persons with disabilities;

g. Negotiating the revision of collective bargaining agreements to facilitate equal employment opportunity and affirmative action;

h. Considering a person's racial/ethnic origin, gender, or disability as a relevant factor when selecting applicants for interview, employment and promotion in job categories where underrepresentation exists.

281-95.6 (256) Dissemination. Each agency shall have an internal and external system for disseminating its equal employment opportunity and affirmative action policies and plans.

281-95.6(1) (256) Plan distribution. The policies and plans shall be annually distributed to agency employees involved in the hiring or management of personnel and shall be made available to other agency employees, the public and the Director of Education upon request.

281-95.6(2) (256) Policy statement distribution. The policy statement shall be distributed to all applicants for employment and shall be disseminated annually to employees, students, parents and recruitment sources.

281-95.7 (256) Reports. Each education agency shall submit an annual progress report on equal employment opportunity and affirmative action to its local board of directors. Ann annual progress report shall be submitted to the Department of Education by December 31 of each year. The report shall be part of the basic educational data collection system administered by the Department of Education.

These rules are intended to implement Iowa Code section 19B.11
DMACC EEO/AA Plan
Labor Force Data

A. Male, Female, and Minority Data (Source: 1980 Census, EEO File)

(1) Executive, Administrative, Managerial (Nationwide RLM)

<table>
<thead>
<tr>
<th>Total</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>NW</td>
<td>10,133,551</td>
<td>3,070,247 (30.3%)</td>
<td>7,063,304 (69.7%)</td>
</tr>
</tbody>
</table>

(2) Faculty (Iowa and Contiguous States RLM)

Postsecondary Teacher labor force data was not available from all RLM states. Bracketed figures represent estimates based on the ratio of Postsecondary Teachers to total Professionals for all RLM states reporting postsecondary data. (See attachment.)

<table>
<thead>
<tr>
<th>Total</th>
<th>Postsecondary</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>WI</td>
<td>15,710</td>
<td>5,914 (37.6%)</td>
<td>9,796 (62.4%)</td>
<td>980 (6.2%)</td>
</tr>
<tr>
<td>MN</td>
<td>11,931</td>
<td>3,952 (33.1%)</td>
<td>7,979 (66.9%)</td>
<td>746 (6.3%)</td>
</tr>
<tr>
<td>MO</td>
<td>12,598</td>
<td>4,649 (36.9%)</td>
<td>7,949 (63.1%)</td>
<td>970 (7.8%)</td>
</tr>
<tr>
<td>SD</td>
<td>[2,064]</td>
<td>[745] (36.1%)</td>
<td>[1,319] (63.9%)</td>
<td>[138] (6.7%)</td>
</tr>
<tr>
<td>IL</td>
<td>[32,775]</td>
<td>[11,832] (36.1%)</td>
<td>[20,943] (63.9%)</td>
<td>[2,196] (6.7%)</td>
</tr>
<tr>
<td>IA</td>
<td>[10,999]</td>
<td>[3,971] (36.1%)</td>
<td>[7,028] (63.9%)</td>
<td>[737] (6.7%)</td>
</tr>
<tr>
<td>NE</td>
<td>[4,328]</td>
<td>[1,562] (36.1%)</td>
<td>[2,766] (63.9%)</td>
<td>[290] (6.7%)</td>
</tr>
</tbody>
</table>

90,405 32,625 (36.1%) 57,780 (63.9%) 6,057 (6.7%)

(3) Other Professional (Iowa RLM)

Other Professional labor force data was not available from Iowa. Bracketed figures represent estimates based on the ratio of Professionals excluding Teachers to total Professionals for all contiguous states reporting professional data by those categories.

<table>
<thead>
<tr>
<th>Total Professional</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA</td>
<td>[131,782]</td>
<td>[55,876] (42.4%)</td>
<td>[75,906] (57.6%)</td>
</tr>
</tbody>
</table>

(4) Secretarial/Clerical (Des Moines MSA, Boone and Carroll RLM's)

<table>
<thead>
<tr>
<th>Total</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM MSA</td>
<td>38,384</td>
<td>32,026 (83.4%)</td>
<td>6,358 (16.6%)</td>
</tr>
<tr>
<td>Carroll</td>
<td>1,285</td>
<td>1,136 (88.4%)</td>
<td>149 (11.6%)</td>
</tr>
<tr>
<td>Boone</td>
<td>1,654</td>
<td>1,365 (82.5%)</td>
<td>289 (17.5%)</td>
</tr>
</tbody>
</table>
### (5) Technical and Paraprofessional (Iowa, Carroll, and Boone/Story RLM's)

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>84,066</td>
<td>57,634 (68.6%)</td>
<td>26,432 (31.4%)</td>
<td>2,674 (3.2%)</td>
</tr>
<tr>
<td>Carroll</td>
<td>512</td>
<td>435 (85.0%)</td>
<td>77 (15.0%)</td>
<td>0</td>
</tr>
<tr>
<td>Boone/Story</td>
<td>3,925</td>
<td>2,207 (56.2%)</td>
<td>1,718 (43.8%)</td>
<td>158 (4.0%)</td>
</tr>
</tbody>
</table>

### (6) Skilled Craft (Des Moines MSA, Boone and Carroll RLM's)

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM MSA</td>
<td>25,221</td>
<td>2,696 (10.7%)</td>
<td>22,525 (89.3%)</td>
<td>1,117 (4.4%)</td>
</tr>
<tr>
<td>Boone</td>
<td>1,899</td>
<td>210 (11.1%)</td>
<td>1,689 (88.9%)</td>
<td>0</td>
</tr>
<tr>
<td>Carroll</td>
<td>1,419</td>
<td>134 (9.4%)</td>
<td>1,285 (90.6%)</td>
<td>5 (.35%)</td>
</tr>
</tbody>
</table>

### (7) Service/Maintenance (Des Moines MSA, Boone and Carroll RLM's)

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM MSA</td>
<td>43,293</td>
<td>15,370 (35.5%)</td>
<td>27,923 (64.5%)</td>
<td>3,540 (8.2%)</td>
</tr>
<tr>
<td>Boone</td>
<td>3,312</td>
<td>1,377 (41.6%)</td>
<td>1,975 (58.4%)</td>
<td>27 (.8%)</td>
</tr>
<tr>
<td>Carroll</td>
<td>2,716</td>
<td>1,318 (48.5%)</td>
<td>1,398 (51.5%)</td>
<td>17 (.6%)</td>
</tr>
</tbody>
</table>

### B. Disability Data (Source: Department of Employment Services, Iowa Job Service Applicants for 1988)

1. **Executive, Administrative, Managerial (Nationwide RLM - Iowa statewide data was used because nationwide data was not available.)**

<table>
<thead>
<tr>
<th>Total</th>
<th>Disabled</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,559</td>
<td>276</td>
<td>5.0</td>
</tr>
</tbody>
</table>

2. **Faculty (Iowa contiguous states RLM - Iowa statewide data only was used because contiguous state data was not available.)**

   Iowa Postsecondary Teacher disability data was not available. Bracketed figures are based on the application of the ratio of Postsecondary Teachers to total Professionals for all contiguous states reporting postsecondary labor force data to Iowa's applicant data. (See attachment)

<table>
<thead>
<tr>
<th>Total</th>
<th>Disabled</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>[124]</td>
<td>[6]</td>
<td>4.8</td>
</tr>
</tbody>
</table>
(3) **Other Professional (Iowa RLM)**

Other Professional labor force data was not available from Iowa. Bracketed figures represent estimates based on the application of the ratio of Professionals excluding Teachers to total Professionals for all contiguous states reporting professional data by those categories to Iowa's applicant data.

<table>
<thead>
<tr>
<th>Total</th>
<th>Disabled</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1,484]</td>
<td>[66]</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

(4) **Secretarial/Clerical (Des Moines MSA, Boone and Carroll RLM's)**

<table>
<thead>
<tr>
<th>Total</th>
<th>Disabled</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM MSA</td>
<td>2,025</td>
<td>83</td>
</tr>
<tr>
<td>Boone</td>
<td>149</td>
<td>7</td>
</tr>
<tr>
<td>Carroll</td>
<td>72</td>
<td>0</td>
</tr>
</tbody>
</table>

(5) **Technical and Paraprofessional (Iowa, Carroll, and Boone/Story RLM's)**

<table>
<thead>
<tr>
<th>Total</th>
<th>Disabled</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa</td>
<td>7,821</td>
<td>347</td>
</tr>
<tr>
<td>Boone/Story</td>
<td>248</td>
<td>4</td>
</tr>
<tr>
<td>Carroll</td>
<td>37</td>
<td>1</td>
</tr>
</tbody>
</table>

(6) **Skilled Craft (Des Moines MSA, Boone, and Carroll RLM's)**

<table>
<thead>
<tr>
<th>Total</th>
<th>Disabled</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM MSA</td>
<td>1,073</td>
<td>55</td>
</tr>
<tr>
<td>Boone</td>
<td>127</td>
<td>0</td>
</tr>
<tr>
<td>Carroll</td>
<td>19</td>
<td>2</td>
</tr>
</tbody>
</table>

(7) **Service/Maintenance (Des Moines MSA, Boone, and Carroll RLM's)**

<table>
<thead>
<tr>
<th>Total</th>
<th>Disabled</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>DM MSA</td>
<td>5,075</td>
<td>231</td>
</tr>
<tr>
<td>Boone</td>
<td>525</td>
<td>19</td>
</tr>
<tr>
<td>Carroll</td>
<td>178</td>
<td>7</td>
</tr>
</tbody>
</table>

Campus-wide (Averaged RLM % of Categories 01-07 for the Campus)
<table>
<thead>
<tr>
<th>State</th>
<th>Total Professional</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>WI</td>
<td>240,952</td>
<td>121,600 (50.5%)</td>
<td>119,325 (49.5%)</td>
<td>9,765 (4.1%)</td>
</tr>
<tr>
<td>MN</td>
<td>237,730</td>
<td>116,433 (49.0%)</td>
<td>121,290 (51.0%)</td>
<td>7,445 (3.1%)</td>
</tr>
<tr>
<td>MO</td>
<td>274,314</td>
<td>138,254 (50.4%)</td>
<td>136,060 (49.6%)</td>
<td>26,060 (9.5%)</td>
</tr>
<tr>
<td>SD</td>
<td>38,949</td>
<td>20,038 (50.3%)</td>
<td>18,911 (48.6%)</td>
<td>1,903 (4.9%)</td>
</tr>
<tr>
<td>IA</td>
<td>618,400</td>
<td>311,055 (50.3%)</td>
<td>307,345 (49.7%)</td>
<td>92,142 (14.9%)</td>
</tr>
<tr>
<td>NE</td>
<td>207,531</td>
<td>97,768 (47.1%)</td>
<td>109,763 (52.9%)</td>
<td>4,979 (2.4%)</td>
</tr>
<tr>
<td>SD</td>
<td>81,669</td>
<td>44,521 (54.5%)</td>
<td>37,148 (45.5%)</td>
<td>3,275 (4.0%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>791,945</td>
<td>396,325</td>
<td>395,586</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>Total Professionals (Exc. Teachers)</th>
<th>Female</th>
<th>Male</th>
<th>Minority</th>
</tr>
</thead>
<tbody>
<tr>
<td>WI</td>
<td>145,494</td>
<td>62,759 (43.1%)</td>
<td>82,735 (56.9%)</td>
<td>6,004 (4.1%)</td>
</tr>
<tr>
<td>MN</td>
<td>149,822</td>
<td>64,086 (42.8%)</td>
<td>85,736 (57.2%)</td>
<td>5,103 (3.4%)</td>
</tr>
<tr>
<td>MO</td>
<td>183,274</td>
<td>75,883 (41.4%)</td>
<td>107,391 (58.6%)</td>
<td>16,808 (9.2%)</td>
</tr>
<tr>
<td>SD</td>
<td>23,962</td>
<td>10,215 (42.6%)</td>
<td>13,747 (57.4%)</td>
<td>1,221 (5.1%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>502,552</td>
<td>289,609</td>
<td>29,136 (5.8%)</td>
</tr>
</tbody>
</table>

**RLM Professional Labor Force Data**
## Community Demographic Data

### Ankeny Campus

- **Community Served**: Dallas, Guthrie, Jasper, Marion, Madison, Polk and Warren Counties
- **Community Population**: 5.5% Minority 52% Female 48% Male
- **MSA**: Dallas, Polk and Warren Counties
- **MSA Population**: 6.3% Minority 52.2% Female 47.8% Male
- **Student Population**: 3.7% Minority (235) 53.6% Female (3,447) 46.4% Male (2,981)

### Urban Campus

- **Community Served**: Polk and Warren Counties
- **Community Population**: 7% Minority 52.3% Female 47.7% Male
- **MSA**: Dallas, Polk and Warren Counties
- **MSA Population**: 6.3% Minority 52.2% Female 47.8% Male
- **Student Population**: 14.3% Minority (263) 68% Female (1,248) 32% Male (586)

### Boone Campus

- **Community Served**: Boone and Story Counties
- **Community Population**: 3.6% Minority 49.6% Female 50.4% Male
- **Student Population**: 4.5% Minority (41) 61.1% Female (555) 38.9% Male (354)

### Carroll Campus

- **Community Served**: Carroll County
- **Community Population**: .7% Minority 51.4% Female 48.6% Male
- **Student Population**: .6% Minority 77.6% Female (413) 22.4% Male (119)

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**Source**: Student Population from Spring '90 Enrollment Data
Community/MSA Population from 1980 Census
Self-Examination of DMACC Personnel Policies, Procedures and Practices

EEO/AA

1. Does the College have an EEO Policy which prohibits discrimination based on race, color, national origin, creed, religion, sex, age, and disability in all aspects of personnel administration?

The current College Policy is being revised to include all groups listed in #1 and will cover all aspects of personnel administration. Anticipated effective date is July, 1990.

2. Does the College have an AA Policy which provides for affirmative measures in the event of underrepresentation of men, women, members of racial/ethnic minority groups or the disabled in a job category?

The current college Policy on AA provides for a Board-approved Affirmative Action Plan. That Policy is being revised to specifically require affirmative action for the groups listed in #2 when there is evidence of underrepresentation. Anticipated effective date is July, 1990.

3. Are College Procedures and practices monitored to ensure the EEO/AA Policies are being properly implemented?

Current monitoring efforts focus primarily on the hiring process. The July, 1990, EEO/AA Plan will include a requirement to audit implementation of the entire plan.

4. Are buildings, facilities and program areas accessible to employees and applicants who are mobility-impaired?

An institution-wide accessibility study conducted in 1989 indicated that while much has been done, there are still some accessibility problems which need to be addressed: door-pull weights which are too heavy; restroom, eating area, bookstore, telephone and drinking fountain inaccessibility; lack of building directories for vision impaired; lack of emergency exit plans for disabled persons.

5. Do offices and public areas create a multicultural nonsexist physical environment?

There are temporary displays of art work from various cultures and many permanent displays of photographs which are representative of both sexes and include persons of various races/ethnic groups and persons with disabilities. However, there is no formal review process in place to ensure a multicultural nonsexist physical environment.
6. Are written and visual communications gender-neutral and sensitive to diverse racial/ethnic groups, persons with disabilities and persons of diverse age and religion?

Human Resources Department communications are generally sensitive to this issue, simply due to the nature of its function. There is, however, room for improvement, both with personnel and other communications. There is no formal monitoring system to ensure gender neutrality or sensitivity to members of diverse racial/ethnic groups, persons with disabilities and persons of diverse age and religion in college communications.

RECRUITMENT

7. Are vacant permanent positions posted and advertised internally and externally?

Procedure requires that all vacant permanent positions be posted internally and externally and advertised in the Des Moines Register. The procedure provides for a waiver of this requirement but the waiver has been invoked only in a very few cases.

8. Do postings and advertisements reference the College's EEO/AA commitment?

Procedure requires that Human Resources place all employment ads and that all ads and postings contain an EEO/AA reference.

9. Do job postings and advertisements accurately reflect the applicable job descriptions?

Job postings and ads for permanent positions are written from the official job descriptions.

10. Are external postings distributed to organizations and ads placed in publications which are most likely to reach target groups (i.e. underrepresented men, women, diverse racial/cultural groups and persons with disabilities)?

Placement of ads in the Des Moines Register was intended to accomplish this. Faculty and administrative ads are frequently placed in the Chronicle and in major newspapers within contiguous states. Recent efforts have been made to expand use of the A.A. Register and a local minority newspaper. Postings have a fairly wide distribution, going to such organizations as Vocational Rehabilitation, Commission for the Blind, Human Rights, Easter Seal, Civil Rights, Commission on Aging, Black Minority Alliance, Urban Dreams, Spanish Speaking Peoples Commission, Commission on the Status of Women, State Employment Service, etc.
11. Are efforts made to avoid word of mouth, walk-in or personal referrals as the primary recruitment vehicle?

The advertising and posting Procedure is an attempt to expand applicant pools and serve as the primary source of referrals. General application files are not maintained. Applicants must apply for specific vacancies.

12. Are recruitment methods other than advertising and posting used?

Advertising and postings are the primary recruitment methods.

APPLICATION PROCESS

13. Is there a standard application process, including an official employment application form which applicants are required to complete in order to be considered for vacant permanent positions?

There is a standard application process, some of which is defined in Procedures, some in Human Resources internal procedures. The process includes use of an official College application form which must be completed and submitted by the applicable deadlines in order for an applicant to be considered for a vacancy.

14. Do application materials reference the College's EEO/AA commitment and the existence of a discrimination complaint procedure?

The materials currently reference the College EEO/AA commitment but not the discrimination complaint procedure. The application materials are in the process of being revised and a discrimination complaint procedure reference will be added.

15. Are application materials free from illegal inquiries?

Application materials are intended to be free of illegal inquiries and are reviewed by legal counsel prior to use in order to ensure that that objective has been met.

16. Do application materials provide for the collection of race, sex, and disability data for purposes of reporting and evaluation? Is this data removed prior to the hiring process?

Race, sex and disability data are collected as part of the application process. It is removed from the application when it is received by Human Resources and filed separately within the job file.

17. Are applicant race, sex, and disability data compiled and tracked by referral source?

Data are available, but not compiled and tracked by referral source.
HIRING PROCESS

18. Is there a standard hiring process for permanent positions with established screening and selection procedures?

Procedures define a standard hiring process which is required for all permanent positions. The process includes screening criteria and documentation requirements.

19. Are applicants screened against written qualifications that are contained in official job descriptions and established before screening begins?

Applicants for nonfaculty positions are screened against the written job description qualifications which are established before screening begins. Job description qualifications have, on occasion, been changed after screening began but the job was then reposted and readvertised, starting the process over again. Although there are no faculty job descriptions, there is a formalized process for establishing written qualifications before screening begins. Qualifications may vary by discipline.

20. Are interviews free of illegal inquiries?

Hiring authorities/screening committees are advised of the need to avoid illegal inquiries and to focus on job-related questions only. Interview questions are documented and reviewed after the fact.

21. Are the same core questions asked of all applicants interviewed for a specific vacancy in a structured interview format?

Structured interviews are required by Procedures, including asking all applicants the same basic questions, preferably in the same order. Applicant responses to the core questions may generate additional questions which may vary from applicant to applicant.

22. Does the process provide for a mechanism to monitor preselection bias?

When there are indications that preselection bias may exist, the screening and selection documentation may be reviewed.

23. Does race, sex, and/or disability serve as one of several selection criteria for vacancies in job categories in which underrepresentation has been identified?

When the revised EEO/AA Plan is completed and underrepresentation identified, race, sex and/or disability will serve as a selection criteria for those affected jobs. It will not be the sole criteria, however, but will merely serve as a "plus" factor.
24. Are applicants required to meet the minimum qualification requirements in order to be hired?

Procedures and selection process guidelines require that applicants must meet minimum requirements in order to be interviewed (and subsequently hired).

25. Is the disposition of applicants compiled and tracked by race, sex, and disability for individual vacancies or by job categories?

Except for aggregate minority hire data by classified, faculty and admin./prof. categories, the disposition of applicant data by race, sex and disability is not compiled or tracked.

ASSIGNMENT AND ADVANCEMENT

26. Are employee assignment decisions and advancement decisions based on abilities and operational needs and not on discriminatory criteria such as race, sex, etc.?

Procedure requires that promotion, demotion, transfer and reclassification will be in accordance with applicable EEO/AA Procedures, but these have not yet been developed. Promotions are covered by the standardized hiring Procedures. The decisions are not routinely monitored, but employees may use the formal complaint procedure (after July, 1990, they may use the Discrimination Complaint Procedure) if they believe discriminatory criteria were the basis for an assignment or advancement decision.

27. Are criteria other than seniority used in making assignment/advancement decisions?

Seniority is not required by collective bargaining agreement or Procedures to be the sole criteria in assignment/advancement decisions.

28. Are efforts made to identify men, women, members of racial/ethnic minority groups and/or disabled employees with promotable potential and to provide training, experience and encouragement for professional growth?

Individual staff development activities have been provided to selected protected class individuals. There are no Procedures or formalized practices related to these efforts.
29. Are efforts made to include men, women, members of racial/ethnic minority groups and/or disabled employees in the applicant pool for vacancies in an under represented job category?

   The regular distribution of postings on the four campuses is the only mechanism used to include employees in the applicant pool.

WAGE AND SALARY ADMINISTRATION

30. Are job descriptions available for all positions?

   Faculty positions do not require job descriptions. There is a separate salary structure for these jobs and they are not evaluated in the Position Evaluation process. All other positions have an individualized or a general job description.

31. Do job descriptions accurately describe assigned job duties?

   Accurate job descriptions are required by Procedure. They require several levels of approval and are rewritten at regular intervals to keep them up to date.

32. Is the language in job descriptions gender-neutral?

   Job description language is gender-neutral.

33. Are job descriptions based on a position rather than a person?

   Job descriptions are generally based on the position rather than a person, although a person may influence the way a position changes over time based on the individual's strengths and weaknesses. Organizational needs must, however, be the primary consideration.

34. Are job description qualification requirements based on assigned duties, and do they reflect the minimum requirements needed to perform satisfactorily upon entry into the position?

   Efforts are made to tie qualifications to job duties and to keep requirements at minimum levels. These efforts are not totally successful, however. Qualifications may be somewhat higher than desired, partially because their influence on salary grading is significant.
35. Is there a system for determining the relative worth of one job to another based on skill, effort, and responsibility?

There is a job evaluation system in place which is used for all nonfaculty jobs.

36. Is this system gender-neutral?

ESA hired Arthur Young and Associates to review DMACC job evaluation results at a given point in time for classified positions. The results were determined to be gender-neutral. There has been no other review of the system.

37. Are salary schedules and pay practices standardized and nondiscriminatory?

Salary schedules are standardized, although there are separate schedules for instructional and noninstructional staff. Schedule adjustments are to be based upon collective bargaining negotiations or maintenance of external comparability. A 1989 study of salary patterns showed no evidence of discrimination based on gender.

**BENEFITS AND LEAVE**

38. Are pension plan costs and benefits equitable for men and women?

Pension plan costs and benefits are equitable for men and women.

39. Are insurance costs and coverages equitable for men and women?

Insurance costs and coverages are equitable for men and women.

40. Are leave procedures and practices related to pregnancy consistent with policies on other temporary disabilities?

Paid sick leave and leave without pay are authorized for disability related to pregnancy on the same basis as for any other temporary disability.

41. Are College benefits and leave granted without regard to race, color, national origin, creed, religion, and sex? Are distinctions made due to age or marital status in keeping with federal and state laws?

College benefits and leave are granted without regard to protected class status except where required or allowed by law (e.g. life insurance and retirement benefits/age).
STAFF DEVELOPMENT

42. Do supervisory employees receive ongoing training related to their EEO/AA responsibilities?

Supervisory employees do not receive ongoing training related to their EEO/AA responsibilities.

43. Have all employees been trained in the prevention of harassment based on race, color, national origin, creed, religion, sex, age and disability in the work environment.

Employees have not all been trained in the prevention of all harassment. There has, however, been training for some employee groups related to sexual harassment.

44. Is access to staff development opportunities open to employees without regard to race, national origin, color, creed, religion, sex, age, or disability?

Staff development opportunities are open to employees without regard to protected class status. There has been no study to determine participation rates.

COMPLAINT PROCEDURE

45. Is there a complaint procedure available to applicants and employees who believe that the College's policy on equal employment opportunity and non-discrimination has been violated?

Currently, there is no formal complaint procedure for applicants who believe they have been subjected to discrimination. Procedures specify that the Formal Complaint Procedure is to be used by employees for Sexual Harassment Complaints. Effective July, 1990, a new complaint procedure will be implemented for discrimination complaints. The procedure will be available to applicants and employees and will apply to any complaint which alleges violation of the College EEO/nondiscrimination policy.

46. Are employees and applicants protected from coercion or retaliation for using the procedure or providing information regarding a complaint?

The current Board Policy on EEO/AA is being revised, effective July, 1990. The new Policy prohibits coercion and retaliation and states that employees found in violation of this policy shall be subject to disciplinary action.
PERFORMANCE EVALUATION

47. Is there a standardized performance evaluation system which does not directly or indirectly discriminate against employees?

There is a standardized performance evaluation system, although there are separate instruments for administrative/professional, faculty and classified staff. The process has not been evaluated in terms of its potential for bias.

48. Do supervisory employees have specific, documented performance expectations related to EEO/AA?

Supervisory employees do not have specific, documented performance expectations related to EEO/AA.

SEPARATION

49. Do staff reduction provisions perpetuate or allow for discrimination?

Staff reduction provisions for nonbargaining unit employees include seniority, performance and qualifications as some of the relevant factors to be considered. The classified collective bargaining agreement stipulates performance evaluations and seniority as the deciding factors and if performance is equal, seniority shall govern. The faculty collective bargaining agreement stipulates performance evaluation, licensure and seniority and if performance/licensure are equal, seniority shall govern.

50. Are discharge or layoff decisions involving protected class employees reviewed by an EEO/AA coordinator?

There is currently no EEO/AA coordinator.

51. Are performance evaluation records reviewed when discharge or layoff decisions are made?

Performance records are generally reviewed by supervisors and Human Resources prior to discharge. Layoff procedures require their review.

52. Are exit interviews conducted as part of the separation process in order to identify possible barriers to equal opportunity in employment.

Exit interviews are conducted but there have been no clear cut goals with focused questions to identify possible EEO problems.
CCPD

Accessibility Examination Final Report

In the fall of 1988 a committee of staff, faculty and students was formed to represent persons with disabilities for all four Des Moines Area Community College campuses. This advocacy committee, know as the "Committee for Concerns of Persons with Disabilities", (C.C.P.D.) hears concerns voiced both by students and staff concerning physical and academic barriers in the classroom setting, and in turn offers possible solutions and suggestions to resolve these concerns or problems. It is also the C.C.P.D. mission to educate staff, students, and faculty about physical and attitudinal barriers to persons with disabilities.

The committee decided to conduct a complete physical examination of accessibility for persons who are mobility disabled on the four campuses that create DMACC. During the spring and fall semesters of 1989, students from Drake University enrolled in the Master of Science Degree Program, Vocational Rehabilitation, Job Development/Job Placement were asked to assist in conducting the accessibility examinations. As part of their coursework, the Drake students receive comprehensive training in accessibility issues and physical barriers to public and private facilities. Thirty-five students completed the examinations, under the guidance of Morgan Connolly, Program Assistant Chairperson, and Terry Wilkham, a specialist in accessibility issues. The students were paired into groups of two, each pairing of students was required to complete a detailed physical examination report including measurements, slopes, and door pull weights of each building on all four campuses. In addition, each pairing of students was required to write possible solutions to each of the problems encountered and to include approximate costs to remedy these problems. What follows is a comprehensive report stating the findings of the accessibility survey. It is the purpose of this final report to point out general consistent problems that exist throughout the four DMACC campuses. The committee feels at this time that highlighting specific individual problems would be time consuming, mundane, and futile, as it is virtually impossible to correct every measurement that is incorrect. However, some general consistent problems that exist throughout all four campuses need to be addressed.

Overall, DMACC has done a good job at attempting to make all campuses accessible to persons with physical disabilities. Accessible parking spaces that are clearly marked with accessible approach ways exist at all four campuses. Walkways to the buildings are long, wide, and gently sloped to accommodate people using wheelchairs. Door entrances are wide enough for wheelchair access and hallways in most buildings are easily wide enough for wheelchair use. The buildings at the Ankeny and Carroll campuses are single story buildings which make elevators and stairways non-applicable. Most public restrooms in the highly traveled buildings are accessible. This committee is also encouraged by the trial run period of two automatic door openers to be installed in building "5" at the Ankeny campuses, a high traffic area for students, making this building more accessible for persons with mobility problems. We are pleased and encouraged that DMACC is taking this initiative and hope that these trends will spread in the use of automatic door openers for all high traffic buildings on all four DMACC campuses.
Even with these honest and serious attempts to make DMACC physically accessible, the survey has exposed consistent problems which need to be addressed. The following is a prioritized listing of the five areas of major concern. The first of these areas is the door-pull weights on the exterior and interior doors of almost all buildings. The maximum accessible door-pull weight for a person who has mobility problems is 8.5 pounds pull. The door pull found to exist throughout the four campuses averaged between 10 to 25 pounds. With few exceptions, (building #3 and Urban Campus) the door-pulls on some exterior doors and interior doors are much too heavy.

The second major area of concern is the public restrooms located in each of the DMACC buildings. In most of the public restrooms on the four campuses, some attempt has been made to make these restrooms wheelchair accessible with the exception of the ground floor on the Boone campus. However in most cases the efforts made are inadequate and in some cases provide obstacles for person using wheelchairs. For example, major barriers still exist even though some stalls have been widened and hand rails installed, along with raised toilets. In many instances accessible stalls are located at the wrong end of the row of stalls which limits space for proper width and depth of accessible stalls. In some cases because of their location, pillars block the swing of the door making it impossible for a person using a wheelchair to enter the stall. Stall width and depth are often too narrow, stall entrance ways are to narrow, the stall door swings in the wrong direction, handrails are often to high and to far away from the stall walls, and toilets are improperly located or are the wrong type. Other problems include sinks that are too high for wheelchair use, and soap, towel dispensers, and hand dryers which are too high for proper use. Entry into the public restrooms for a person in a wheelchair is difficult due to the excessive weight or pull of the doors.

The third major area of concern are the eating areas, particularly at the Ankeny and Carroll campuses. At the Ankeny campus due to an overall lack of space, tables are cluttered and located close together which makes wheelchair passage between these tables difficult at times. The cash registers at the Ankeny campus are situated in a manner which makes passage difficult and cumbersome. Special adjustments in most cases need to be made. At the Carroll campus location of the eating area is small with tables located very close together making wheelchair passage in-between these tables impossible. Also at the Carroll campus the micro-wave oven is located in a manner which puts it too high and out of reach for persons using wheelchairs.

The fourth major area of concern for accessibility are the bookstores, particularly at the Ankeny and Boone campuses. In both instances aisles are too narrow for wheelchair passage, obstacles jet out from the shelves creating hazards and corners and turns are too narrow for wheelchair passage.

The last major area of concern is the lack of accessible building directories, telephones and drinking fountains in each of the buildings for persons who are blind or who have vision impairments. In conjunction with the lack of building directories there are no emergency exit plans (in case of fire or other emergency) for persons with disabilities. In some of the buildings there are escape plans posted on the interior walls of each building for all students in case of emergency. However there were no escape plans in any of the buildings for disabled
persons. Also, public telephones in all of the buildings were either too high for adequate usage for a person in a wheelchair or were in-accessible due to the location of the phone or due to blockage by furniture and other obstacles. Another consistent problem with the public phones is the lack of electrical outlets near each phone for use of TDD (Telephone Device for the Deaf) machines by deaf individuals. Drinking fountains in most cases are the type of fountain that is not accessible for persons using wheelchairs or are too high for proper use. In most cases the public drinking fountains were either at the maximum height or one to two inches above the maximum height. (40 inches).

The following list represents the cost estimate to repair or install those items which were deemed most important to make Des Moines Area Community College truly accessible to persons with physical disabilities.

**Physical Plant Responses to Accessibility Survey**

1. **Reduce closer pressures to 8.5 PSI** - Almost all closures are designed with minimum pressure of 8.5 PSI or have fixed pressure. We are setting pressure where adjustable to the minimum. Doors with pressure where adjustable to the minimum closures at a cost of $150/door.

2. **Lower public phones and add electrical outlets.** Will be completed as necessary at a cost of approximately $100 per phone.

3. **Lower directories and use larger letters.** Plans are underway for new building directories in 90/91 at a cost of approximately $18,000.

4. **Add handicapped openers to at least one entrance for each building.** Urban and Building #5 are completed. The remaining buildings will be completed in the next three years at a cost of approximately $40,000 (see attached schedule.)

5. **Check threshold height at entrance doors.** Problems will be repaired as needed in next several months.

6. **Patch large cracks in side walks.** Most of these problems were corrected by 2" asphalt overlay completed in August 1989 at a cost of $15,000. Remaining side walks will be overlaid during the summer of 90 at an additional cost of $15,000.

7. **Provide evacuation plan for disabled persons.** The Physical Plant will need assistance from people familiar with such plans to proceed.

8. **Handicapped water fountains** will be added at a future date at an approximate cost of $12,000.
9. Reoccurring bathroom problems in many buildings. The building surveys were completed by many different people and there are major discrepancies between buildings, especially in bathrooms. The Physical Plant recommends resurveying all bathrooms in buildings built prior to 1979 for handicapped accessibility and compiling all areas of need. The anticipated cost to remodel the Ankeny Campus bathrooms is $50,000.

$100,000 is currently proposed for the 1992 budget to expand the bathroom facilities at the Boone Campus and make them totally handicapped accessible.

* See attached sheet for costs and schedule of implementation of Handicapped Door Openers and Building Directories.

Each year there are 4.3 million youth with disabilities in the K-12 public school system. Of these students, 200,000 enter college each year. That means that 10% of all college students have some type of disability. Des Moines Area Community College has the programs and the classes that can help students with disabilities become educated, productive citizens. By complying with the above mentioned recommendations, these students will be able to enter the College and take another step toward success.
This Lease Agreement, executed in duplicate, made and entered into this 11th day of April, 1990, by and between DES MOINES AREA COMMUNITY COLLEGE, (hereinafter referred to as "Landlord") and GOLDEN CIRCLE CENTER FOR BUSINESS DEVELOPMENT, an Iowa corporation formed pursuant to Iowa Code Chapter 504A, (hereinafter referred to as "Tenant").

1. PREMISES. Landlord, in consideration of the rents herein reserved and the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following space for the purposes stated below, situated on Landlord's Ankeny Campus in Ankeny, Polk County, Iowa, to-wit:

Buildings 15, 16, 17, 18, and 19 located on the Ankeny Campus of Landlord, and as shown on attached Exhibit "A" (hereinafter referred to as "Demised Premises").

2. ACCESS TO DEMISED PREMISES. Tenant and its successor and assigns shall also have a non-exclusive easement over, across or through those remaining portions of the Ankeny campus to allow access to the Demised Premises, including sidewalk, driveways and parking lots.

3. LEASE TERM. This lease shall be for a term of five years commencing at 12:01 A.M. on the 19th day of November, 1990, ending at midnight on the last day of the lease term, which shall be on the 18th day of November, 1995; however such Lease may be terminated prior to such time by the mutual agreement of the parties.

4. PURPOSE. Tenant shall sublease portions of the Demised Premises to certain development stage businesses ("Incubator Business") as part of a program by Landlord to stimulate growth of business in the State of Iowa. The specific uses of the Demised Premises by sublessees will be reviewed on a case-by-case situation by Landlord; however no activity which would violate any laws, rules or regulations of Landlord or any governmental agency which has jurisdiction over the Demised Premises shall occur on the Demised Premises.

5. COVENANT TO PAY RENT. Tenant shall pay $1.00 per year as Rent to Landlord at Landlord's said address or such other place as Landlord may designate in writing, without demand, without counterclaim, deduction or set-off, and such additional amounts payable monthly for utilities and services as required in section 8.

6. POSSESSION. Tenant shall be entitled to possession of those portions of the Demised Premises at the time Tenant subleases that portion of the Demised Premises to a sublessee pursuant to a sublease substantially in compliance with the sublease attached hereto as Exhibit "B". Tenant shall notify Landlord at least sixty days prior to subletting a portion of the Demised Premises, so Landlord shall have sufficient time to vacate that portion of the Demised Premises and prepare them for the sublessee. Until such time Landlord is notified by Tenant of the subleasing of a portion of the Demised Premises, Landlord shall be entitled to continued use of the Demised Premises. As long as Landlord is still in possession of portions of the Demised Premises, Landlord will be completely responsible for said portions of the Demised Premises. Tenant shall yield possession to Landlord at the time and date of the termination of this Lease except as herein otherwise expressly provided.
7. QUIET ENJOYMENT. Landlord covenants that Tenant, on paying the rent herein reserved and upon performing all the agreements by the Tenant to be performed in writing as in this Lease, and the delivery of those portions of the Demised Premises by Landlord to be made from time to time, shall and may peacefully have, hold and enjoy those portions of the Demised Premises for the term of this Lease free from molestation, eviction or disturbance by the Landlord or by any other person or legal entity whatsoever. However, Landlord, shall have the right to mortgage all of its right, title, interest in said Premises at any time without notice, subject to this Lease, and Tenant agrees to execute any subordination agreement as long as the Mortgagee agrees to allow Tenant to remain in peaceful possession as long as the Lease is not in default. Tenant agrees to execute Estoppel Certificates regarding said Lease, as requested by Landlord.

8. SERVICES AND UTILITIES. Landlord shall provide Tenant with heating, air conditioning, basic local telephone service, electricity, and a certain amount parking spaces in lots in the vicinity to the demised Premises, maintenance of outside grounds, maintenance of common areas and structural portions of any buildings in the Demised Premises, the cost of which is included in the Rent. Tenant shall reimburse Landlord the cost or estimated cost of providing such service to the portions of the Demised Premises in which Tenant or any of its Sublessees have possession, monthly, at a rate computed by Landlord.

9. INSURANCE.

   (a) Landlord will maintain insurance on the structural portions of the Demised Premises, but Landlord will not insure any equipment, fixtures, furnitures or personal property of Tenant's or any Sublessees located on any portion of the Demised Premises.

   (b) Tenant will not do or omit doing any act which would vitiate any insurance, or increase the insurance rates enforced upon the Demised Premises.

   (c) Subrogation rights are not waived.

   (d) Landlord shall settle and adjust any claim against any insurance company under said policy of insurance for the Demised Premises, and said insurance money shall be paid to and held by the Landlord to be used in payment for cost and repairs or restoration of the damaged Demised Premises, if the destruction is only partial.

   (e) Tenant will require any Sublessees of any portion of the Demised Premises to protect, indemnify and save harmless the Landlord damage and expenses occasioned by, arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the Demised Premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the Tenant or a person claiming through or under the Tenant. The Tenant further covenants and agrees that it will at its own expense procure and maintain public liability insurance with a responsible company or companies authorized to do business in the State of Iowa, in amounts satisfactory to Landlord for any one person injured, for any one accident, and for property damage, protecting the Landlord against such claim, damages, cost or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the Premises during the term thereof.
(f) Certificates or copies of said policies, which shall provide for fifteen (15) days notice to Landlord before cancel­
lation of said policy, shall be delivered to the Landlord prior
to the delivery of possession of any portion of the Demised
Premises and then twenty (20) days prior to the renewal date of
said policies.

10. DESTRUCTION OF PREMISES. In the event of a partial
destruction or damage to a portion of the Demised Premises which
prevents Tenant or Sublessee from conducting its normal business
operation on a portion of the Demised Premises, and which damage
is reasonably repairable within 60 days after its occurrence,
this Lease shall not terminate. In the event of partial destruc­
tion, Landlord shall repair such damages within 60 days of this
occurrence unless prevented from so doing by acts of God, the
elements, the public enemy, strikes, riots, government regula­
tions, city ordinances, labor, material or transportation short­
ages or other causes beyond Landlord's reasonable control. How­
ever, instead of making such repairs, Landlord, at its sole discre­
tion, shall be able to terminate this Lease.

In the event of destruction to any portion of the Demised
Premises which prevent Tenant or a Sublessee from conducting its
normal business on its Premises, and such destruction, cannot be
repaired in 60 days, said Lease as applicable to said portion of
the Demised Premises shall be terminated.

11. EMINENT DOMAIN. In the event all or any portion of the
Demised Premises is taken under eminent domain proceedings to make
the Demised Premises unusable by Tenant or Sublessee, this Lease
shall terminate as to the portion of the Demised Premises taken
and Tenant shall have no right, title or interest in any award
made for such a taking, except for any separate award for loss of
Tenant's leasehold interest or for fixtures or improvements
installed by Tenant.

12. REPAIR AND CARE OF PREMISES. Landlord agrees to make
repairs necessary for structural soundness of any building in the
Demised Premises. Landlord shall maintain the equipment which
provides heat, air conditioning, electricity, hot and cold water
to the Demised Premises and any common area in the Demised Prem­
ises. Landlord shall not be liable or responsible for incon­
veniences to the Tenant, or those claiming through the Tenant,
caused by the making of said repairs. Tenant agrees that it will
make all other repairs, or request Landlord to make such repairs
and charge the cost of such repair to Tenant, which are not
required above to be made by the Landlord, at its own expense,
including all decorating, redecorating, remodeling, alteration
and painting required by the Tenant during the term of this
Lease, and Tenant will pay for all repairs to the Demised Prem­
ises made necessary by any negligence or carelessness of the
Tenant its successor, assigns or sublessees, and will maintain
those portions of the Demised Premises in its possession in a
safe, clean, neat and sanitary condition. Tenant shall not begin
any repairs, remodeling, alteration or redecorating without
receiving the prior written approval of Landlord, which approval
will not be unreasonably withheld.

13. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF OTHER.
If default shall be made by the parties hereto in the performance
of, or in compliance with, any of the terms, covenants or condi­
tions of this Lease, except for payment of Rent and if such de­
fault shall continue for 30 days after written notice thereof from
one party to the other, the person aggrieved, in addition to all
other remedies, now or hereafter provided by law, any, but need
not, perform such term, covenant or condition, or make good such
default and any amount advanced shall be repaid forthwith on
demand, together with interest at the rate of 15% per annum, from
the date of advance.
14. **SIGNS.** Tenant shall be allowed to place signs on the Demised Premises on its own behalf and on behalf of its Sub-lessees, which signs shall conform with the policy of Landlord for placing signs in or in front of any building on the Demised Premises.

15. **RIGHT OF ENTRY.** Landlord shall have the right to enter into the Premises at reasonable time and upon reasonable notice to the Tenant to make repairs and alterations, or any other improvements required to be made by the Landlord, or necessary in connection with any services being furnished the Tenant by Landlord. However, in an emergency situation, Landlord shall be entitled to enter the Demised Premises at anytime. Landlord shall also be entitled, during the last 90 days of this Lease, to permit prospective Tenants to enter and examine the Demised Premises.

16. **MECHANIC'S LIENS.** Tenant shall have any mechanic's liens which are filed upon the Demised Premises arising from work performed for the Tenant immediately paid or bonded off and removed from being a lien on the Demised Premises.

17. **LANDLORD'S LIEN AND SECURITY INTEREST.** Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitution therefore, kept in use on said Premises by Tenant.

18. **RIGHTS CUMULATIVE.** The various rights, powers and remedies of either party provided in this Lease, shall be construed as accumulative and no one of them is exclusive of the others, or exclusive of any rights, remedies or priorities allowed to either party by law, and shall in no way effect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged. Landlord shall be entitled to recover all costs of any legal action and reasonable attorney's fees incurred by Landlord in enforcing the term of this Lease.

19. **NOTICES AND DEMAND.** Notices as provided for in this lease shall be given to the respective parties hereto with respect to addresses designated:

**Landlord:**
Des Moines Area Community College
Ankeny Campus
Ankeny, Iowa 50021
ATTN: Secretary of the Board of Directors

**Tenant:**
Golden Circle Center for Business Development
Des Moines Area Community College, Ankeny Campus
Ankeny, Iowa 50021
ATTN: Secretary of the Board of Directors

unless either party notifies the other, in writing, of a different address. Any notices to be given hereunder shall be considered given under the terms of this Lease when sent, addressed as above designated, postage pre-paid, by registered or certified mail, return receipt requested, by the United States mail so deposited in a U.S. mail box, or may be delivered in person.

20. **ASSIGNMENT.** Landlord's interest in said Lease may be assigned by Landlord without consent of Tenant. Tenant shall only sublease portions of the Demised Premises to "Incubator Businesses", who qualify pursuant to the Incubator Guidelines which are attached hereto as Exhibit "C", as such guidelines may be amended from time to time by Landlord, in its sole discretion, regarding eligibility of an "Incubator Business" to lease space, and regarding hiring practices of said "Incubator Business". Prior to entering into
any sublease of a portion of the Demised Premises to an Incubator Business, Tenant shall receive the prior written approval of the Chief Executive Officer/President of Landlord, which consent may be withheld for any reason by said Chief Executive Officer/President in his sole discretion.

21. RULES AND REGULATIONS. Tenant shall observe and comply with the rules and regulations which the Landlord may subscribe, on written notice to Tenant, for the safety, care and cleanliness of the building and the comfort, quiet and convenience of other occupants of the building. Said rules and regulations, as they are adopted shall be attached hereto as Exhibit "D".

22. SURRENDER OF PREMISES. Tenant agrees that upon termination of this Lease, it will surrender, yield up and deliver those portions of the Demised premises in its possession in good and clean condition, except for the affects of ordinary wear and tear arising from the lapse of time. Tenant may, upon completion of the lease term, if the Tenant is not in default hereunder, remove any fixtures or equipment owned by Tenant which Tenant has installed in said leased Premises, provided Tenant repairs any and all damages caused by removal.

23. PERSONAL PROPERTY. Pursuant to this Lease, Landlord may also lease to Tenant certain personal property from time to time, by listing such personal property as an attached Exhibit "E", as amended by the parties from time to time. Tenant agrees to keep such personal property in good working condition, normal wear and tear excepted and agrees to replace any personal property, or repair said personal property to its current condition, if it is damaged or destroyed. Upon termination of this Lease, all personal property subject to this Lease will remain on the Premises.

24. MODIFICATIONS TO BE IN WRITING. The covenants, provisions, terms or conditions of this Lease to be kept or performed by Landlord or Tenant shall not be modified, waived or abandoned, except by written instrument duly signed by the parties. This Lease and the Incubator Guidelines attached as Exhibit "C" and any rules and regulations adopted by Landlord to be attached as Exhibit "D" contain the entire agreement of the parties.

25. PROVISIONS TO BIND AND BENEFITS SUCCESSOR AND ASSIGNS. Each and every covenant agreement herein contains shall extend to and be binding upon the respective successors, heirs, administrators and assigns of the parties.

26. SEVERABILITY. If any provision of this Lease are determined to be unenforceable, such provision s shall be severable from the remainder of the Lease which will continue in full force and effect.

27. APPLICABLE LAW. This Lease will be construed under the laws of the State of Iowa.

WHEREFORE, the parties have executed this Lease on the day and year first above written.

DEL MOINES ARE COMMUNITY COLLEGE

By: [Signature]
Susan J. Clausen, President,
Board of Directors

GOLDEN CIRCLE CENTER FOR BUSINESS DEVELOPMENT

By: [Signature]
Lynn Vorbrich, Chairman of the Board
STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 13th day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Susan J. Clouser, to me personally known, who, being by me duly sworn, did say that she is the president of the Board of Directors of said Des Moines Area Community College, executing the within and foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal) of said Des Moines Area Community College; that said instrument was signed (and sealed) on behalf of said Des Moines Area Community College by authority of its Board of Directors; and that the said Susan J. Clouser as such President of the Board acknowledges the execution of said instrument to be the voluntary act and deed of said Des Moines Area Community College, by it and by her voluntarily executed.

[Signature]
Helen M. Harris
Notary Public in and for the State of Iowa

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 20th day of June, 1990, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Lynn Vorbrich, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Board of Directors of the Golden Circle Center for Business Development, executing the within and foregoing instrument; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) Golden Circle Center for Business Development; that said instrument was signed (and sealed) on behalf of said Golden Circle Center for Business Development by authority of its Board of Directors; and that the said as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said Golden Circle Center for Business Development, by it and by him voluntarily executed.

[Signature]
Wayne R. Harris
Notary Public in and for the State of Iowa
INCUBATOR ELIGIBILITY GUIDELINES

Section 1  All requests for tenant space will be reviewed by the Executive Director of the Golden Circle Center for Business Development and possibly a representative from the Small Business Development Center, Drake University. Applications, which qualify, will be submitted to the Board of Directors for review, approval, and leasing arrangements.

Section 2  A Tenant must be:

a. For profit business entity

b. New, start-up business; or

c. An expanding*, existing** business which has been in existence for less than two years from date of application.

d. A "part-time" business venture in which the owner(s) are committing to operate on a full-time basis and as a sole source of income. (Passive investments of the owner(s), i.e., rental income, securities, etc. do not qualify).

Section 3  Eligible business activities may include light manufacturing, assembly, printing, wholesale distribution, research and development, or any other activity deemed appropriate by the Board of Directors and compatible with zoning, building, fire, and health codes of the City of Ankeny and Des Moines Area Community College.

Section 4  Tenancy in the Incubator will be based upon the ability of the company to create new jobs. Value adding companies—companies that sell goods or services outside the Golden Circle, with economic return to the Golden Circle—will receive first consideration. Businesses which are not reaching projected job creation goals as outlined in the application may have their leases terminated with a 90-day written notice following the Annual Board Review.

Section 5  Priority for space will be given to businesses which have innovative practices, products, or ideas.

Section 6  Leases for Incubator space will have a maximum term of two years. The minimum term of a lease shall be one year. Leases for longer than one year will be contingent upon the company's job creation capabilities.

Section 7  A tenant who requires additional renovation work or utility hook-ups other than what is provided in the basic building layout (Exhibit A, attached to the lease) will bear the cost of such renovation unless other arrangements are made with the Board of Directors.
Section 8 All Lessees must prepare a financial statement (balance sheet and income statement) for review by the Executive Director and subject to review by the Board. The first report is due after the first quarter of tenancy and then every 30 days following.

Section 9 For reasons determined by the Board, Lessee will vacate Incubator space within 90 days of written notice from the Board of Directors.

Section 10 The Executive Director shall carry out the policies and procedures promulgated by the Golden Circle Center Board of Directors, and all tenants shall adhere to these policies and procedures.

* Expanding means a business which can create new employment.

** Existing means a business which has been operating more than 25 hours per week for the previous two years.
1. **REMODELING**
   - Facility changes may be made to accommodate special needs
   - Allow four to six weeks

2. **PAINT**
   - If needed, white is standard color
   - Allow three to four weeks for new paint

3. **KEYS**
   - New locks will be made for each new business
   - Keys will be given to each new business person(s) designated by Company President

4. **PARKING SPACES**
   - Parking is available in Lot A, north of building 14
   - Contact "incubator office" for a parking sticker

5. **TELEPHONES**
   - Lines and phone instruments are included in basic rent
   - Local and long distance calls are provided at a reduced rate
   - For Wats line, contact NWB and/or AT&T

6. **IBM COMPUTER**
   - DMACC may lease personal computers (if available)
   - For consultation and lease arrangements, contact Wayne Haines at 964-6361

7. **MAIL SERVICES**
   - Address is: 2010 S. Ankeny Blvd., Ankeny, IA 50021
     (Mail addressed this way is available for pick-up at the "incubator office" after 10:30 am each day)
   - Available also at Ankeny Post Office are the Post Office Boxes
   - Size of boxes vary and if overflow, postal employees will store and give at window
   - Time for pick-up of mail from 5:30 am to 5:30 pm
   - P.O. Box mail is sorted early at the Post Office - usually 8:30 am

8. **OFFICE EQUIPMENT & FURNITURE**
   - Desks, chairs, tables, file cabinets and miscellaneous may be leased. Contact Wayne Haines to make arrangements
9. **SECURITY**
   - DNACC security staff will make regularly scheduled checks.
   - DNACC security staff should be notified of unusual work hours by calling 242-1299 (24 hr. beeper phone).
   - Ankeny Fire & Rescue Phone #: 964-4334
   - The tenant shall not keep any firearms, explosives or other hazardous or dangerous materials or property on the premises.
   - If any dangerous or hazardous materials are necessary for the tenant’s business, tenant will notify the landlord immediately of the presence of such hazardous or dangerous materials being at the location and landlord shall need to give its approval for such materials to remain on the premises.

10. **COPY SERVICE**
    - A copy machine is available.
    - Contact Wayne Haines at 964-6361 for procedure for billing your company for copies made.
DATE: May 4, 1990  Des Moines Area Community College

TO: Lynn Albrecht, Dean, Student Services and Records

FROM: Laura Doering, Coordinator, Student Activities

RE: Student Activities Budget for FY1991

The Student Activities Budget for the Ankeny Campus Student Action Board at Des Moines Area Community College is forwarded for administrative and board approval. This budget was prepared consistent with the Code of Iowa, Chapter 280A, Section 1F, Preparation and Approval of Budgets which states:

"The expenditures of funds collected from students for activities shall be determined by the student government unit with administrative and board approval."

The 1990-91 budget approval process was as follows:

1. Budget request forms and an informational cover letter were sent to Clubs, Instructors, Coordinators/Directors, Deans, and Vice Presidents in early January.

2. Budget hearings were conducted during the week of February 5-9.

3. The Finance Committee researched and reviewed all requests for funds during the months of February and March. After deliberation, the Finance Committee developed a Student Activities Budget for 1990-91.

4. The budget was submitted by the Finance Committee to the Student Action Board on Wednesday, April 25, 1990. The Student Action Board approved the budget for 1990-91 by a unanimous vote.
DES MOINES AREA COMMUNITY COLLEGE
PROJECTED STUDENT ACTIVITY INCOME
FOR FISCAL YEAR 1990-91

<table>
<thead>
<tr>
<th>CAMPUS</th>
<th>*ESTIMATED TOTAL &quot;ACTIVITY FEE CREDITS&quot;</th>
<th>ACTIVITY FEE</th>
<th>PROJECTED INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ankeny</td>
<td>149,100</td>
<td>x .95</td>
<td>= $141,645.00</td>
</tr>
<tr>
<td>Boone</td>
<td>20,865</td>
<td>x .95</td>
<td>= 19,821.75</td>
</tr>
<tr>
<td>Carroll</td>
<td>11,240</td>
<td>x .95</td>
<td>= 10,678.00</td>
</tr>
<tr>
<td>Urban</td>
<td>34,455</td>
<td>x .95</td>
<td>= 32,732.25</td>
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</tbody>
</table>

"Activity fee credits" do not include credits for which a student enrolls in excess of 15 credits for a given term.

A comparison of the DMACC campus budgets, as prepared for FY 1991, is as follows:

<table>
<thead>
<tr>
<th></th>
<th>1989-90</th>
<th>1990-91</th>
<th>% of Total for 90-91</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ankeny</td>
<td>$140,457.00</td>
<td>138,840.00</td>
<td>68%</td>
</tr>
<tr>
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<td>17,480.00</td>
<td>19,460.00</td>
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<tr>
<td>Totals</td>
<td>$193,772.00</td>
<td>$203,435.00</td>
<td>100%</td>
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</tbody>
</table>

Budget amounts for each campus are based on the number of "activity fee credits" for which students will enroll during the two semesters and summer term of fiscal year 1990-91 as projected by Leonard Bengston, Manager of Research, Planning and Reporting.
The Ankeny Campus Student Action Board reduced their operating budget by $3000.00 for 1989-90 at mid-spring semester to make allowances for a 1.2% decrease in enrollment at the Ankeny Campus. The Finance Committee unanimously voted to budget at $138,840.00 for FY 91 rather than at $141,645.00. The Finance Committee decided to budget at $138,840.00 based on confirmed income for fall and spring semesters and a conservative projection for summer FY1990 as reported by Leonard Bengston, Manager of Research, Planning and Reporting.

After working with the Finance Committee to prepare the 1990-91 Ankeny Campus Student Activity Budget, I recommend the attached budget for approval by the administration and the DMACC Board of Directors. Thank you for your consideration.
The Student Action Board of the Des Moines Area Community College Ankeny Campus, in conjunction with its Finance Committee, has approved the recommendations for fiscal year July 1, 1990 to June 30, 1991. The budget is based on activity fees collected at $.95 per semester credit hour incorporating at 15 credit maximum. All students with 15 or more credits are charged $14.25.

Student Activities income is based on the projected number of "activity fee credits" for which students will enroll during fiscal year 1990-91. "Activity fee credits" do not include credits for which a student enrolls in excess of 15 credits for a given term. The Student Action Board traditionally revises the yearly budget during spring semester to make allowances for lack of or increases in enrollment.

Funds remaining in the Student Activities Account on June 30, 1991 will be carried forward to the following fiscal year and used for the benefit of the student population at the Des Moines Area Community College-Ankeny Campus i.e. campus improvements, special programs.

Funds remaining in specific, selected accounts at the close of FY '90 will be carried forward to FY '91 and used for a designated purpose as outlined in the budget. These accounts include Check Cashing, Emergency Auto Service, Food Pantry and Copy Machine.

I, hereby, submit for Administrative and Board approval the 1990-91 Ankeny Campus Student Activities Budget.

JoAnn Barten
President, Student Action Board

Lynn Albrecht
Dean, Student Services and Records

Laura Boering
Coordinator, Student Activities

Tom Nelson
Acting Vice President, Educational Services
## 1990-91 STUDENT ACTIVITIES BUDGET
### ANKENY CAMPUS

<table>
<thead>
<tr>
<th>Budget Line</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Alumni</td>
<td>$1500.00</td>
</tr>
<tr>
<td>* Ankeny Substance Abuse Project (ASAP)</td>
<td>1000.00</td>
</tr>
<tr>
<td>* Art</td>
<td>500.00</td>
</tr>
<tr>
<td>Awards and Recognition</td>
<td>2500.00</td>
</tr>
<tr>
<td>* Campus Chronicle</td>
<td>8080.00</td>
</tr>
<tr>
<td>* Campus Recreation</td>
<td>14,500.00</td>
</tr>
<tr>
<td>Class Education</td>
<td>1000.00</td>
</tr>
<tr>
<td>* Club Funding</td>
<td>4700.00</td>
</tr>
<tr>
<td>* Club Travel</td>
<td>14,000.00</td>
</tr>
<tr>
<td>* Committee for the Concerns of Persons with Disabilities (CCPD)</td>
<td>300.00</td>
</tr>
<tr>
<td>Conference Travel</td>
<td>9310.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>1000.00</td>
</tr>
<tr>
<td>* Counseling Activities</td>
<td>1513.00</td>
</tr>
<tr>
<td>Dances/Concerts</td>
<td>11,500.00</td>
</tr>
<tr>
<td>* Day Care Center</td>
<td>4500.00</td>
</tr>
<tr>
<td>* Expressions</td>
<td>500.00</td>
</tr>
<tr>
<td>* Film Series</td>
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</tr>
<tr>
<td>Hub Entertainment</td>
<td>13,200.00</td>
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<tr>
<td>* International Week</td>
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</tr>
<tr>
<td>Leadership</td>
<td>6400.00</td>
</tr>
<tr>
<td>Lectures</td>
<td>8600.00</td>
</tr>
<tr>
<td>Organization/Operation</td>
<td>5500.00</td>
</tr>
<tr>
<td>* Peer Tutoring</td>
<td>3000.00</td>
</tr>
<tr>
<td>Posters</td>
<td>250.00</td>
</tr>
<tr>
<td>Publications/Promotions</td>
<td>8200.00</td>
</tr>
<tr>
<td>SAB/DMACC/Foundation Loan Fund</td>
<td>430.00</td>
</tr>
<tr>
<td>Budget Line</td>
<td>Budget Amount</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Socials</td>
<td>1275.00</td>
</tr>
<tr>
<td>* Student Health</td>
<td>4600.00</td>
</tr>
<tr>
<td>Student Projects</td>
<td>2202.00</td>
</tr>
<tr>
<td>Ticket Sales</td>
<td>7650.00</td>
</tr>
<tr>
<td>Total</td>
<td>138,840.00</td>
</tr>
</tbody>
</table>

*Denotes accounts that cannot be deleted or changed unless anticipated income for 1990-91 is lower than projected. In this case, all budget lines may be reduced on a percentage basis.
Explanation of Accounts

ALUMNI: ($1500.00) The Board will transfer one thousand five hundred dollars ($1500.00) to the Alumni Association for student scholarships. This money is contingent on matching funds from the DMACC foundation.

ANKENY SUBSTANCE ABUSE PROJECT ($1000.00) The board will allocate one thousand dollars ($1000.00) to the Ankeny Substance Abuse Project (ASAP) to provide substance abuse education, prevention, intervention, referral to treatment and aftercare to DMACC students needing assistance.

ART: ($500.00) The Board will allocate five hundred dollars ($500.00) to the DMACC Art Club to purchase one work of art from a local or regional artist. This piece shall be displayed at DMACC Ankeny Campus. This money is contingent on matching funds from the DMACC Art Club.

AWARDS AND RECOGNITION: ($2500.00) This money will be used for the Student Action Board Outstanding Student Awards Banquet. The banquet is designed to recognize DMACC's finest students. A selection committee will determine the recipients of the awards.

CAMPUS CHRONICLE: ($8080.00) The Board will help offset the costs of operating the student newspaper by allocating six thousand dollars ($6000.00) for the printing costs of fourteen issues, and the purchase of equipment and supplies. In addition, the Board will purchase at least two thousand eighty dollars ($2080.00) of advertising fall and spring semesters combined. A contract between the Board and the Chronicle will be negotiated for fiscal year 1990-91.

CAMPUS RECREATION: ($14,500.00) The Board will transfer fourteen thousand five hundred dollars ($14,500.00) to Recreation/Wellness Services to support a student intramural program coordinated by the Recreation Office. A contract between the Board and Recreation will be negotiated for fiscal year 1990-91.

CLASS EDUCATION: ($1000.00) The Professional Development Board will allocate funds for classroom education. Faculty and current DMACC students are eligible to receive $25.00 per talk. Guest speakers and DMACC graduates are eligible to receive $50.00 per talk. The faculty person requesting funds must submit the request three weeks in advance and show the program is educational and consistent with class objectives. Any request for more than $50.00 must be written as a proposal and submitted to the Student Action Board for approval.
**CLUB FUNDING ($4700.00)** Clubs must apply annually to the SAB for recognition and funding. Each club approved by the Student Action Board is granted yearly up to one hundred dollars ($100.00) from the student activity fee. Clubs approved prior to the end of fall semester receive one hundred dollars ($100.00). Clubs approved from January to the first Wednesday in April receive the prorated allotment of fifty dollars ($50.00). Clubs must submit the following information to the Campus Life Board for approval: (1) a list of club membership including names of officers and advisors, (2) a list of anticipated expenditures, and (3) a list of planned fundraising activities and anticipated income including club dues. New clubs must also submit their constitution for Board approval. Failure to comply will result in no funding and revoked campus privileges.

**CLUB TRAVEL: ($14,000.00)** This fund is for DMACC Ankeny Campus students attending club or curriculum related field trips and/or national, regional, state or local skill contests or conferences. The Board will pay in accordance with the club travel formula based on five regions throughout the United States, with students traveling the greatest distance receiving the greatest amount of money. Each club is limited to one trip per fiscal year.

**CCPD: ($300.00)** Monies from this account will be used by the College's Committee for the Concerns of Persons with Disabilities to purchase supplies and equipment for disabled students in need.

**CONFERENCE TRAVEL: ($9310.00)** This account provides money for student delegates and one advisor to attend four conferences and one seminar. These conferences are designed to educate student leaders, discuss legislative issues of importance to community colleges, display campus programming opportunities, and provide an atmosphere for exchanging ideas with students from other institutions. If the Board decides to send additional students or advisors, fund raising activities may be planned to raise more money.

**CONTINGENCY ($1000.00)** Emergency monies from this account may be used to cover unexpected or additional expenses incurred through Board activity. These funds will be used only for budget items and are subject to the approval of the Student Action Board.

**COUNSELING ACTIVITIES ($1513.00)** The Board will transfer one thousand five hundred dollars to the Counseling, Advising and Placement Department. This money will be used to purchase refreshments for Adult Student Day, Evening and Weekend Student Information Night, and Coffee, Cookies and Counseling. These activities are designed to give evening, weekend, part-time and nontraditional students a special time to attain information and visit with college personnel about their course schedules and academic plans.

**DANCES: ($11,500.00)** Monies from this account will be used to hire talent and security, rent facilities and sound systems, and purchase promotional materials and supplies for campus-wide parties, dances and concerts.

**DAY CARE CENTER: ($4500.00)** The Board will transfer four thousand five hundred dollars ($4500.00) to the Day Care Center to help offset the cost of student discounts. The Board allocation is dependent upon a discrepancy between student and staff rates, staff paying the higher rate. The Center must provide the Board with a list of currently enrolled students using the Center each semester. Failure to record and report this information to the Board may be cause for discontinuation of funding.
EXPRESSIONS: ($500.00) The Board will help offset the costs of publishing the Expressions Magazine by allocating five hundred dollars ($500.00).

FILM SERIES: ($130.00) These funds will be used to purchase one-sheets of movies in the DMACC film series (26 times @ $5.00=$130.00). One-sheets help promote the series to the DMACC student population.

HUB ENTERTAINMENT: ($13,200.00) This money will be used to hire talent for building 5, including at least one fine arts act per year, and pay for promotional expenses associated with advertising events in the Student Center.

INTERNATIONAL WEEK: ($1000.00) The Board will allocate one thousand dollars ($1000.00) to the International Week Committee for International Week activities. Monies should be used for those activities with high DMACC student attendance, i.e. lectures and presentations at the Ankeny Campus, International Student Luncheon.

LEADERSHIP PROGRAM: ($6400.00) This money will be used for a recognition luncheon, an administrative-SAB get-acquainted coffee in the fall, and two DMACC SAB leadership conferences. Leadership conference expenses include lodging, meals, transportation, supplies and guest speaker fees.

LECTURES: ($8600.00) This money ($8600.00) will be used to hire and promote lectures for the campus community and fund the campus-wide Chemical Dependency Awareness Day ($600.00)

ORGANIZATIONAL/OPERATIONAL: ($5500.00) Monies in this account will be used for the organizational /operational costs of the Student Action Board. Costs many include materials and supplies, mailings, copyright license fees, local travel reimbursements, and computer software.

PEER TUTORING: ($3000.00) The Board will transfer three thousand dollars ($3000.00) to Student and Educational Development to help offset the costs associated with the Peer Tutoring Program such as textbooks, supplies and salaries for tutors.

POSTERS: ($250.00) The money in this account will be used to pay for posters to publicize Board events.

PUBLICATIONS/PROMOTIONS: ($8200.00) This money will be used to pay for Student Action Board and Student Activities promotion and awareness projects. Projects include orientation folders and pencils ($1800.00), home mailings ($1900.00), combination datebook-student organization handbook ($1900.00), Student Action Board promotional items ($2100.00), and SAB "Ask Me" campaign materials and other ($500.00).

SAB/DMACC/FOUNDATION LOAN FUND: ($430.00) This money will be transferred to the SAB/DMACC/FOUNDATION loan fund to provide loans to students for tuition and purchase of required books and supplies.
SOCIALS: ($1275.00) Monies in this account will be used to provide food-related activities for the day (1), evening (8) and Saturday (2) students.

STUDENT HEALTH: ($4600.00) This money will be used to retain the services of a physician for the DMACC student body. A contracted services agreement will be negotiated between the physician and the Student Action Board.

STUDENT PROJECTS: ($2202.00) This money will be used to host special events such as an on-campus residents' party, international student activities, theme days, holiday parties, and activities cosponsored with Recreation/Wellness Services.

TICKET SALES: ($7650.00) Monies from this account will be used to provide a twenty percent (20%) or more discount on tickets sold by the Student Activities Office to those with a paid activity fee or alumni membership.

Accounts Carried Forward

Check Cashing: (Balance as of 3-31-90 is $160.00) This money will be used to guarantee a check written by a student against an account with insufficient funds. Bookstore cashiers will cash personal checks from currently enrolled students for amounts not to exceed $10.00.

Copy Machine: (Balance as of 3-31-90 is $13,820.00) Monies in this account will be used to secure a yearly maintenance agreement and purchase supplies for the copier located in the Student Activities office. This money will also be used to purchase a new copier when the present copier is retired.

Emergency Auto Service: (Balance as of 3-31-90 is $1750.00) This money will be used to provide various emergency auto services to students on campus grounds and at Campus View Apartments. A contract will be negotiated between the Student Action Board and a local service station.

Food Pantry: (Balance as of 3-31-90 is $1894.71) Monies in this account are designated to purchase nonperishable food items for the DMACC Food Pantry. The purpose of this food pantry is not to replace existing public assistance programs, but to supplement these programs on an emergency need basis to current DMACC students in accordance with the guidelines established for the food pantry.
<table>
<thead>
<tr>
<th>BUDGET LINE</th>
<th>BUDGET 88-89</th>
<th>BUDGET 89-90</th>
<th>BUDGET 90-91</th>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALUMNI</td>
<td>$1500</td>
<td>$1500</td>
<td>$1500</td>
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<td>CLASS ED</td>
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<td>350</td>
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<td>1000</td>
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<td>1000</td>
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<td>8600</td>
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<td>3000</td>
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<td>300</td>
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<tr>
<td>POSTERS</td>
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<td>500</td>
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<td>-250</td>
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<td>6400</td>
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<td>CARRYOVER</td>
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<td>430</td>
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<td>1800</td>
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<td>$138840</td>
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The Boone Campus Student Action Board in conjunction with its Budget Committee, has developed and recommended the following proposed budget for disbursement of activity fees collected fiscal year July 1, 1990 through June 30, 1991. The number of activity fees collected from both full-time and part-time students determines the basis for the proposed budget.

All funds still remaining in the account at the end of the fiscal year will be carried over for the continued benefit of the total student body at the Boone Campus.

The income from student activity fees is based on projected enrollment for the 1990-1991 academic year. Should enrollment figures not reach or exceed the projected level, income will be proportionately lower or higher; the budget will reflect the same dollar.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Campus Recreation/Intramurals</td>
<td>3,000.00</td>
</tr>
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<td>Clubs: Nursing Student United</td>
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<td>Phi Beta Lambda</td>
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<td>Athletics</td>
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<td>Student Action Board</td>
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<tr>
<td>Bear Facts</td>
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<tr>
<td>Drama</td>
<td>950.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>19,460.00</strong></td>
</tr>
</tbody>
</table>
EXPLANATION OF ACCOUNTS

Campus Recreation & Intramurals Sports/Campus Center: ($3000.00)

Budget funds are available for purchase/or replacement of supplies and equipment for recreation events.

Clubs: ($1750.00)

Each on-campus student organization is awarded a sum in terms of not more than 3% of the allocated budget per semester when properly requested allotment is to serve as a "starter" and is intended for organizations to promote total student body oriented activities. Additional funds are available to encourage the above. Clubs are further encouraged to represent the college in respective state and national organizations when possible.

Intercollegiate Athletics: ($7600.00)

Funds for intercollegiate athletics are administered by an athletic director. Athletics, including mens and womens basketball, mens baseball and womens softball are funded under the athletic budget. Charges to the budget include those made in areas of transportation, meals, lodging, equipment, officials, insurance, scholarships, advertising, recruitment, rent, and postage. Intercollegiate athletics involves approximately 100 students who compete in nearly 130 contests annually.

Student Action Board: ($5000.00)

The account is used for costs related to the operation of an activities sponsored by the student government on the Boone Campus. Included in the student government budget are certain special events sponsored by the student government including a fall mixer (usually a picnic provided by and for students so that new students have a chance to meet one another and returning students), a Christmas Dance, a Homecoming Dance, and the annual Pig Roast. Other social activities are sponsored by organizations other than the student government.

Cheerleaders/Drill Team: ($210.00)

Funds for cheerleaders and the drill team are administered by an advisor. Charges to the budget include those made in areas of transportation, equipment, recruitment, and practice sessions including mini-workshops with the I.S.U. Pep Council members.

Bear Facts: ($950.00)

Allocation of funds to the account is for operation of the student newspaper, the Bear Facts. Expenses include those for equipment, materials, and printing.

Drama: ($950.00)

All dramatic productions are funded under this budget. Expenditures from the account include royalties, scripts, costume rental, properties, and equipment replacement.
The Boone Campus Student Action Board budget for 1990 - 1991 has been approved as of March 3, 1990.

Mishelle Michel, President 89 - 90
George Silberhorn, Advisor

I have received and reviewed the proposed budget for fiscal year 1990-91 for the Des Moines Area Community College, Boone Campus Student Action Board, and indicate my approval of said budget with my signature below.

Kriss W. Philips, Dean, Boone Campus

Date 5/11/90
TO:       Fred Gilbert, Dean

FROM:     Cynthia Tomes

DATE:     April 13, 1990

RE:       Urban Campus Student Action Board Budget 1990-91

Attached please find a copy of the 1990-91 Urban Campus Student Action Board Budget. This budget is based on a projected $34,455 for student activity fees for the 90-91 academic year.

The Urban Campus Student Action Board reviewed the expenditures and the specific line item amounts used for the current academic year to make projected changes for the 1990-91 year and approval the attached budget.

James Lee Lewis, President
Urban Campus Student Action Board

Cynthia Tomes, Advisor
Urban Campus Student Action Board
URBAN CAMPUS

STUDENT ACTION BOARD
1990 - 1991

The Urban Campus Student Action Board has developed the following budget for fiscal year July 1, 1990 through June 30, 1991. The budget is based on activity fees collected of $.95 per semester credit hour.

All funds still remaining in the account for the USAB at the end of the fiscal year will be carried over for the benefit of the student body of the Des Moines Area Community College’s Urban Campus.

The income from the student activity fees is based on projected enrollment for the 1990-1991 fiscal year. If enrollment does not reach projected levels, income will be proportionately less. Student government traditionally revises the yearly budget at the beginning of the spring semester to make allowances for lack or increase in student enrollment.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket Sales</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Student Projects</td>
<td>16,355.00</td>
</tr>
<tr>
<td>Chronicle</td>
<td>1,800.00</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Conference Travel</td>
<td>5,500.00</td>
</tr>
<tr>
<td>Peer Tutoring</td>
<td>6,000.00</td>
</tr>
<tr>
<td>Clubs</td>
<td>800.00</td>
</tr>
<tr>
<td>Club Travel/Leadership</td>
<td>1,500.00</td>
</tr>
<tr>
<td>Expressions</td>
<td>500.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$34,455.00</td>
</tr>
</tbody>
</table>
EXPLANATION OF ACCOUNTS

Ticket Sales ($1,000.00): Funds in this account are to be used to subsidize the cost of tickets sold to Urban Campus students for Civic Center performances, Adventureland tickets, as well as tickets to Worlds of Fun and Oceans of Fun, etc.

Student Projects ($16,355.00): These funds are to be used for various projects decided on by the members of the Urban Campus Student Action Board. Examples of such projects are lectures and related honoraria and expenses; ice cream socials, picnics, feed (taco, pizza, etc.) and related expenses; events sponsored for children of Urban students (Special events and ethnic celebration): dances, banquets and related expenses; bus trips and other activities.

Chronicle ($1,800.00): Funds in this account are to be used to pay for the College's student newspaper, the Chronicle for Urban Campus students and staff. A contract is entered into between the and the Urban S.A.B. for a specific number of copies of each issue of the Chronicle.

Operating Costs ($1,000.00): Funds in this account are to be used for expenses related to the operation and functioning of the Urban Campus Student Action Board, such as office supplies and materials, copying costs, election costs, etc. Funds in this account will also be used to promote positive staff and student relations with the Urban Student Action Board, such as social activities for students interested in running for the S.A.B. or for conducting faculty/staff recognition/appreciation events. In addition, funds will be used to show the Urban S.A.B.'s sensitivity and caring by sending flowers, plants, or cards to students experiencing tragedies like the death of a student, serious illness, or accidents.

Conference Travel ($5,500.00): This account will provide funds for Urban S.A.B. members/advisors to attend national, regional, and local conventions, conferences, workshops which relate to the purposes, functions, and responsibilities of student government. Included in this account would be the expenses of travel, lodging, food, registration, etc., related to attending such conventions, conferences, and workshops.

Clubs ($800.00): Each club approved by the Urban S.A.B. is provided an annual grant, if requested, from student activity fees of up to $100.00. This allotment is dependent on when the club's request is made. The allotment reduces to $50.00 for the year should the request come during the spring semester. No grant is awarded for the summer semester. A formal written request must be submitted to the Monetary Affairs Committee of the Urban Campus Student Action Board in order to receive consideration for the yearly grant. The following information must be submitted: (a) anticipated club expenditures, and (b) previous year's club expenditures, and (c) general list of planned fund-raising activities. Failure to provide the above information and substantiate appropriate rationales for use of the money will be taken into consideration by the Monetary Affairs Committee in their decision to award the grant.
Club Travel/Leadership ($1,500.00): This fund is an allocation for DMACC, Urban Campus Club students attending national skill contests, or other kinds of travel deemed appropriate for use by the Monetary Affairs Committee and the Urban Campus S.A.B. consideration will be given, in granting these funds, to the efforts of the various clubs in fund raising projects to make the trip(s), and the clubs' budget. This fund is designated to be used for leadership workshop(s) to be held early in the fall to help Urban students learn to conduct meetings and the basics of parliamentary procedure, and generally to develop leadership skills to be effective members of the community.

Expressions ($500.00): Funds in this account are specifically designated as a donation to the college's literary magazine—Expressions, to help defray the cost of printing.

Peer Tutoring ($6,000.00): Funds in this account will be used to assist students in the arts and science programs for which no tutoring monies are available through the institution.
<table>
<thead>
<tr>
<th></th>
<th>1989-90</th>
<th>1990-91</th>
<th>Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket Sales</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$0</td>
</tr>
<tr>
<td>Student Projects</td>
<td>12,400</td>
<td>16,355</td>
<td>3,955</td>
</tr>
<tr>
<td>Chronicle</td>
<td>1,800</td>
<td>1,800</td>
<td>0</td>
</tr>
<tr>
<td>Operating Costs</td>
<td>700</td>
<td>1,000</td>
<td>300</td>
</tr>
<tr>
<td>In State Travel</td>
<td>500</td>
<td>0</td>
<td>(500)</td>
</tr>
<tr>
<td>Special Emphasis</td>
<td>700</td>
<td>0</td>
<td>(700)</td>
</tr>
<tr>
<td>Conference Travel</td>
<td>5,000</td>
<td>5,500</td>
<td>500</td>
</tr>
<tr>
<td>Awards Banquet</td>
<td>1,500</td>
<td>0</td>
<td>(1,500)</td>
</tr>
<tr>
<td>Participate Awards</td>
<td>600</td>
<td>0</td>
<td>(600)</td>
</tr>
<tr>
<td>Clubs</td>
<td>800</td>
<td>800</td>
<td>0</td>
</tr>
<tr>
<td>Club Travel/Leadership</td>
<td>0</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>Club Travel</td>
<td>700</td>
<td>0</td>
<td>(700)</td>
</tr>
<tr>
<td>Leadership</td>
<td>800</td>
<td>0</td>
<td>(800)</td>
</tr>
<tr>
<td>Expression</td>
<td>500</td>
<td>500</td>
<td>0</td>
</tr>
<tr>
<td>Peer Tutoring</td>
<td>0</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>27,000</strong></td>
<td><strong>34,455</strong></td>
<td><strong>7,455</strong></td>
</tr>
</tbody>
</table>
Date: 6-1-90

To: Irv Steinberg

From: Bob Mann
Supervisor, Special Accounting

Re: Board Agenda Item for June 13, 1990 meeting.

Item: Charge-off $23,350.92 in outstanding receivables to the bad debt account.

Rationale: This represents outstanding indebtedness of a year or older for which collection efforts have been unsuccessful.

Note: Following is a summary of requested charge-offs and a comparison to the prior year.

Student Registration Tuition/Fees (Attachment A)

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charge-Offs</td>
<td>Request</td>
</tr>
<tr>
<td>Fall '88-9</td>
<td>$3,488.47</td>
</tr>
<tr>
<td>Spring '88-9</td>
<td>$4,618.60</td>
</tr>
<tr>
<td>Summer '88-9</td>
<td>$992.17</td>
</tr>
<tr>
<td>Totals</td>
<td>$9,099.24</td>
</tr>
</tbody>
</table>

Returned Checks (Attachment B)

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4,428.53</td>
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<tr>
<td></td>
<td>$4,428.53</td>
</tr>
<tr>
<td>Totals</td>
<td>$6,977.60</td>
</tr>
</tbody>
</table>

Loans (Attachment C)

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,324.15</td>
<td>$4,604.44</td>
</tr>
<tr>
<td>Totals</td>
<td>$3,324.15</td>
</tr>
</tbody>
</table>

Invoices

<table>
<thead>
<tr>
<th>Prior Year</th>
<th>Current Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,114.53</td>
<td>$614.72</td>
</tr>
<tr>
<td>Totals</td>
<td>$1,114.53</td>
</tr>
</tbody>
</table>

Note: Current year request is for FY89 school year.
Bankruptcies (Attachment E)

<table>
<thead>
<tr>
<th></th>
<th>$264.00</th>
<th>$45.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td>$264.00</td>
<td>$45.50</td>
</tr>
</tbody>
</table>

Deaths (Attachment E)

<table>
<thead>
<tr>
<th></th>
<th>$0.00</th>
<th>$267.57</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$267.57</td>
</tr>
</tbody>
</table>

Grand Totals = $20,779.52 $23,350.92

Suggested Form of Motion:

It was moved by , seconded by that receivables totaling $23,350.92 be charged-off to the bad debt account. Detail of these receivables is attached hereto and identified as Attachment No.(s)  

Approved

Don Juck
6/1/90
The Board of Directors of the Des Moines Area Community College of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, met in regular session on the 13th day of June, 1990 at four o'clock p.m., in the Board Room at the College in Ankeny, Iowa. The meeting was called to order and there were present President Sue Clouser in the chair and the following named Board Members:

Harold Belken, Devere Bendixen, Eldon Leonard,

Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courier, Dick Johnson, Doug Shull

This being the time and place for the consideration of bids for the sale of $5,000,000 in aggregate principal amount of Anticipatory Warrants of the College (the "Warrants"), the President opened the meeting for the acceptance of the best bid for the Warrants. The following sealed bids had been received in the office of the President of the College prior to 11:00 a.m. on the date of the sale and were referred to the Board and filed:

- Ehrlich Bober & Co., New York
- United Missouri Bank of Kansas City, Kansas City
- First Wisconsin, Milwaukee
- The Northern Trust Co., Chicago
- Shearson Lehman Hutton, New York

The best sealed bid was as follows:

Name & Address of Bidder: Ehrlich Bober & Co., New York

Net Interest Rate: 6.167%
Net Interest Cost: $332,382.44

Whereupon, Director J. Pecinovsky introduced and caused to be read a Resolution entitled "Resolution Directing the Sale of Anticipatory Warrants in the Aggregate Principal Amount of $5,000,000" and moved its adoption. Director D. Johnson seconded the motion to adopt, and after due consideration of said Resolution by the Board, the roll was called and the vote was as follows:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE
Whereupon, the President declared the Resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * * *

Upon motion and vote, the meeting adjourned.

[Signature]
President, Board of Directors

Attest:

[Signature]
Secretary, Board of Directors
RESOLUTION

RESOLUTION DIRECTING THE SALE OF ANTICIPATORY WARRANTS
IN THE AGGREGATE PRINCIPAL AMOUNT OF $5,000,000

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the Counties served by the College being hereinafter referred to as the "Merged Area"), is an area college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 74 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue Warrants in anticipation of the revenues of its general fund for a fiscal year; and

WHEREAS, the College has determined that the amount necessary to fund its cash flow deficit and provide the amount reasonably required by the College as a cash balance on hand at all times for the 1990-1991 fiscal year, will require the issuance by the College of not to exceed $5,000,000 aggregate principal amount of its Anticipatory Warrants pursuant to the provisions of the Act; and

WHEREAS, it is proposed to issue $5,000,000 aggregate principal amount of Anticipatory Warrants of the College (the "Warrants"); and

WHEREAS, the Warrants have been offered for sale pursuant to notice published as required by law and bids have been received for the purchase of the Warrants; and

WHEREAS, the Board has determined that the most favorable bid received was from Ehrlich Bober & Co. of New York (the "Purchaser"), and that the terms of said bid are as follows:

<table>
<thead>
<tr>
<th>Maturity</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 31, 1991</td>
<td>$5,000,000</td>
<td>6.17%</td>
</tr>
</tbody>
</table>

Price: $5,000,112

Net Interest Cost: $332,382.44

Net Interest Rate: 6.167%
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE AS FOLLOWS:

Section 1. That the bid received from the Purchaser is determined to be the most favorable bid received by the College and the sale of the Warrants to the Purchaser upon the terms set forth in the bid, a copy of which is attached hereto, is hereby approved.

Section 2. That the form of bid for the purchase of the Warrants by the Purchaser is hereby approved and ratified, and the President of the Board of Directors is authorized to execute the bid form and to proceed with the arrangements and to execute such other documents as the officers of the College deem necessary to complete the sale of the Warrants to the Purchaser.

Section 3. That the notice of the sale of the Warrants and all acts of the Secretary done in furtherance of the sale of the Warrants are hereby ratified and approved.

Section 4. That the Board of Directors hereby ratifies and confirms the preparation, distribution to prospective purchasers, and use of the Official Statement in connection with the sale of the Warrants, and further authorizes the information contained therein to be used in connection with the sale of the Warrants.

Section 5. That all Resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of June, 1990.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA 
COUNTY OF POLK 
I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 13 day of June, 1990.

[Signature]
Secretary of the Board of Directors

SE3:E2012201.90
TO: Ms. Susan Clouser, President &
Members DMACC Board of Directors &
Dr. Joseph Borgen, President

FROM: FINANCIAL ADVISOR

SUBJECT: BIDS FOR FY '91 ANTICIPATORY WARRANTS

Attached hereto is a tabular and comparative analysis of the
results of bids received for the College's '91 Anticipatory
Warrants in the amount of $5,000,000.

Five (5) bids were received with a range of Net Interest Rate
(NIR) of 6.167% to 6.45%. In light of current
conditions in the tax exempt credit market, the low bid of
6.167% from Ehrlich Bober & Co., New York is
recommended for award.

We appreciate the opportunity to serve the College and look
forward to being of service in the future.
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>($) Net Interest Cost</th>
<th>(%) Net Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ehrlich Bober</td>
<td>New York</td>
<td>$332,382.44</td>
<td>6.167%</td>
</tr>
<tr>
<td>United Missouri</td>
<td>Kansas City</td>
<td>$334,698.89</td>
<td>6.2109%</td>
</tr>
<tr>
<td>First Wisconsin</td>
<td>Milwaukee</td>
<td>$335,805.55</td>
<td>6.2314%</td>
</tr>
<tr>
<td>Northern Trust</td>
<td>Chicago</td>
<td>$344,637.89</td>
<td>6.3953%</td>
</tr>
<tr>
<td>Shearson Lehman</td>
<td>New York</td>
<td>$347,583.33</td>
<td>6.45%</td>
</tr>
</tbody>
</table>
# RESULTS OF SALE

**SALE DATE:** June 13, 1990  
**Des Moines Area Community College, Iowa**  
$5,000,000 General Obligation Anticipatory Warrants

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>Address</th>
<th>Year</th>
<th>Rate</th>
<th>Yield</th>
<th>Price</th>
<th>NIC</th>
<th>NIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>EHRlich BOBER &amp; CO.</td>
<td>New York</td>
<td>1991</td>
<td>6.17</td>
<td>6.10</td>
<td>$5,000,112</td>
<td>$332,382.44</td>
<td>6.167%</td>
</tr>
<tr>
<td>UNITED MISSOURI BANK OF KANSAS CITY</td>
<td>Kansas City</td>
<td>1991</td>
<td>6.22</td>
<td></td>
<td>$5,000,490</td>
<td>$334,698.89</td>
<td>6.210907%</td>
</tr>
</tbody>
</table>

222 South Ninth Street, Suite 3800  
Minneapolis, MN 55402  
612/338-3535  800/328-8200  800/328-8100 MN  
FAX 612/338-7264
<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>Address</th>
<th>Year</th>
<th>Rate</th>
<th>Yield</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST WISCONSIN</td>
<td>Milwaukee</td>
<td>1991</td>
<td>6.25</td>
<td></td>
<td>$5,001,000</td>
</tr>
<tr>
<td>THE NORTHERN TRUST CO.</td>
<td>Chicago</td>
<td>1991</td>
<td>6.40</td>
<td></td>
<td>$5,000,251</td>
</tr>
<tr>
<td>DAIN BOSWORTH</td>
<td>Minneapolis</td>
<td></td>
<td></td>
<td></td>
<td>$344,637.89</td>
</tr>
<tr>
<td>PIPER JAFFRAY &amp; HOPWOOD</td>
<td>Minneapolis</td>
<td></td>
<td></td>
<td></td>
<td>$347,583.33</td>
</tr>
<tr>
<td>LaSalle National Bank</td>
<td>Chicago</td>
<td></td>
<td></td>
<td></td>
<td>6.3953%</td>
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<tr>
<td>Dougherty, Dawkins, Strand &amp; Yost</td>
<td>Minneapolis</td>
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<td></td>
<td>6.45%</td>
</tr>
<tr>
<td>SHEARSON LEHMAN HUTTON</td>
<td>New York</td>
<td>1991</td>
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<td></td>
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<tr>
<td>Price</td>
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<td>$335,805.35</td>
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<td>6.2314%</td>
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<td>6.3953</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6.45%</td>
</tr>
</tbody>
</table>
The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, state of Iowa met in regular session on the 13th day of June, 1990 at 4:00 p.m., in the Board Room at the College in Ankeny, Iowa. The meeting was called to order and there were present Sue Clouser_________ President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVere Bendixen, Eldon Leonard

Jerry Pecinovsky, Nancy Wolf

Absent: Lloyd Courter, Dick Johnson, Doug Shull

Matters were discussed concerning issuance of Anticipatory Warrants of the College for the 1990-1991 fiscal year. Following a discussion of the proposal, Board Member N. Wolf introduced and caused to be read a resolution entitled "Resolution Authorizing the Issuance of $5,000,000 of Anticipatory Warrants of Des Moines Area Community College For the 1990-1991 Fiscal Year"; and moved its adoption. The motion was seconded by Board Member J. Pecinovsky. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Leonard, Pecinovsky, Wolf

Nays: NONE

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed her approval thereto.

* * * * * * *

Susan Clouser, President of the Board of Directors

Helen Harris, Secretary of the Board of Directors
RESOLUTION AUTHORIZING THE ISSUANCE OF $5,000,000 OF ANTICIPATORY WARRANTS OF DES MOINES AREA COMMUNITY COLLEGE FOR THE 1990-1991 FISCAL YEAR

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the Counties served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 74 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue Warrants in anticipation of the revenues of its general fund for a fiscal year; and

WHEREAS, the College has determined that the amount necessary to fund its cash flow deficit and provide the amount reasonably required by the college as a cash balance on hand at all times during the 1990-1991 fiscal year will require the issuance by the College of not to exceed $5,000,000 aggregate principal amount of its Anticipatory Warrants pursuant to the provisions of the Act; and

WHEREAS, it is proposed to issue $5,000,000 aggregate principal amount of Anticipatory Warrants of the College (the "Warrants"); and

WHEREAS, the Warrants have been offered for sale and sold pursuant to notice in accordance with the law and the Board of Directors is ready to proceed with issuance of the Warrants;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" shall mean Chapter 74 of the Code of Iowa, as amended;

(b) "Authenticating Agent" shall mean Norwest Bank Iowa, National Association, or such successor as shall be approved by the College;

(c) "Board" shall mean the Board of Directors of the College, or its successor in function;
(d) "College" or "Issuer" shall mean Des Moines Area Community College, Ankeny, Iowa;

(e) "Current General Fund Revenues" means the revenues of the General Fund in the 1990-1991 Fiscal Year, including all taxes and revenues which are required by law to be deposited in the General Fund for the 1990-1991 Fiscal Year;

(f) "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve month period adopted by the Board or by law as the official accounting period of the College;

(g) "General Fund" means the General Fund of the College;

(h) "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State;

(i) "Original Purchaser" shall mean the purchaser or purchasers of the Warrants from the College at the time of their original issuance;

(j) "Paying Agent" shall mean either Norwest Bank Iowa, National Association, Des Moines, Iowa, or Norwest Trust Company, New York, New York, or such successor or successors as may be approved by the College as prescribed herein and who shall carry out the duties prescribed herein as the College's agent to provide for the payment of principal of and interest on the Warrants as the same shall become due;

(k) "President" shall mean the President of the Board or such other officer of a successor governing body as shall be charged with substantially the same duties and responsibilities;

(l) "Registrar" shall mean Norwest Bank Iowa, National Association of Des Moines, Iowa or such successor as may be approved by the College as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a registrar of the owners of the Warrants. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Warrants;

(m) "Secretary" shall mean the Secretary of the Board or such other officer of a successor governing
body as shall be charged with substantially the same duties and responsibilities with respect to the execution and delivery of the Warrants issued hereunder;

(n) "Treasurer" shall mean the College Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the payment of the Warrants issued hereunder; and

(o) "Warrants" shall mean the $5,000,000 Des Moines Area Community College Anticipatory Warrants authorized to be issued by this Resolution.

Section 2. Authorization and Purpose. There are hereby authorized to be issued pursuant to the Act and in compliance with the laws and Constitution of the State, the Warrants in the aggregate principal amount of $5,000,000 for the purpose of funding the cash flow deficit of the College during the 1990-1991 Fiscal Year and providing the amount reasonably required by the College as a cash balance at all times.

Section 3. Source of Payment. As provided and required by the Act, the Warrants and interest thereon shall be payable solely from the General Fund.

The College hereby pledges to the payment of the Warrants the Current General Fund Revenues and any General Fund revenues in the one month period ending July 31, 1991, including any earnings thereon and the unexpended proceeds of the Warrants and any other amounts in the General Fund, or otherwise legally available to the College, to the extent necessary to pay the principal and interest on the Warrants as the same becomes due.

Section 4. Warrant Details, Execution and Redemption.

(a) Warrant Details. The Warrants shall be dated July 3, 1990 and bear interest from the date thereof, until payment thereof, at the principal office of the Paying Agent, said interest being payable on maturity and computed on the basis of a 360-day year of twelve 30-day months and actual days elapsed.

The Warrants shall be executed by the facsimile signature of the President and attested by the facsimile signature of the Secretary. The Warrants shall be issued in fully registered form and shall be payable as to both principal and interest at the office of either of the Paying Agents. The Warrants are not subject to redemption prior to maturity. The Warrants shall be in the denomination of $5,000 each or any integral multiple thereof. The Warrants shall mature and bear interest as follows:
Section 5. Registration of Warrants; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) **Registration.** The ownership of Warrants may be transferred only by making of an entry upon the books kept for the registration and transfer of ownership of the Warrants, and in no other way. Norwest Bank Iowa, National Association is hereby appointed as Registrar under the terms of this Resolution and under the provisions of a separate agreement with the College. The Registrar shall maintain the books of the College for the registration of ownership of the Warrants for the payment of principal of and interest on the Warrants as provided in this Resolution. All Warrants shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Warrants and in this Resolution.

(b) **Transfer.** The ownership of any Warrant may be transferred only upon the Registration Books kept for the registration and transfer of Warrants and only upon surrender thereof at the principal office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar; along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Warrant (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Warrant, a new fully registered Warrant, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Warrant, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) **Registration of Transferred Warrants.** In all cases of the transfer of the Warrants, the Registrar shall register, at the earliest practicable time, on
the Registration Books, the Warrants, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Warrant, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Warrants and the interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Warrant, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Warrants which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Warrants which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the College; provided that if the College shall so direct, the Registrar shall forward the cancelled Warrants to the College.

(f) Non-Presentment of Warrants. In the event any payment check representing payment of interest on the Warrants is returned to the Paying Agent or a Warrant is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal on Warrants shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the College to the owner thereof for such interest or for the payment of such Warrants shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds without liability for interest thereon, for the benefit of the owner of such Warrants who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or principal on Warrants. The Paying Agent's obligation to hold such funds shall continue for a period equal to six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the College, whereupon any claim under this Resolution by the holder of such Warrants of whatever nature shall be made upon the College.
(g) Registration and Transfer Fees. The Registrar shall furnish to each owner, at the College's expense, one Warrant. The Registrar shall furnish additional Warrants in lesser denominations (but not less than the minimum denomination) to an owner who so requests and pays to the Registrar the cost of issuance thereof determined to be two dollars per additional Warrant.

Section 6. Reissuance of Mutilated, Destroyed, Stolen or Lost Warrants. In case any outstanding Warrant shall become mutilated or be destroyed, stolen or lost, the College shall at the request of the Registrar authenticate and deliver to the Registrar a new Warrant of like tenor and amount as the Warrant so mutilated, destroyed, stolen or lost, in exchange and substitution for each mutilated Warrant, upon surrender of such mutilated Warrant, or in lieu of and substitution for the Warrant destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and College that such Warrant has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and College with satisfactory indemnity and complying with such other reasonable regulations as the College may prescribe and paying such expenses as the College may incur in connection therewith.

Section 7. Payment. Payments of principal and interest, upon full redemption, made in respect of any Warrant, shall be made by either of the Paying Agents upon presentation of the Warrant to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the maturity date. All such payments shall fully discharge the obligations of the College in respect of such Warrants to the extent of the payments so made. Payment of principal and interest shall only be made upon surrender of the Warrant to one of the Paying Agents.

Section 8. Execution, Authentication and Delivery of the Warrants. Upon the adoption of this resolution, the President and Secretary shall execute and deliver the Warrants to the Authenticating Agent who shall authenticate the Warrants and deliver the same to or upon order of the Original Purchaser. No Warrant shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Authenticating Agent shall duly endorse and execute on such Warrant a certificate herein set forth. Such certificate upon any Warrant executed on behalf of the College shall be conclusive evidence that the Warrant so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.
No Warrants shall be authenticated and delivered by the Authenticating Agent unless and until there shall have been provided the following:

1. A certified copy of the resolution of the College authorizing the issuance of the Warrants;

2. A written order of College signed by the Treasurer directing the authentication and delivery of the Warrants to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein; and

3. The approving opinion of Davis, Hockenberg, Wine, Brown, Koehn & Shors, P.C., Bond Counsel, concerning the validity and legality of all the Warrants.

Section 9. Warrant Form. The form and content of the Warrants shall be substantially as follows:

FORM OF WARRANT
(Front)

No._________________________ $_________________________

UNITED STATES OF AMERICA
STATE OF IOWA
DES MOINES AREA COMMUNITY COLLEGE
ANTICIPATORY WARRANT

Rate________________ Maturity________________ Warrant Date________________ Cusip No.________________

$_________________________ July 31, 1991________________ July 3, 1990________________

REGISTERED HOLDER:

PRINCIPAL SUM:
The Des Moines Area Community College in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the "College"), for value received, promises to pay from the sources and as hereinafter provided, on the maturity date indicated above, to the Registered Holder shown above or registered assigns, the principal sum shown above, with interest on said sum from the date hereof until payment of principal at the rate per annum specified above, in lawful money of the United States of America, only upon presentation and surrender hereof, at the principal office of Norwest Bank Iowa, National Association, Des Moines, Iowa, Paying Agent and Registrar of this issue, or at the principal office of Norwest Trust Company, New York, New York, Co-Paying Agent, or their successors.

Interest and principal shall be paid to the registered holder of the Warrant as shown on the records of ownership maintained by the Registrar. This Warrant is not redeemable prior to its stated date of maturity.

This Warrant is payable from and secured solely by revenues of the General Fund of the College in the fiscal year ending June 30, 1991 and in the one month period ending July 31, 1991 including the unexpended Warrant proceeds, if any, and investment earnings on the General Fund, which amounts have been pledged therefor pursuant to the Resolution. The Warrants may also be paid from the issuance of anticipatory Warrants issued in anticipation of revenues for the 1991-1992 Fiscal Year, or from any other legal source available to the College.

For a more complete statement for the basis upon which this Warrant has been issued, reference is made to the Resolution of which notice is hereby given and is hereby made a part hereof.

Ownership of this Warrant may be transferred only by transfer upon the books kept for such purpose by, Norwest Bank Iowa, National Association, the Registrar. Such transfer on the books
shall occur only upon presentation and surrender of this Warrant at the principal office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in such form as shall be satisfactory to the Registrar. The College reserves the right to substitute the Registrar and Paying Agent but shall, however, give 60 days' notice to registered Warrantholders of such change. All Warrants shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Resolution.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all conditions, acts and things required by the Constitution and laws of the State of Iowa to exist, to have happened, and to have been performed precedent to and in the issuance of this Warrant do exist, have happened and have been performed in due time, form and manner as required by law; that this Warrant and the series of which it forms a part, are payable from and secured by a pledge of the General Fund revenues of the College; and that the issuance of this Warrant and the issue of Warrants of which this Warrant is one does not violate any constitutional or statutory limitation of indebtedness.

This Warrant shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been signed by the Registrar.

IN TESTIMONY WHEREOF, the College by its Board of Directors, has caused this Warrant to be signed by the facsimile signature of the President of its Board of Directors and attested by the facsimile signature of the Secretary of its Board of Directors, and to be authenticated by the manual signature of an officer of the Registrar.

Dated: _______________________
This is one of the Warrants described in the within mentioned resolution.

Norwest Bank Iowa National Association
By _______________________
Authorized Officer

DES MOINES AREA COMMUNITY COLLEGE

BY: (President's facsimile signature)
President of the Board of Directors of the Des Moines Area Community College

Attest: (Secretary's facsimile signature)
Secretary of the Board of Directors of the Des Moines Area Community College
(Back of Warrant)

It is certified that the following is a correct and complete copy of the opinion of bond counsel issued as of the date of delivery of the issue of which this Warrant is a part.

(Secretary's facsimile signature)
Secretary of the Board of Directors of the Des Moines Area Community College

[Insert Opinion of Bond Counsel]
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ____________________________ the within Warrant and does hereby irrevocably constitute and appoint ____________________________ Registrar, attorney in fact to transfer the said Warrant on the books kept for registration of the within Warrant, with full power of substitution in the premises.

Dated ____________________________.

(Signature of registered owner(s))

(Person(s) executing this Assignment sign(s) here)

SIGNATURE
GUARANTEED

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or warrant(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee should be made by a member or member organization of the New York Stock Exchange, members of other Exchanges having signatures on file with transfer agents or by a commercial bank or trust company.
INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s)________________________________________________________
Address of Transferee(s)_____________________________________________________
Social Security or Tax Identification Number of Transferee(s)______________________
Transferee is a(n): Individual*________________________________ Corporation__________
Partnership__________________ Trust__________________

*If the certificate is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - ..............Custodian..............
(Cust) ..........(Minors)
under Uniform Gifts to Minors' Act.........................
(State)

(End of Warrant)
Section 10. Right to Name Substitute Paying Agent or Registrar. The College reserves the right to name a substitute or successor Paying Agent or Registrar upon giving 60 days' written notice to each registered Warrantholder.

Section 11. Non-Arbitrage Covenants. The College reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Warrants which will cause any of the Warrants to be classified as arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, and that throughout the term of the Warrants it will comply with all requirements of said statute and any regulations issued thereunder.

The College, in compliance with Section 148 (f)(4)(c) of the Internal Revenue Code of 1986, specifically covenants that:

(i) it has general taxing powers,

(ii) none of the Warrants are private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986,

(iii) 95 percent or more of the net proceeds of the Warrants will be used for qualified activities of the College, and

(iv) the aggregate face amount of all tax-exempt securities issued by the College (other than private activity bonds) during the 1990 calendar year is not reasonably expected to exceed $5,000,000.

To the best knowledge and belief of the College, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the warrants will be used in a manner that would cause the Warrants to be arbitrage bonds. The Treasurer is hereby directed to deliver a certificate at the time of issuance of the Warrants to certify as to the reasonable expectations of the College at that date.

Section 12. Remedies of Warrantholders. Except as herein expressly limited the holder or holders of the Warrants shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State, and of the United States of America, for the enforcement of payment of their Warrants, and of the pledge of the revenues made hereunder, and of all covenants of the College hereunder.

Section 13. Discharge and Satisfaction of Warrants. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied
with respect to the Warrants in any one or more of the following ways:

(a) By paying the Warrants when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Board for the payment of said obligations and irrevocably appropriating exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and yield of which shall be sufficient to retire at maturity all of the Warrants together with the interest thereon to maturity.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the College with respect to the Warrants shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of money or securities so deposited.

Section 14. Authorization of Warrants. In order to assure the prompt payment of the Warrants, the Board of Directors hereby authorizes the issuance and sale of anticipatory warrants issued in anticipation of and payable from General Fund revenues of the College for the 1991-1992 Fiscal Year.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the College and the holder or holders of the Warrants, and after the issuance of any of the Warrants no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner which would be adverse to the interests of the holders of the Warrants.

Section 16. Designation of Warrants as Qualified Obliga-
tions. The College hereby designates the Warrants as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code (relating to pro rata allocation of interest expense of financial institutions to tax-exempt interest).

Section 17. Severability. It is hereby declared that the sections, clauses, sentences and parts of this Resolution are severable, and are not matters of mutually essential inducement, it being the intention of the College to comply in all respects with the Constitution and statutes of the State of Iowa, and if any one or more sections, clauses, sentences or parts of this Resolution shall for any reason be questioned in any court or shall be judged unconstitutional or invalid, such judgment shall not impair or invalidate the remaining provisions of this Resolution, and shall be confined in its operation to the specific
provision or provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause, sentence or part of this Resolution in any one or more instances shall not be taken to affect or prejudice its applicability or validity in any other instance.

Section 18. Further Action. The officers of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 19. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 13th day of June, 1990.

[Signature]
President of the Board of Directors

ATTEST:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA
COUNTY OF POLK

I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 13, 1990, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the fact sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 13 day of June, 1990.

Helen M. Harris
Secretary of the Board of Directors of the Des Moines Area Community College

SE3:E2015402.90
DATE: June 5, 1990

TO: Don Zuck

FROM: Irv Steinberg


Cash flow was enhanced during the month with the receipt on May 9, 90 of our 3rd quarter, FY90, State General Aid of $3,946,735, Property Tax Replacement of $40,703, and ABE of $36,022. The 4th quarter State Aid of $1,875,037, as in previous years, will not be paid until mid August.

Interest rates on short term investments have fluctuated somewhat this month with rates received of a low of 7.8% and high of 8.25%. The most recent rate obtained with 7.85%.

Staff auditors from Peat Marwick CPA firm spent the week of May 14th on campus doing some preliminary work on the FY90 annual audit. They plan to return for additional on site audit work in early September.
DES MOINES AREA COMMUNITY COLLEGE
BUDGET REPORT

SUMMARY BY FUND (ALL FUNDS)

May 31, 1990

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<td></td>
<td></td>
</tr>
<tr>
<td>GEN FUND CURRENT</td>
<td>$25,934,016</td>
<td>1</td>
<td>$26,664,752</td>
<td>$23,013,014</td>
<td>$1,390,035</td>
</tr>
<tr>
<td>RESTRICTED CURRENT</td>
<td>29,449,961</td>
<td>2</td>
<td>23,673,830</td>
<td>8,815,847</td>
<td>14,660,462</td>
</tr>
<tr>
<td>AUXILIARY</td>
<td>4,954,196</td>
<td>3</td>
<td>5,670,641</td>
<td>5,161,126</td>
<td>434,545</td>
</tr>
<tr>
<td>AGENCY</td>
<td>704,768</td>
<td>4</td>
<td>758,907</td>
<td>614,578</td>
<td>140,196</td>
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<tr>
<td>SCHOLARSHIP</td>
<td>3,877,071</td>
<td>5</td>
<td>3,906,327</td>
<td>3,522,457</td>
<td>383,870</td>
</tr>
<tr>
<td>LOAN</td>
<td>31,000</td>
<td>6</td>
<td>31,000</td>
<td>9,617</td>
<td>21,383</td>
</tr>
<tr>
<td>PLANT</td>
<td>3,334,478</td>
<td>7</td>
<td>3,320,076</td>
<td>1,450,932</td>
<td>1,875,569</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,486,728</td>
</tr>
</tbody>
</table>

TOTAL

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>BOARD AMOUNT</th>
<th>NO.</th>
<th>WORKING FUND</th>
<th>AMOUNT EXPENDED/RECEIVED</th>
<th>WORKING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEN FUND CURRENT</td>
<td>$25,934,016</td>
<td>1</td>
<td>$26,516,102</td>
<td>$24,407,720</td>
<td>2,108,382</td>
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<tr>
<td>RESTRICTED CURRENT</td>
<td>24,066,089</td>
<td>2</td>
<td>18,243,712</td>
<td>10,362,440</td>
<td>7,881,272</td>
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<tr>
<td>AUXILIARY</td>
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<td>3</td>
<td>5,473,027</td>
<td>4,969,838</td>
<td>503,189</td>
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<tr>
<td>AGENCY</td>
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<td>4</td>
<td>711,134</td>
<td>707,910</td>
<td>3,224</td>
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<tr>
<td>SCHOLARSHIP</td>
<td>3,777,071</td>
<td>5</td>
<td>3,806,327</td>
<td>3,528,232</td>
<td>278,095</td>
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<tr>
<td>LOAN</td>
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<td>6</td>
<td>132,358</td>
<td>39,855</td>
<td>92,503</td>
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<tr>
<td>PLANT</td>
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<td>7</td>
<td>2,976,364</td>
<td>2,969,928</td>
<td>6,436</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10,873,101</td>
</tr>
</tbody>
</table>

| GEN FUND CURRENT   | $25,934,016  | 1   | $26,664,752   | $23,013,014               | $1,390,035     |
| RESTRICTED CURRENT | 29,449,961   | 2   | 23,673,830    | 8,815,847                 | 14,660,462     |
| AUXILIARY          | 4,954,196    | 3   | 5,670,641     | 5,161,126                 | 434,545        |
| AGENCY             | 704,768      | 4   | 758,907       | 614,578                   | 140,196        |
| SCHOLARSHIP        | 3,877,071    | 5   | 3,906,327     | 3,522,457                 | 383,870        |
| LOAN               | 31,000       | 6   | 31,000        | 9,617                     | 21,383         |
| PLANT              | 3,334,478    | 7   | 3,320,076     | 1,450,932                 | 1,875,569      |
| **TOTAL**          |              |     |               |                           | $19,486,728    |
DES MOINES AREA COMMUNITY COLLEGE
CASH POSITION REPORT
May 31, 1990

<table>
<thead>
<tr>
<th></th>
<th>COMBINED FUNDS (Funds 1, 2, 3, 4, 5, &amp; 6)</th>
<th>PLANT FUND (Fund 7)</th>
<th>NEW JOB TNG PROJECTS (Fund 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASH IN BANK/CHECKING:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance Forward May 1, '90</td>
<td>$342</td>
<td>$26,049</td>
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<tr>
<td>PLUS: May Receipts</td>
<td>2,830,115</td>
<td>452,158</td>
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<tr>
<td>LESS: May Disbursements</td>
<td>2,830,070</td>
<td>468,901</td>
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<tr>
<td>Cash Balance May 31, '90</td>
<td>$387</td>
<td>$9,306</td>
<td></td>
</tr>
</tbody>
</table>

| **INVESTMENTS:**                      |                                         |                    |                               |
| Savings Accounts:                    |                                         |                    |                               |
| First Natl Bank/Ames                 | 195,160                                  | 275,235            |                               |
| Investments at Norwest for NJTP      |                                         |                    | 13,544,822                    |
| Certificate of Deposit:              |                                         |                    |                               |
| Health Insur Bond Retire             | 155,000                                  |                    |                               |
| Gen Fd at UFS                        | 1,000,000                                |                    |                               |
| Gen Fd at First Natl Bk              | 2,515,000                                |                    |                               |
| Gen Fd at Statesman                  | 4,430,000                                |                    |                               |
| NJTP at UFS                          |                                         | 2,915,000          |                               |
| Early Retirement FNB                 | 21,043                                   |                    |                               |
| Alumni at FNB                        | 33,000                                   |                    |                               |
| Plant Fund at First Interstate       |                                         | 150,000            |                               |
| Plant Fund at First Natl Bk          |                                         | 1,400,000          |                               |
| Plant Fund at Amer Federal           |                                         | 200,000            |                               |
| Plant Fund at Valley Natl            |                                         | 150,000            |                               |
| Boone Athlet at Haw Fed              | 19,476                                   |                    |                               |
| Plant Fund at Statesman              |                                         | 300,000            |                               |
| **Total Cash/Investments**           | **$8,369,066**                           | **$2,475,235**     | **$16,469,128**               |

**FOOTNOTES:**

1. Combined Funds investments include $5 Million FY90 Anticipatory Warrant, due to be repaid July 31, 1990.

2. Combined Funds Checking Account includes Funds 1 thru 6 except for Fund 2 NJTP Accounts which are maintained separately.
DMACC BUDGET STATUS MAY 31, 1990
(FUNDS 1 & 2)
DMACC BUDGET STATUS MAY 31, 1990
(FUNDS 3, 4, 5, 6, & 7)

*BUDGET is Current Working Budget for Funds 3, 4, 5 & 6, and Published Budget for Fund 7.