Board of Directors Meeting Minutes (August 10, 1987)

Follow this and additional works at: https://openspace.dmacc.edu/boardminutes
AGENDA

1. Call to Order - 5:00 p.m.

2. Roll Call.

3. Consideration of Tentative Agenda.

4. Acknowledgement of Board Secretary of how Notice of Hearing was made.

5. Requests to address the Board recognized.

6. Consideration of Resolution approving plans, specifications, form of contract and estimated cost for the partial re-roofing of Building 2, Ankeny Campus.

7. Adjournment.
A special meeting of the Des Moines Area Community College Board of Directors was held in the Learning Center of the Carroll Campus, Carroll, Iowa, on August 18, 1987, for the purpose of conducting a Public Hearing regarding the partial re-roofing of Building #2, Ankeny Campus. The meeting was called to order at 5:00 p.m., by Board President Jasper Risdal.

Members Present:
Harold Belken
DeVerne Bendixen
Susan Clouser
Lloyd Courter
Dick Johnson

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

A motion to approve the tentative agenda as presented was made by H. Belken, seconded by N. Wolf.

Motion passed unanimously.

Board Secretary H. Minor, reported that the notice of the time and place of this hearing was, according to law and as directed by the Board, published in the Des Moines Register newspaper on July 28, 1987, and posted on the official Des Moines Area Community College bulletin board. No written objections regarding the hearing were received. A copy of said notice is included as Attachment #1 to these minutes.

No requests to address the Board were received.

It was moved by D. Bendixen, seconded by H. Belken, that the Board approve the Resolution approving plans, specifications, form of contract and estimated cost for the partial re-roofing of Building #2, Ankeny Campus.

Motion passed unanimously on a roll call vote.
ADJOURNMENT

A motion for adjournment was made by N. Wolf, seconded by D. Bendixen.

Motion passed unanimously and at 5:05 p.m., Board President Risdal adjourned the Public Hearing meeting.

JASPER M. RISDAL, President

HELEN M. MINOR, Board Secretary
TO WHOM IT MAY CONCERN:

A public hearing will be held on August 18, 1987 at 5:00 p.m., by the Board of Directors of the Des Moines Area Community College, 966 N. Grand Road, Carroll, Iowa, in relation to proposed specifications and form of contract for the construction of the following Improvement:

DES MOINES AREA COMMUNITY COLLEGE
PARTIAL RE-ROOFING BUILDING 2-1987 ANKENY CAMPUS

at which time any interested persons may appear and file objections to the said proposed specifications, form of contract of the cost of such improvement.

Said Board of Directors will then hear said objections and any evidence for or against the same, and forthwith enter of record its decision thereon.

DES MOINES AREA COMMUNITY COLLEGE

/\ Jasper Risdal, President

ATTEST: /\ Helen Minor, Secretary

The undersigned, being first duly sworn, on oath states that he/she is the AUDITING SUPERVISOR of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, until 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 ________ 7-27-87 ____________

in Des Moines Sunday Register on ___________________________________________________________________________

The affiant states that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

__ Linda L. Wolfer __

Subscribed and sworn to before me by said affiant this 29th day of July 1987

__ Mary F. Bradley __

Notary Public in and for Polk County, Iowa

MARY F. BRADLEY
RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE PARTIAL RE-ROOFING BUILDING 2-1987, ANKENY CAMPUS

WHEREAS, on the 21st. day of July, 1987, plans, specifications, form of contract, and estimated cost were filed with the Secretary of the Board of Directors of the Des Moines Area Community College for the project.

WHEREAS, notice of hearing on plans, specifications, form of contract and estimated cost was published as required by law and action of the Board.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Des Moines Area Community College that said plans, specifications, form of contract, and estimated cost are hereby approved and adopted as the plans, specifications, form of contract, and estimated cost for the partial re-roofing Building 2-1987, Ankeny Campus.

PASSED AND APPROVED this 18th. day of August, 1987.

[Signature]
President of the Board of Directors of the aforesaid Community College

ATTEST:

[Signature]
Secretary of the Board of Directors of the aforesaid Community College
AGENDA

1. Call to Order - immediately following Public Hearing.

2. Roll Call.

3. Consideration of tentative agenda.

4. Public comments.


6. Consideration of Award of Contract for partial re-roofing Building 2, Ankeny Campus.

7. Consideration of Statement of Understanding between DMACC and the Rehabilitation Education and Services Branch of the State Department of Education, Des Moines.


9. Consideration of Resolution, New Jobs Training Agreement for Breda Telemarketing Center, Inc.


12. Consideration of appointment to the DMACC Benefit Plan Trust.

13. Consideration of extension of term of appointments for DMACC Benefit Plan Trustees.

14. Consideration of recommendation of insurance Benefits Committee and Trust to discontinue current health and dental insurance plans effective October 1, 1987; and provide health and dental coverage at rates quoted through Heritage National Healthplan, SHARE Health Plan of Iowa, and Principal Mutual Life Insurance Company.


16. Consideration of Resolution directing publication of Notice of Intention to Issue General Obligation Bonds.
17. Consideration of Human Resources Report.

18. Consideration of pay schedule adjustment for administrative/professional/technical staff.

19. Consideration of Payables.


22. Board Members' Reports.


25. Information Items:
   A. August 20 - IACCT Annual Meeting - Davenport
   B. August 31 - DMACC President's Day
   C. September 2 - Fall Semester begins
   D. September 7 - Labor Day - HOLIDAY
   E. September 8 - School Election
   F. September 15 - Regular Board Meeting

REGULAR MEETING
18 AUGUST 1987

The regular meeting of the Des Moines Area Community College Board of Directors was held in the Learning Center, Carroll Campus, on August 18, 1987. The meeting was called to order at 5:05 p.m. by Board President Jaser Risdal.

ROLL CALL

Members Present:
Harold Belken
DeVeré Bendixen
Susan Clouser
Lloyd Courter
Dick Johnson

Members Absent: NONE

Others Present:
Joseph A. Borgen, President
Helen M. Minor, Board Secretary
Don Zuck, College Treasurer
Hip Kienapfel, Mayor, City of Carroll
Father Geelan, Kuemper School
Other interested DMACC staff

APPROVAL OF TENTATIVE AGENDA

It was moved by D. Bendixen, seconded by N. Wolf, that the tentative agenda be approved as presented.

Motion passed unanimously.

APPROVAL OF MINUTES

S. Clouser moved that the minutes of the July 21, 1987, regular board meeting be approved; second by L. Courter.

Motion passed unanimously.

AWARD OF CONTRACT—RE-ROOF BLDG. #2—ANKENY

L. Courter made the motion that the Board approve the award of contract to Central State Roofing of Ames, in the amount of $23,800 for the partial re-roofing of Building 2, Ankeny Campus. Second by S. Clouser. Bid tabulation sheet is Attachment #1 to these minutes.

Motion passed unanimously.

APPROVAL OF AGREEMENT, DMACC—DE REHABILITATION EDUCATION & SERVICES

A motion was made by E. Leonard, seconded by D. Shull, that the Board approve the Statement of Understanding between Des Moines Area Community College and the Division of Vocational Rehabilitation Services of the Department of Education, Des Moines. A copy of said agreement is Attachment #2 to these minutes.

Motion passed unanimously.
APPROVAL OF BOARD POLICY 2015-
PROTECTION OF PROPRIETARY INFORMATION

It was moved by D. Johnson, seconded by N. Wolf, that the Board approve Board Policy 2015—Protection of Proprietary Information; a copy of which is Attachment #3 to these minutes.

Motion passed unanimously.

APPROVAL OF RESOLUTION & AGREEMENT,
NEW JOBS TRAINING,
BREDA TELEMARKETING CENTER, INC.

A motion was made by H. Belken, seconded by S. Clouser, that the Board approve the 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 $31,000 aggregate Principal amount of New Jobs Training Certificates (Breda Telemarketing Center, Inc.) 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. Resolution and Agreement are Attachments #4 and 5.

Motion passed unanimously on a roll call vote.

APPROVAL OF RESOLUTION & AGREEMENT,
NEW JOBS TRAINING,
ERICKSON DISPLAYS

D. Bendixen made the motion, which was seconded by D. Johnson, for the Board to approve the 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 $39,500 aggregate principal amount of New Jobs Training Certificates (Erickson Displays) 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. The Resolution and Agreement are Attachments #6 and #7 to these minutes.

Motion passed unanimously on a roll call vote.

APPROVAL OF RESOLUTION & AGREEMENT,
NEW JOBS TRAINING,
KEMIN, IND.

It was moved by H. Belken, seconded by S. Clouser, that the Board approve the 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 $232,000 aggregate principal amount of New Jobs Training Certificates (Kemin Industries, Inc.) 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. Resolution and Agreement are Attachments #8 and #9 to these minutes.

Motion passed unanimously on a roll call vote.
A motion was made by E. Leonard, seconded by S. Clouser, that the Board approve the appointment of Connie Kappos, President of the Educational Services Association, to the Self-Funded Benefit Plan Trust.

Motion passed unanimously.

S. Clouser made a motion, which was seconded by D. Bendixen, that the terms of the following Trustees to the Self-Funded Benefit Plan be extended until such time as the Self-Funded Benefit Plan Trust is dissolved.

Eldon Leonard, Chairperson, representing Board of Directors
Connie Allen, Secretary, Human Resources
Doug Shull, Board of Directors
Virginia Loftus, Administration
Don Zuck, Business Services
Gladys Calhoun, Exempt Staff
Bob Wollaston, DMACC Higher Education Association
Connie Kappos, DMACC Educational Services Association

Motion passed unanimously.

Following a lengthy discussion of current health and dental insurance plans, a motion was made by E. Leonard, seconded by H. Belken, that the Board approve discontinuance of the current self-funded health and dental insurance programs effective October 1, 1987; that the Health Maintenance Organization and the Services Trust program provided by the Heritage National Healthplan be offered in conjunction with the SHARE Health Plan of Iowa (Health Maintenance Organization); and a fully insured dental program, equal to the current plan, be provided by Principal Mutual Life Insurance Company. Following are monthly premium rates:

Heritage National Healthplan Services Trust
Single coverage - $86.63
Family coverage - $215.25

Heritage National Healthplan HMO
Single coverage - $82.50
Family coverage - $205.00

SHARE Health Plan of Iowa
Single coverage - $65.34
Family coverage - $188.95

Principal Mutual Life Insurance Company (Dental)
Single coverage - $11.61
Family coverage - $29.00

Motion passed unanimously.
APPROVAL OF RESOLUTION, ADVERTISEMENT FOR SALE OF GENERAL OBLIGATION BONDS, (SELF-FUNDED HEALTH INS. PLAN)
It was moved by D. Shull, seconded by N. Wolf, that the Board approve the Resolution directing the advertisement for sale of general obligation bonds of Des Moines Area Community College in the aggregate principal amount of $250,000. A copy of said Resolution is Attachment #10 to these minutes.
Motion passed unanimously on a roll call vote.

APPROVAL OF RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENT TO ISSUE BONDS
E. Leonard made the motion for the Board to approve the Resolution directing the publication of a Notice of Intention to Issue not to exceed $250,000 aggregate principal amount of general obligation bonds, instituting proceedings for the taking of additional action for the issuance of the bonds, and calling a Public Hearing on the proposal to issue said bonds. Second by D. Shull. A copy of said Resolution is Attachment #11 to these minutes.
Motion passed unanimously on a roll call vote.

APPROVAL OF HUMAN RESOURCES REPORT
A motion was made by D. Bendixen, seconded by N. Wolf, that the Board approve the personnel items listed in Attachment #12 to these minutes.
Motion passed unanimously.

APPROVAL OF PAY SCHEDULE ADJUSTMENT ADMINISTRATIVE/PROFESSIONAL/TECHNICAL STAFF
In FY1988 the calendar accumulates extra days such that there is an extra week in addition to the normal 26 pay periods. At the recommendation of a task force who studied this situation, the best option was to issue a one time, one week paycheck on August 28, 1987, figured as follows:

The gross amount of a paycheck on August 28, 1987, will be equivalent to one fifty-second of the annual contractual salary for FY1987. (Annual salary divided by 52 weeks in a year equals on week's pay.) This amount is approximately 2% of the annual salary ($1/52 = 1.92%) and will be considered a lump sum distribution of a portion of any annual salary increase to be granted for FY1988.

A motion was made by L. Courter, Seconded by D. Bendixen, that the adjustment be made for administrative/professional/technical staff in the above manner.
Motion passed unanimously.

APPROVAL OF PAYABLES
A motion for approval of the payables as presented in Attachment #13 to these minutes was made by L. Courter, seconded by D. Bendixen.
Motion passed unanimously.
Don Zuck, Vice President for Business Services, presented the July 31, 1987 Financial Report, a copy of which is included as Attachment #1 to these minutes.

No closed session was held.

Ratification of Collective Bargaining agreements was deferred to a following meeting.

A motion for adjournment was made by N. Wolf, seconded by D. Bendixen.

Motion passed unanimously and at 6:15 p.m., Board President Risdal adjourned the meeting.

JASPER M. RISDAL, President

HELEN M. MINOR, Board Secretary
August 14, 1987

Mr. Ken Brown, Director
Physical Plant
Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50021

Dear Ken:

Building 2 Partial Reroofing, 1987 - DMACC Ankeny Campus

In accordance with the Notice to Bidders dated July 21, 1987, and the project specifications, proposals were received for the partial reroofing of Building 2 - Ankeny campus on August 13, 1987, at 2:00 p.m. Of the eight contractors that requested plans, four submitted proposals for the project. Enclosed is a bid tabulation sheet showing the proposals of the four contractors. All proposals submitted were complete and in accordance with the bidding documents, including the required non-discrimination statement. The low proposal was submitted by Central States Roofing of Ames, Iowa, in the amount of $23,800.00. Central States Roofing is the same contractor who previously reroofed the first portion of Building 2 and completed that work in late 1986. We feel Central States Roofing is a capable and competent contractor and recommend award of contract to that firm.

Sincerely,

Arnold E. Fischer

Arnold E. Fischer, AIA

AEF/jm

Enclosure
<table>
<thead>
<tr>
<th>BIDDERS</th>
<th>Non-Discri. State</th>
<th>Bid Security Addendum #1</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bitz Roofing</td>
<td>✓</td>
<td>✓</td>
<td>$24,985.00</td>
</tr>
<tr>
<td>2. R. L. Craft Co.</td>
<td>✓</td>
<td>✓</td>
<td>$28,934.00</td>
</tr>
<tr>
<td>3. Iowa Falls Roofing Co.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Allied Roofing Co., Inc.</td>
<td>✓</td>
<td>✓</td>
<td>$24,980.00</td>
</tr>
<tr>
<td>5. Drake Roofing, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Des Moines Roofing &amp; Insul.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Central States Roofing</td>
<td></td>
<td></td>
<td>$23,600.00</td>
</tr>
</tbody>
</table>
STATEMENT OF UNDERSTANDING

AGREEMENT:
This constitutes an agreement between the Area XI DES MOINES AREA COMMUNITY COLLEGE located at ANKENY, Iowa; and the Division of Vocational Rehabilitation Services of the State Department of Education, Des Moines.

This agreement covers the period of July 1, 1987, through June 30, 1988. It may be amended at any time during this period by mutual consent of the parties involved. In the event that either party desires to make substantial revisions or to cancel this agreement for the following year, it is agreed that notice of such intent will be given to the other party prior to April 1, 1988.

PURPOSE:
This agreement is to encourage mutual efforts to provide a comprehensive array of vocational rehabilitation services to disabled students in Iowa's schools. Also, it should clearly establish a linkage to such services for students as they leave the school program. It is intended that all such services should augment rather than supplant educational programs and services available to disabled students through the schools.

GENERAL PROVISIONS:

1. Access to Staff and Students -- It is expected that all school and DVRS staff working on occupationally-related evaluation, adjustment, or skill development of disabled students within the school will have access to one another and to disabled students. Such access is vital to a useful exchange of information, referral of students for services, joint program planning, and effective counseling.

2. Confidentiality -- Privileged information will be used by all staff solely for the purposes of establishing an individual's eligibility for services, determining rehabilitation needs, developing Individual Written Rehabilitation Program (IWRP), developing Individual Educational Programs (IEP), monitoring an individual's progress, placement into suitable training or employment, or for research.

3. Suitability of Staff -- Staff employed and assigned to this cooperative program will be continued in such work setting and assignments only so long as they conduct themselves and perform their duties in a manner acceptable to the Area Superintendent or Administrator and to the Department of Education.

Staff employed by the vocational rehabilitation agency and serving the school will be acceptable to the Area Administrator (or Area School Superintendent) and shall comply with all rules, policies, and schedules required of them by the school within the limits of applicable collective bargaining agreements. Such staff will attend pertinent meetings for in-service training or professional
development as designated by officials of either the school or the rehabilitation agency. Such meetings designated by either party are estimated not to exceed a total of 20 working days per year.

4. Records and Reports — Both the school and the DVRS will continue to maintain reports required by applicable federal and state laws and regulations. Any other program information or statistical data relating to vocational rehabilitation will not be released to professional publications, the press, etc., without the review and consent of the other party. All audio-visual materials explaining vocational rehabilitation developed for presentation to lay or professional groups will also be with the knowledge and consent of both parties. Evaluation of the joint efforts will be done at least annually with the participation of both parties. Periodic reports from the DVRS data collection system will be provided as they are available.

5. Civil Rights — Both parties to the agreement will continue to be in compliance with the Civil Rights Act of 1964.

VOCATIONAL REHABILITATION RESPONSIBILITIES:

1. Qualified Staff — The personnel of the Division of Vocational Rehabilitation Services, as employees of the State Department of Education, will meet the educational and other requirements as set forth in the STATE PLAN FOR THE ADMINISTRATION OF VOCATIONAL REHABILITATION IN IOWA. Such personnel will work within the Area as an integral part of the school educational team to bring to the rehabilitation resources of the area the special vocational rehabilitation skills and services necessary to successfully train and otherwise prepare eligible handicapped persons for suitable employment. Only handicapped individuals determined to be eligible for vocational rehabilitation services will be included in this cooperative program.

2. Staff Support — The Division of Vocational Rehabilitation Services will also make available to each vocational rehabilitation counselor, supplies and travel funds within the provisions of state statutes to carry out professional responsibilities in cooperation with the school program.

   The Division will also provide each vocational rehabilitation professional and clerical staff member with essential office equipment only in the event such equipment cannot conveniently be provided by the area or school.

   Toll charges in connection with long-distance telephone calls authorized by the vocational rehabilitation counselor to carry out his/her functions will be paid by the vocational rehabilitation agency (when WATS line facilities are not locally available).

3. Rehabilitation Services — Within the limits of current funding, all services covered by the STATE PLAN FOR THE ADMINISTRATION OF VOCATIONAL REHABILITATION IN IOWA will be made available to eligible handicapped students through individual plans developed by the vocational rehabilitation counselor in cooperation with appropriate school and other resources. Such services, which may need to precede or be provided simultaneously with (or subsequent to) regular educational and vocational training, will vary according to individual circumstances but might include: (a) medical, psychiatric and other diagnostic

283-0529
studies; (b) treatment to reduce or limit the handicapping condition; (c) artificial appliances, wheelchairs, glasses and other special aids to facilitate training or employment; (d) maintenance (board, room, etc.), transportation, supplies, and equipment while undergoing training and placement; (e) on-the-job training costs; (f) appropriate cooperative employment guidance and job placement assistance; and (g) appropriate post-employment services.

RESPONSIBILITIES OF THE SCHOOL:

1. Office Space — In order to facilitate close coordination of counseling, planning, and student service activities, the educational facility will provide, whenever possible, the vocational rehabilitation staff with adequate interviewing and office quarters equipped with a telephone.

2. Education and Related Services — Students who become applicants or clients of the Division of Vocational Rehabilitation Services will continue to be eligible for all other evaluation, training, or ancillary services provided by the school for which they might otherwise be eligible.

3. Examinations and Reports — It is expected that the school will secure and share all audiological, visual, social work, academic, psychological, or other examinations which are necessary in order to develop suitable Individual Educational Programs (IEP), or Individual Written Rehabilitation Programs (IWRP).

4. Case Finding — In the interest of providing occupationally-related services needed by its students, the school, in coordination with DVRS staff, will assume responsibility for screening and identifying potential clients for referral to DVRS. They will also help interpret the purposes of DVRS to students, parents, faculty, and administrators.

FOR THE SCHOOL SYSTEM

(Signature of Board President) 8-18-87

(Signature of Board Secretary) 8-18-87

FOR THE IOWA STATE DEPARTMENT OF EDUCATION

(Signature of State Director) 8/26/87
The College participates in new jobs training programs and retraining programs directed to the training of employees of Iowa companies. As a part of these programs, the College prepares training program materials that are specific to the new or retrained jobs being initiated by the participating company. The training program materials are primarily comprised of information and materials that are fully within the public domain. Some of the training program materials, however, necessarily include proprietary information of the participating company, the confidentiality of which must be protected by the College.

Information provided to the College by a company for the purpose of preparing training program materials is considered non-proprietary and non-confidential information that may be used by the College without restriction unless, at the time the information is first communicated to the College by a participating company, the company has identified in writing the information as proprietary information. If such a written notice is received by the College, the identified proprietary information will be accorded the following protective measures:

1. The information will be disclosed only to such College personnel as have a need to know the information as a part of their responsibilities in preparing the training program materials for the company.

2. All copies of the training program materials will be given to the company at the completion of the project.

3. All information and materials identified by the company as proprietary, and all copies of such information and materials, will be returned to the company at the completion of the project.

4. The College will take such other reasonable measures as are commensurate with the value of the proprietary information and which have been agreed upon in writing between the company and the Executive Director of Contract Training Services.

Legal Ref: Code of Iowa, Chapter 280B House File 623 (1987)

Adopted: AUGUST 18, 1987
STATE OF IOWA
POLK COUNTY

The undersigned, being first duly sworn, on oath states that he/she is the
AUDITING SUPERVISOR, FAC. Accs. Pay,
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 8-26-87

in Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are true as he/she truly believes.

Subscribed and sworn to before me by said affiant this 10th day of
Sept. 19, 1987

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

MARY F. BRADLEY
The Board of Directors of the Des Moines Area Community College met in regular session on the 18th day of August, 1987, at five o'clock p.m., in the Learning Center, Carroll Campus, Carroll, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVerre Bendixen, Susan Clouser, Lloyd Courter, Dick Johnson, Eldon Leonard, Doug Shull, Nancy Wolf

Absent: NONE

Matters were discussed concerning a New Jobs Training Agreement between the College and Breda Telemarketing Center, Inc. Following a discussion of the proposal, Board Member H. Belken 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 $31,000 Aggregate Principal Amount of New Jobs Training Certificates (Breda Telemarketing Center, Inc.) 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 S. Clouser. 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, Courter, Johnson, Leonard, Risdal, Shull, Wolf

Nays: NONE

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

* * * * * * *

Attest: President of the Board of Directors

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 $31,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (BREDA TELEMARKETING CENTER, INC.) 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 Breda Telemarketing Center, 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 $31,000 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 $31,000 New Jobs Training Certificates (Breda Telemarketing Center, Inc.) 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:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(BREDA TELEMARKETING CENTER, INC.)
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 $31,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Breda Telemarketing Center, Inc.). 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 Breda Telemarketing Center, Inc. in Breda, 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 $31,000 of New Jobs Training Certificates (Breda Telemarketing Center, Inc.) 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 "A" 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 18th day of August, 1987.

Attest:

Pr^didejrit of the Board of Directors

Attest:

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

I, Helen M. Minor, 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 August 18, 1987, 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 promi-
nent 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 28A, Code of Iowa, as amended, upon reason-
able 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 pro-
ceedings 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 pro-
ceedings, 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 18th day of August, 1987.

[Signature]
Secretary of the Board of
Directors

D. 65/78-84
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Breda Telemarketing Center, Inc.

Dated as of July 31, 1987

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 3/14/99 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Breda Telemarketing Ctr., 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 intrastate/intrastate commerce for the purpose of 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 Breda Telemarketing, 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: Breda Telemarketing Center, Inc.
E. Hwy 171
Breda, Iowa 51436

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:

Vera M. Minn

DES-MOINES AREA COMMUNITY COLLEGE

by

ATTEST:

James A. Almon

BREDA TELEMARKETING CENTER, INC.

by
TRAINING PLAN
FOR
BREDA TELEMARKETING CENTER, INC.

Prepared By
Des Moines Area Community College
Economic Development Group
Peggy Cutlip, Training Consultant
Pauline Skarda, Secretary
August 5, 1987
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>3</td>
</tr>
<tr>
<td>TRAINING PLAN</td>
<td>4</td>
</tr>
<tr>
<td>BUDGET</td>
<td>5</td>
</tr>
</tbody>
</table>
BREDA TELEMARKETING CENTER, INC.

INTRODUCTION

Breda Telemarketing Center, Inc., of Breda, Northwest Carroll County, Iowa, is affiliated with North Central Telemarketing Services, Inc. of South Dakota.

Breda Telemarketing, Inc. is constructing a building northeast of the town of Breda. Telemarketing clientele will be developed through a contract with Citel of Omaha, Nebraska. Calling will be conducted nationwide.

Des Moines Area Community College staff, in cooperation with Breda Telemarketing corporate staff, have prepared this plan to initiate training for 23 new employees beginning September 1987.

The Training Plan includes three methods:

1. Group Instruction
2. Job Specific Training
3. On-The-Job Training.
JOB TRAINING

I. GROUP INSTRUCTION FOR ALL EMPLOYEES

A. Orientation to Company 2 hrs.

Presentation of company history, goals, policies and procedures. Discuss Iowa's position for growth of telemarketing industry.

B. General Telemarketing Procedures 24 hrs.

General discussion of functions required in a telemarketing industry as call scripting, customer relations, computer usage, and basic telephone techniques.

II. JOB SPECIFIC TRAINING FOR

A. Telemarketing Supervisors 36 hrs.

Procedures and techniques needed to effectively manage a telemarketing operation.

B. Telemarketers 36 hrs.

Basic principals of selling using the telephone.

III. ON-THE-JOB TRAINING

Employees will receive on-the-job training under guidance of their immediate supervisors.
BREDA TELEMARKETING CENTER, INC.

BUDGET NARRATIVE

Training Budget $ 22,807

<table>
<thead>
<tr>
<th>I. Group Instruction</th>
<th>$ 2,550</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>$ 1,300</td>
</tr>
<tr>
<td>26 hrs. @ $50/hr.</td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Travel</td>
<td>$  250</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II. Job Specific Instruction</th>
<th>$ 5,560</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>$ 3,600</td>
</tr>
<tr>
<td>72 hrs. @ $50/hr.</td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td>$ 1,460</td>
</tr>
<tr>
<td>(includes 23 manuals @ $20)</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>$  500</td>
</tr>
</tbody>
</table>

| III. On-The-Job Instruction  | $14,697 |
| Total Estimated Expenditures | $22,807 |

Upon receipt of proper documentation, reimbursement to all providers of training that meet the guidelines of Industrial New Jobs Training will be made.
The undersigned, being first duly sworn, on oath states that he/she is the AUDITING SUPERVISOR 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 8-26-87

The Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Mary F. Bradley

Subscribed and sworn to before me by said affiant this 10th day of Sept. 1987

Mary F. Bradley

Notary Public in and for Polk County, Ia
The Board of Directors of the Des Moines Area Community College met in regular session on the 18th day of August, 1987, at five o'clock p.m., in the Learning Center, Carroll Campus, Carroll, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVere Bendixen, Susan Clouser, Lloyd Courter, Dick Johnson, Eldon Leonard, Doug Shull, Nancy Wolf

Absent: NONE

Matters were discussed concerning a New Jobs Training Agreement between the College and Erickson Displays. Following a discussion of the proposal, Board Member D. Bendixen 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 $39,500 Aggregate Principal Amount of New Jobs Training Certificates (Erickson Displays) 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. Johnson. 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, Courter, Johnson, Leonard, Risdal, Shull, Wolf

Nays: NONE

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

* * * * * * *

Attest:
President of the Board of Directors

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 $39,500 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (ERICKSON DISPLAYS) 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 Erickson Displays (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 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 $39,500 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 $39,500 New Jobs Training Certificates (Erickson Displays) 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:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(ERICKSON DISPLAYS)
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 $39,500 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Erickson Displays). 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 Erickson Displays 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 $39,500 of New Jobs Training Certificates (Erickson Displays), 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 "A" 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 18th day of August, 1987.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
I, Helen M. Minor, 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 August 18, 1987, 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 28A, 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 18th day of August, 1987.

Secretary of the Board of Directors

D.65/70-76
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

ERICKSON DISPLAYS

Dated as of August 6, 1987

Relating to

Des Moines Area Community College
Job Training Certificates
This Training Agreement (the "Agreement") made and entered into as of August 6, 1987 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Erickson Displays, 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 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 Erickson Displays." 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:  J. seph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer:  Erickson Displays
1917 Dean Avenue
Des Moines, IA 50316

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

ERICKSON DISPLAYS

By
TRAINING PLAN
FOR
ERICKSON DISPLAYS

Prepared By
Des Moines Area Community College
Economic Development Group
Pam Van Ast, Sr. Training Consultant
Norman A. Luiken, Training Consultant
August 5, 1987
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>3</td>
</tr>
<tr>
<td>TRAINING PLAN</td>
<td>4</td>
</tr>
<tr>
<td>BUDGET</td>
<td>5</td>
</tr>
</tbody>
</table>
ERICKSON DISPLAYS

INTRODUCTION

Erickson Displays is a Des Moines company that manufactures point of purchase display racks for a variety of products.

Plans are to increase the work force by 30 people, beginning in August 1987.

Classroom training will include orientation, safety, basic math, blueprint reading and order processing.

Job specific training will include spot welding, forklift operation, metal riveting, hanging and sheering, spray painting, and OJT.

Staff is working with Proteus, JTPA, Job Service and Iowa Department of Economic Development to assure timely hiring and training of new employees.
ERICKSON DISPLAYS

JOB TRAINING

All new employees will receive instruction in the following areas during the first week of employment.

Manufacturing Emphasis (Safety & Quality) ......................... 4 hrs.
(See attached description)

Shop Math & Measurement .............................................. 4 hrs.
(See attached description)

Operation Requirements .............................................. 4 hrs.
(See attached description)

Orientation to the Company ......................................... 4 hrs.
A review of the history of Erickson Displays, products, current accounts, personnel policies and compensation.

Job Specific - OJT ...................................................... hrs. to be determined
- Spot Welding
- Forklift Operation
- Spray Painting
- Metal Riveting & Sheering

by employees
level of
knowledge
DESCRIPTION:

A session to provide an overview of the manufacturing equipment, operator role in production, expectations of performance and overall review of the importance of safety and quality in the total operation.

OBJECTIVES:

1. To give new employees a chance to meet and understand plant manager perspective at Erickson Displays and what is important to them.
2. To provide an overview of shop machinery and machine safety.
3. To emphasize the persistent need for quality and safety.
4. To review company safety rules and practices.

INSTRUCTOR MATERIALS:

3 x 5 cards of operation sequence

Transparencies:
- ME-1
- ME-2

Safety Equipment:
- Glasses
- Shields
- Gloves
- Arm Guards
- Ear Protectors
- Tongs
- Magnets
<table>
<thead>
<tr>
<th>OUTLINE (What)</th>
<th>ACTIVITIES (How)</th>
<th>APPROXIMATE TIME</th>
<th>CLASS MATERIALS</th>
</tr>
</thead>
</table>
| I. Machine Operation & Machine Safety  
  (Primary Operations) | Tour of Fabrication Department  
  (Tom will guide all employees at one time) | 50 min. | Safety glasses required |
| A. Emphasize on each machine: | Machines observed on tour: | | |
| 1. Operation & function | 1. Shear – power operated | | |
| 4. Material handling by operator | 4. Spot welder | | |
| 5. Safety & quality considerations – Inspection requirements | 5. MIG welder | | |
| B. Tooling – Fixtures – different types (dies & universal tooling) | Explanation of difference between dies and universal tooling.  
  Explain setup procedures and operator responsibility. | | |
| II. General Safety – Introduction to Safety at Erickson Displays | Lecture – Safety Committee  
  Hazard Hunts  
  Independent Inspectors  
  No lead paint | 10 min. | Overhead – handout |
| A. Personal Protectives | Video tape on New Employee Safety | 20 min. | Eye protection—glasses & shields  
  Gloves  
  Arm guards  
  Ear protection  
  Tongs/magnets – metal shee | | |
## Manufacturing Emphasis

<table>
<thead>
<tr>
<th>OUTLINE (What)</th>
<th>ACTIVITIES (How)</th>
<th>APPROXIMATE TIME</th>
<th>CLASS MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Personal Responsibility</td>
<td></td>
<td>20 min.</td>
<td>Overhead - ME-2</td>
</tr>
<tr>
<td>1. Look out for you</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Setups</td>
<td>Show a copy of Material Safety Data Sheet (importance to worker)</td>
<td></td>
<td>MSDS Sheet</td>
</tr>
<tr>
<td>b. Machine conditions</td>
<td>Address Right-to-Know law</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Devices</td>
<td>Point out warning labels and what they mean</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Material Safety Data Sheets (MSDS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Housekeeping</td>
<td></td>
<td></td>
<td>Overhead - ME-2</td>
</tr>
<tr>
<td>f. Material storage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Look out for others</td>
<td></td>
<td>20 min.</td>
<td>Overhead - ME-2</td>
</tr>
<tr>
<td>a. Safety Committee</td>
<td>Review Safety Rules Packet - Involve new employees in the handout</td>
<td></td>
<td>Safety Rules Packet</td>
</tr>
<tr>
<td>b. High exposure/high pressure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Housekeeping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Safety rules</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Safety Rules</td>
<td></td>
<td></td>
<td>Safety glasses required</td>
</tr>
<tr>
<td>a. Eye protection</td>
<td>Tour - stopping points</td>
<td>50 min.</td>
<td></td>
</tr>
<tr>
<td>b. Ear protection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Lifting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III. Secondary Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Paint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Operation &amp; function</td>
<td>1. Paint hang-on</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Material handling by operator</td>
<td>4. Paint booth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Safety &amp; quality considerations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Inspection requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OUTLINE (What)</td>
<td>ACTIVITIES (How)</td>
<td>APPROXIMATE TIME</td>
<td>CLASS MATERIALS</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------</td>
<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>B. Assembly &amp; Packaging</td>
<td>1. Operation &amp; function</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Material incoming</td>
<td></td>
<td>30 min.</td>
<td></td>
</tr>
<tr>
<td>3. Machine (equip.) setup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Material handling by operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Safety &amp; quality considerations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Inspection requirements</td>
<td></td>
</tr>
</tbody>
</table>
SHOP MATH & MEASUREMENT
- 4 Hours -

DESCRIPTION: Instruction in the use of a tape measure, square, and protractor, along with an understanding of basic math functions and common fractions. Also, an introduction to fundamental blueprint reading. Skills learned will apply to job requirements and standards.

OBJECTIVES:

1. To be able to add and subtract common fractions (1/32, 1/16, 1/8, 1/4, 1/2) and compound fractions.

2. To understand fractional tolerances (± 1/32 common).

3. To have all employees be able to read and take care of a regular 6 ft. tape, squares and protractors.

4. To acquaint employee with angles, locations of holes, notches, etc.

5. To acquaint employee with gauges and angle locations.

6. To acquaint employees with basic blueprint reading and dimensioning (pass out test - pretest over certain sections).

Instructor Materials:

Handout Work Sheets
Blueprints
Tape Measures
Squares
Protractors
<table>
<thead>
<tr>
<th>Outline (What)</th>
<th>Activities (How)</th>
<th>Approximate Time</th>
<th>Class Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Basic Math Review and Common Fractions</td>
<td>Work through worksheet handout</td>
<td>50 min.</td>
<td>Handout on common fractions</td>
</tr>
<tr>
<td>A. Definitions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Numerator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Denominator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Improper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Reduction to lowest terms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. A deletion of fractions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Subtraction of fractions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Quiz</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. How to Read A Blueprint</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Views of relationship</td>
<td>Explain &amp; show by using transparencies</td>
<td>60 min.</td>
<td>Transparencies</td>
</tr>
<tr>
<td>1. Orthographic projection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Three main views</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Auxiliary views</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Section views</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Lines symbolization</td>
<td></td>
<td></td>
<td>Transparency</td>
</tr>
<tr>
<td>1. Object line</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Hidden line</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Center line</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Break line</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Miscellaneous lines</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outline (What)</td>
<td>Activities (How)</td>
<td>Approximate Time</td>
<td>Class Materials</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td>-----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>C. Miscellaneous symbols</td>
<td></td>
<td></td>
<td>Transparency</td>
</tr>
<tr>
<td>D. Dimensioning</td>
<td></td>
<td></td>
<td>Transparency</td>
</tr>
<tr>
<td>1. Types of dimensioning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Dimensioning abbreviations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Reading dimensions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Tolerancing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Material specifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Bill of materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Material specification</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Notes &amp; Revisions</td>
<td>Question/Answer review - Discuss</td>
<td>10 min.</td>
<td></td>
</tr>
<tr>
<td>------- BREAK ---------</td>
<td>-----------------</td>
<td>15-20 min.</td>
<td></td>
</tr>
<tr>
<td>III. Applications of Blueprints</td>
<td>How prints are used on job &amp; where they are on the job.</td>
<td>40 min.</td>
<td>Transparency</td>
</tr>
<tr>
<td>A. Part specifications</td>
<td>Demonstrate use of the blueprint in checking a part dimension</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Quality specifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Critical dimensions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Required locations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Machine Setup</td>
<td>Explain how to read blueprint to set up</td>
<td></td>
<td>Transparency</td>
</tr>
<tr>
<td>D. Assembly specifications</td>
<td>Look at drawing, show relationship of parts</td>
<td></td>
<td>Transparency</td>
</tr>
<tr>
<td>1. Tolerance stack-ups</td>
<td>Show as parts are assembled how tolerances may accumulate to make part out of tolerance</td>
<td></td>
<td>Tolerance visual</td>
</tr>
<tr>
<td>2. Critical tolerances</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### IV. Measurement

<table>
<thead>
<tr>
<th>Outline (What)</th>
<th>Activities (How)</th>
<th>Approximate Time</th>
<th>Class Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Tape measure</strong></td>
<td>Distribute tape measures</td>
<td>20 min.</td>
<td>Tape measures</td>
</tr>
<tr>
<td>1. Graduations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Use of tape - dropping critical (Recalibrate)</td>
<td>If dropped - do not use without recalibrating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Actual practice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. Square</strong></td>
<td>Distribute squares</td>
<td>20 min.</td>
<td>Squares</td>
</tr>
<tr>
<td>1. Graduations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Use of square</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Actual application</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C. Protractors</strong></td>
<td>Distribute protractors</td>
<td>20 min.</td>
<td>Protractors</td>
</tr>
<tr>
<td>1. Graduations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Use of protractor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Actual practice</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DESCRIPTION:
A session to explain the order process followed by Erickson Displays, the productivity recording/reporting process, and the importance of quality production.

OBJECTIVES:
1. To acquaint employees with what instructions they will receive on each job.
2. To spell out what is expected of each operator.
   
   Job Setup:
   Rate of operation
   Inspection procedure
   Method of doing the operation

3. To impart the importance of doing each operation with excellence.
4. To develop an understanding of accuracy in reporting job information and developing a quality attitude.

INSTRUCTOR MATERIALS:

Transparencies:

<table>
<thead>
<tr>
<th>OR-I</th>
<th>OR-VI</th>
<th>OR-XI</th>
</tr>
</thead>
<tbody>
<tr>
<td>OR-II</td>
<td>OR-VII</td>
<td></td>
</tr>
<tr>
<td>OR-III</td>
<td>OR-VIII</td>
<td></td>
</tr>
<tr>
<td>OR-IV</td>
<td>OR-IX</td>
<td></td>
</tr>
<tr>
<td>OR-V</td>
<td>OR-X</td>
<td></td>
</tr>
</tbody>
</table>
## ERICKSON DISPLAYS
### Operation Requirements

<table>
<thead>
<tr>
<th>OUTLINE (What)</th>
<th>ACTIVITIES (How)</th>
<th>APPROXIMATE TIME</th>
<th>CLASS MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Order Processing (External)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. How order originates</td>
<td>Show and speak from transparencies</td>
<td>20-30 min.</td>
<td>Transparencies</td>
</tr>
<tr>
<td>1. Bakery line</td>
<td>6-8 months in preliminary stages</td>
<td></td>
<td>Names of companies:</td>
</tr>
<tr>
<td>2. Custom work</td>
<td>Last 4-6 weeks - from order placement to</td>
<td></td>
<td>Every, Mattell, Hoste, Bell (OR-I)</td>
</tr>
<tr>
<td>3. Relearn things</td>
<td>product shipped</td>
<td></td>
<td>Concept of Eveready (OR-II)</td>
</tr>
<tr>
<td>4. Point of purchase racks</td>
<td></td>
<td></td>
<td>Picture of prototype - Eveready (OR-III)</td>
</tr>
<tr>
<td>5. Typical order process</td>
<td></td>
<td></td>
<td>Blueprint from line drawing (OR-IV)</td>
</tr>
<tr>
<td>B. Release meeting - everyone informed (supervisor nature)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. In-house Activities (internal happenings)</td>
<td>Show operators a shop packet. Pull apart and show on overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Order writing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Purchase materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Set up contracts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Prepare shop packets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Set up inventory (inventory system)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Enter all information on production control system</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Shop Packet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Shop Drawing for every component built</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Process Sheet - used mostly by set-up person more than operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transparency Packet:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shop Drawing (OR-V)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Process Sheet (OR-VI)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Card (filled out) (OR-VII)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Card (blank) (OR-VII)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transparency of Shop Drawing (OR-V)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### ERICKSON DISPLAYS

#### Operation Requirements

<table>
<thead>
<tr>
<th>OUTLINE (What)</th>
<th>ACTIVITIES (How)</th>
<th>APPROXIMATE TIME</th>
<th>CLASS MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C. Job Card</strong></td>
<td></td>
<td></td>
<td>Transparency</td>
</tr>
<tr>
<td>1. How received -</td>
<td></td>
<td>Fill in job card on blank transparency</td>
<td>Blank Job Card Transparency (OR-VIII)</td>
</tr>
<tr>
<td>Set up people</td>
<td></td>
<td></td>
<td>Blank Cards for Class</td>
</tr>
<tr>
<td>Review process</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Observation of short run</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. How to fill out -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How tied to time card</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity recorded from machine counters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/25 or 1/50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D. Day Card - work done</strong></td>
<td>Work through filling out Day Card</td>
<td></td>
<td>Blank Day Card Transparency (OR-IX)</td>
</tr>
<tr>
<td>Manually kept</td>
<td></td>
<td></td>
<td>Blank Day Cards</td>
</tr>
<tr>
<td>When pick up item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many produced</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>When complete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accuracy important</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Questions</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**III. Productivity**

<p>| A. Hours earned vs. the amount of hours paid | Point out information from weekly summary sheet transparency | Transparency of Weekly Summary Sheet (OR-X) |
| B. Determine if company is making money on this project |                  |                  |
| C. Given number of parts in given time |                  |                  |
| D. Time standards - 50% to 150% |                  |                  |</p>
<table>
<thead>
<tr>
<th>OUTLINE (What)</th>
<th>ACTIVITIES (How)</th>
<th>APPROXIMATE TIME</th>
<th>CLASS MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>E. Comparative Data Standards will be used to evaluate employees performance</td>
<td>Show calculations on what a standard is: what does it mean (.003 or an hour)?</td>
<td>Blank transparency for instructor use</td>
<td></td>
</tr>
<tr>
<td>IV. Quality</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Quality Assurance Coordinator Assistance to develop good quality (not an inspector)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Each operator - responsible for quality Information to check Tools Two or three items/parts</td>
<td>Action to take - problem to supervisor (run vs. not run) Important Biggest thing - operator must point out problems Important Need to know when a problem exists. Specification problem Visual problem Specification vs useable part Some out of specification parts are functional &amp; useable. Foreman, Q.C., &amp; marketing will make that decision</td>
<td>Show transparency and make a point of this.</td>
<td>Job Card Transparency (blank Card) (OR-VIII)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Important - point out problem (OR-XI)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sample part or parts out of specification Shop drawing</td>
</tr>
<tr>
<td>V. Summary</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ERICKSON DISPLAYS

BUDGET NARRATIVE

The source of training funds is derived from the use of new jobs credit from withholding and the use of incremental property taxes under the provisions of HF 623.

The budget is $30,060

I. Classroom Instruction $11,400
   (includes development, materials & supplies, and instruction)

II. Training Equipment $3,000

III. On-The-Job Training $15,660

The beginning date for training is August 6, 1987.

The completion date for training is August 1988.

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.
R-50 NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES

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 $232,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Kemin Industries, Inc.). The purpose of the Certificates is to provide funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Kemin Industries, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further or 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

Helen M. Minor
Secretary of the Board of Directors

Affidavit of Publication

STATE OF IOWA

POLK COUNTY

SS.

BUS. OFF. Accts. Pay.

The undersigned, being first duly sworn, on oath states that he/she is the AUDITING SUPERVISOR 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 8-26-87,

in Des Moines Sunday Register on ________________________

The affiant states that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Linda Johnson

Subscribed and sworn to before me by said affiant this 10th day of Sept., 1987

Mary F. Bradley

Notary Public in and for Polk County, Iowa

MARY F. BRADLEY
The Board of Directors of the Des Moines Area Community College met in regular session on the 18th day of August, 1987, at five o'clock p.m., in the Learning Center, Carroll Campus, Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVere Bendixen, Susan Clouser, lloyd Courter,

Dick Johnson, Eldon Leonard, Doug Shull, Nancy Wolf

Absent: NONE

Matters were discussed concerning an Addendum to the previously approved new jobs training agreement between the College and Kemin Industries, Inc. Following a discussion of the proposal, Board Member H. Belken 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 $232,000 Aggregate Principal Amount of New Jobs Training Certificates (Kemin Industries, Inc.) 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 S. Clouser. 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, Courter, Johnson, Leonard,

Risdal, Shull, Wolf

Nays: NONE

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

* * * * * *

Attest:

President of the Board of Directors

Secretary of the Board of Directors
RESOLUTION

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 $232,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (KEMIN INDUSTRIES, INC.) 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 an expanded New Jobs Training Program with Kemin Industries, 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 additional 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 $232,000 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 $232,000 New Jobs Training Certificates (Kemin Industries, Inc.) 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, the College has previously undertaken a New Jobs Training Program with the Company and has issued its New Jobs Training Certificate for the purpose of financing the costs of such program; and

WHEREAS, an 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:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(KEMIN INDUSTRIES, INC.)
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 $232,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Kemin Industries, Inc.). 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 Kemin Industries, 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 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 Addendum to Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said 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 $232,000 of New Jobs Training Certificates (Kemin Industries, Inc.), 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 "A" 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 18th day of August, 1987.

[Signature]
President of the Board of Directors

Attest:

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

I, Helen M. Minor, 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 August 18, 1987, 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 28A, 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 18th day of August, 1987.

[Signature]
Secretary of the Board of Directors

D.60/136-142
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Kemin Industries, Inc.

Dated as of August 18, 1987

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 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Kemin Industries, 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 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 Kemin Industries, 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 undischarged 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: Kemin Industries, Inc.
2100 Maury
Des Moines, Iowa 50301

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:

ATTEST:

DES MOINES AREA COMMUNITY COLLEGE
By

KEMIN INDUSTRIES, INC.
By
TRAINING PLAN
FOR
KEMIN INDUSTRIES, INC.

Prepared By
Des Moines Area Community College
Economic Development Group
Pam Van Ast, Sr. Training Consultant
August 5, 1987
INTRODUCTION

Kemin Industries, Inc., located at 2100 Maury Street, Des Moines, manufactures nonnutritive additives for animal feeds and human foods. Founded in 1961, they manufacture and sell their products in the major agriculture and manufactured food markets of the world.

An original agreement was signed on February 19, 1987. In this addendum a total of twenty-seven (27) positions will be added. The positions will be in the area of production, computerized extraction processing, and office support.

This expansion will include a new computer system, a shop floor control system and the replacement of obsolete equipment. The company was recently awarded a CEBA grant to assist in financing this expansion.

Des Moines Area Community College staff, in cooperation with Kemin Industries, Inc., have prepared the following training plan for the new employees.

Any modification to the training plan will be approved by designated representatives of Kemin Industries, Inc. and Des Moines Area Community College.

The training plan includes:

I. Classroom Instruction

II. On-The-Job Training
I. CLASSROOM INSTRUCTION

A. Computer Controlled Chemical Process Operation (est. 168 hrs.)

This course includes normal process operation, handling of upset conditions, safety, data logging and report generation.

B. Quality Control Chemist Courses/Lab (est. 575 hrs.)

Items to be covered are production flow at Kemin Industries, general specification methods, compounding samples, introduction to chromatography, gas chromatography, pigment analysis, pigment formulation, introduction to HPLC methods, HPLC methods, wet chemical method, and statistical process control.

C. Office Procedures (est. 16 hrs.)

Office procedures will consist of telephone techniques, in-house office procedures, filing procedures, sales inquiries, mail distribution, computer procedures, telex machine operation, sales report distribution and other miscellaneous office functions.

D. Introduction to Computers (est. 40 hrs.)

This course is designed to offer basic skills necessary to input data and to explain basic concepts of the new computer system.

II. ON-THE-JOB TRAINING

All new employees will receive instruction, guidance, and supervision on an individual basis.

Depending on the complexity of each job, the total number of hours approved for salary reimbursement to Kemin Industries, Inc. will vary according to the Dictionary of Occupational Title classification.
The source of training funds is derived from the use of new jobs credit from withholding and the use of incremental property taxes under the provisions of HF 623.

The budget is $154,239

I. Classroom Instruction $73,464
   (Includes development, materials & supplies, and instruction)

   A. General
      Computer Training
      Office Procedures

   B. Job Specific
      Computer Controlled Chemical Process Operation
      Quality Control Chemist Courses

II. On-The-Job Training $80,775

The estimated beginning date for training is September 1987.

The estimated completion date for training is September 1988.

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.
Ankeny, Iowa
August 18, 1987

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 18th day of August, 1987 at 5:00 p.m., in the Learning Center, Carroll Campus, in Carroll, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, DeVere Bendixen, Susan Clouser, Lloyd Courter, Dick Johnson, Eldon Leonard, Doug Shull, Nancy Wolf

Absent: NONE

Matters were discussed concerning the issuance of General Obligation Bonds of the College in order to fund the deficit, if any, in the College's self-insurance health plan and to provide the remaining funding for carryover insurance costs upon termination of the self-insurance plan. Following a discussion of the proposal, Board Member D. Shull introduced and caused to be read a resolution entitled "A Resolution Directing the Advertisement for Sale of General Obligation Bonds of Des Moines Area Community College in the Aggregate Principal Amount of $250,000"; 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, Courter, Johnson, Leonard, Risdal, Shull, Wolf
Nays: NONE

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

* * * * * *

Jasper Risdal, President of the Board of Directors

Attest:

Helen Minor, Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF GENERAL OBLIGATION BONDS OF DES MOINES
AREA COMMUNITY COLLEGE IN THE AGGREGATE
PRINCIPAL AMOUNT OF $250,000.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "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 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 Section 296.7 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue General Obligation Bonds and use the proceeds from the sale of said Bonds to procure or provide for a policy of insurance, a self-insurance program, or a local government risk pool to protect the College from tort liability, loss of property, or any other risk associated with the operation of the College; and

WHEREAS, this Board has heretofore deemed it necessary and advisable that the College issue its General Obligation Bonds, as authorized by Section 296.7 of the Act, for the purpose of funding the deficit, if any, in the College's self-insurance health plan and to provide the remaining funding for carryover insurance costs upon termination of the self-insurance plan (hereinafter referred to as the "Project"); and

WHEREAS, the College has determined that the amount necessary to fund the Project will require the issuance by the College of not to exceed $250,000 aggregate principal amount of its General Obligation Bonds pursuant to the provisions of the Act; and

WHEREAS, it is proposed to issue not to exceed $250,000 in aggregate principal amount of General Obligation Bonds of the College (the "Bonds"); and

WHEREAS, the College has heretofore, pursuant to resolution of the Board of Directors, directed the publication of a notice of its intention to issue the Bonds and calling a public hearing thereon, which public hearing is scheduled to be held on September 15, 1987; and

WHEREAS, the Board of Directors of the College is authorized, pending the outcome of the public hearing, to proceed on behalf of the College with the sale of the Bonds, and has determined to select a date for the sale of the Bonds, publish notice of the sale, and take all action necessary to proceed with the sale of the Bonds 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 Bonds described herein be offered at
public sale scheduled for September 15, 1987, with the opening of
bids at 11:00 o'clock a.m. in the Board Room of the
Administration Building at the College in Ankeny, Iowa and the
bids referred to the Board of Directors of the College at its
meeting scheduled for September 15, 1987 at _______ o'clock p.m.
in the Board Room of the Administration Building at the College.

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 Bonds
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
Bonds, and any appropriate reduction or increase in the principal
amount of the Bonds) as shall be approved by the officers of the
College:
NOTICE OF BOND SALE

DES MOINES AREA COMMUNITY COLLEGE
GENERAL OBLIGATION BONDS

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 September 15, 1987 for the purchase of $250,000 aggregate principal amount of General Obligation Bonds (the "Bonds") to be issued for the purpose of funding the deficit, if any, in the College's self-insurance health plan and to provide the remaining funding for carryover insurance costs upon termination of the self-insurance plan.

Sealed bids 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 bid will be referred to the Board of Directors at their meeting to be held on the date specified above and the Bonds 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 shall be the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bids, the total dollar value of all interest on the Bonds and deducting any premium therefrom or adding any discount thereto.

BOND DETAILS: The Bonds are in the aggregate principal amount of $250,000, to be dated October 1, 1987, 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:

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Maturity (June 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 50,000</td>
<td>1989</td>
</tr>
<tr>
<td>50,000</td>
<td>1990</td>
</tr>
<tr>
<td>50,000</td>
<td>1991</td>
</tr>
<tr>
<td>50,000</td>
<td>1992</td>
</tr>
<tr>
<td>50,000</td>
<td>1993</td>
</tr>
</tbody>
</table>

Interest on the Bonds will be payable on June 1, 1988 and semiannually thereafter on each December 1 and June 1 until the principal on the Bonds is paid in full. Principal and interest will be payable by Norwest Bank Des Moines, National Association, the Paying Agent for the College.
AUTHORITY: The Bonds are issued under the authority of Section 296.7 of the Code of Iowa, as amended.

SECURITY: The Bonds are General Obligation Bonds and shall constitute binding obligations of the College and the full faith, credit and taxing power of the College are irrevocably pledged for the payment of the Bonds. There shall be levied and collected annually upon all the taxable property in the Merged Area a tax sufficient to pay the principal of and interest on the Bonds as they respectively mature.

INTEREST RATE AND BIDDING REQUIREMENTS: 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 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. No proposal for the purchase of less than all of the Bonds or at a price less than $247,500 plus accrued interest 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 September 25, 1987 the initial price to the public at which a substantial amount of the 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 $5,000 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 Des Moines, National Association will act as registrar of the Bonds and transfer agent for the College.

PRIOR REDEMPTION: The Bonds will not be subject to redemption prior to maturity.
DELIVERY OF BONDS: The Bonds will be delivered, without expense to the purchaser, 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 purchaser, the purchaser may withdraw his bid and thereafter his interest in and liability for the Bonds will cease and his bid security will be returned without interest. When the Bonds are ready for delivery, the College may give the successful bidder 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 bidder has failed to comply with the offer of purchase. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: The Bonds will be printed without CUSIP numbers, unless requested by the purchaser who must agree in his bid proposal 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 purchaser to refuse to accept delivery of the Bonds.

RATINGS: The Bonds will be rated by Moody's Investors Services, Inc.

QUALIFIED TAX-EXEMPT OBLIGATION: The College expects that the Bonds will constitute "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986 (relating to pro rata allocation of interest expense of financial institutions to tax-exempt interest).

LEGAL OPINION: The Bonds will be sold subject to the opinion of Davis, Hockenberg, Wine, Brown, Koehn & Shors, Attorneys of Des Moines, which will be furnished without expense to the purchaser 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 18th day of August, 1987.

HELEN MINOR,
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 18th day of August, 1987.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
I, Helen M. Minor, 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 August 18, 1987, 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 18th day of August, 1987.

[Signature]

Secretary of the Board of Directors of the Des Moines Area Community College

D.65/53-61
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 18th day of August, 1987 at 5:00 p.m., in the Learning Center, Carroll Campus, Carroll, Iowa. The meeting was called to order and there were present: Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, De Vera Bendixen, Susan Clouser, Lloyd Courter, Dick Johnson, Eldon Leonard, Doug Shull, Nancy Wolf

Absent: NONE

Matters were discussed concerning the issuance of General Obligation Bonds of the College in order to fund the deficit, if any, in the College's self-insurance health plan and to provide the remaining funding for carryover insurance costs upon termination of the self-insurance plan. 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 $250,000 Aggregate Principal Amount of General Obligation Bonds, Instituting Proceedings for the Taking of Additional Action for the Issuance of the Bonds, and Calling a Public Hearing on the Proposal to Issue said Bonds", and moved its adoption. The motion was seconded by Board Member D. Shull. 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, Courter, Johnson, Leonard, Risdal, Shull, Wolf

Nays: NONE

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

* * * * * * *

Jasper Risdal, President of the Board of Directors

Attest:

Helen Minors, Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $250,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF THE BONDS, 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 Section 296.7 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue General Obligation Bonds and use the proceeds from the sale of said Bonds to procure or provide for a policy of insurance, a self-insurance program, or a local government risk pool to protect the College from tort liability, loss of property, or any other risk associated with the operation of the College; and

WHEREAS, after thorough investigation and discussion of the matter, it is deemed necessary and advisable that the College should issue General Obligation Bonds, as authorized by Section 296.7 of the Act, for the purpose of funding the deficit, if any, in the College's self-insurance health plan and to provide the remaining funding for carryover insurance costs upon termination of the self-insurance plan (hereinafter referred to as the "Project"); and

WHEREAS, the College has determined that the aggregate 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 its General Obligation Bonds pursuant to the provisions of the Act in the aggregate principal amount of $250,000 (the "Bonds"); and

WHEREAS, the Board of Directors of the College has determined that before the Bonds are issued, it is desirable to conduct a public hearing on the proposal to issue the Bonds and to publish a notice of the Board's intention to issue the Bonds, which notice shall describe the rights of residents of the Merged Area to express their views for or against the proposal to issue the Bonds.

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 15th day of September, 1987, at ___ o'clock p.m., at which time and place a public hearing shall be held on the proposal to issue the Bonds, 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 Bonds.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice of intention to issue the Bonds, 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 ten (10) 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:
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 _____ o'clock p.m., on September 15, 1987, on a proposal to issue not to exceed $250,000 aggregate principal amount of the College's General Obligation Bonds (Insurance Funding Project) (the "Bonds"), pursuant to the provisions of Section 296.7 of the Code of Iowa. The Bonds are to be issued for the purpose of funding the deficit, if any, in the College's self-insurance health plan and to provide the remaining funding for carryover insurance costs upon termination of the self-insurance plan.

All residents of the area served by the College (hereinafter referred to as 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 the Bonds, 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 the Bonds.

The Bonds, if issued, and the interest and premium, if any, thereon will be payable from the levy of unlimited ad valorem taxes on all the taxable property within the Merged Area.

Notice is further given of the intention of the Board of Directors of the College to issue the Bonds and that the Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Bonds.

By Order of the Board of Directors of the Des Moines Area Community College

Secretary of the Board of Directors
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 $250,000 of General Obligation Bonds, (Insurance Funding Project), the proceeds of which Bonds will be used to fund the deficit, if any, in the College's self-insurance health plan and to provide the remaining funding for carryover insurance costs upon termination of the self-insurance plan.

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 18th day of August, 1987.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
I, Helen Minor, 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 August 18, 1987, 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 18th day of August, 1987.

[Signature]

Secretary of the Board of Directors of the Des Moines Area Community College

D.42/4-9
HUMAN RESOURCES REPORT
August 18, 1987

I. CONTRACT CHANGES


II. PROMOTIONS


III. RE-INSTATMENTS


IV. NINE MONTH CONTRACT EXTENSION FOR SUMMER

Clupper, Beatrice 53 Days 81.8%

V. NINE MONTH CONTRACT EXTENSION CHANGES FOR SUMMER

Stiles, Betty 53 Days 54.5%

VI. NEW PERSONNEL


VII. S.D.U. LANE CHANGES


b. Custer, Harriett, Instructor-Development Center, Student Education & Development. From Lane 293 Level 16.0 to Lane 315 Level 16.0. Annual Salary $37,582. Effective August 22, 1987. Continuing Contract with Certified Faculty-full status.


o. Sheets, Judith, Instructor-Dental Radiology (60%), Health Services & Sciences. From Lane 225 Level 10.0 to Lane 248 Level 10.0. Annual Salary $13,885. Effective August 31, 1987. Continuing Contract with Certified Faculty-full status.


q. Stock, Kathryn, Instructor-Nursing, Health Services & Sciences. From Lane 293 Level 17.0 to Lane 315 Level 17.0. Annual Salary $30,487. Effective August 31, 1987. Continuing Contract with Certified Faculty-full status.

IV. RESIGNATIONS


<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Department</th>
<th>Recommended Salary</th>
<th>Education</th>
<th>Experience</th>
<th>Length of Contract</th>
<th>Reason for Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deborah Bell</td>
<td>Instructor-Dental Assistant</td>
<td>Health Services &amp; Sciences</td>
<td>$18,919</td>
<td>A.A. Des Moines Area Community College</td>
<td>9 years working</td>
<td>9 months</td>
<td>To replace Nancy Anderson</td>
</tr>
<tr>
<td>Edward Clark</td>
<td>Director, Satellite Center</td>
<td>Economic Development Group</td>
<td>$30,000 Annually</td>
<td>M.A., University of Iowa</td>
<td>6 years working</td>
<td>Specially funded through June 30, 1988</td>
<td>Special Project</td>
</tr>
<tr>
<td>Kenneth Discher</td>
<td>Assistant Bookstore Supervisor</td>
<td>Business Services</td>
<td>$14,511 Annually</td>
<td>M.A., Ohio State</td>
<td>5 years working</td>
<td>Twelve months</td>
<td>To replace Tootie Allison</td>
</tr>
<tr>
<td>Gordon Hotchkiss</td>
<td>Instructor-Telphony</td>
<td>Industrial &amp; Technical</td>
<td>$25,916 Annually</td>
<td>Dewy Technical Institute</td>
<td>17 years working</td>
<td>Twelve months</td>
<td>To replace Guy Huddleston</td>
</tr>
<tr>
<td>Lloyd Palmitier</td>
<td>Training Consultant</td>
<td>Economic Development Group</td>
<td>$27,825 Annually</td>
<td>M.A., Northwest Missouri State</td>
<td>11 years working</td>
<td>Twelve months</td>
<td>To replace Jolyne Ghanatabadi</td>
</tr>
</tbody>
</table>
DATE: August 7, 1987
TO: Don Zuck
FROM: Irv Steinberg
RE: Financial Report for August'87 Board Meeting

Included with the Financial Report this month is the Expenditures and Revenue By Fund as of June 30,'87, together with the Bar Graphs comparing these amounts to Budgets. As noted, our General Fund (Fund 1 and 2 Combined), and Plant Fund actual expenditures for fiscal year 1986-87 were less than the Board approved/published budgets.

Also included is a June 30,'87 Consolidated Balance Sheet reflecting Assets, Liabilities and Fund Balances for each of our seven funds. Other more detailed fiscal year end financial reports have been prepared for the State Department of Education and are on file in the Business Office.

The July,'87 Cash Position Report indicates that at month end we were able to continue fully investing our $5 Million FY88 Anticipatory Warrant proceeds, and at a higher interest rate than the 4.7% interest expense on these borrowed monies.

Short term investment interest rates remained stable over the past month with a high rate of 6 3/8% available.

We anticipate receiving our FY87 4th quarter State General Aid ($2,059,840) by mid August, which will enhance our cash flow. State and Federal Vocational Aid Receivable for FY87 of $419,342 is not expected to be paid until late September, consistent with prior year similar payments.
### CASH IN BANK:

<table>
<thead>
<tr>
<th>Description</th>
<th>Combined Funds</th>
<th>Plant Fund</th>
<th>DMACC Trust</th>
<th>HF 623 Job TNG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Forward July 1, 87</td>
<td>$12,192</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLUS: July Receipts</td>
<td>3,242,525</td>
<td>127,017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LESS: July Disbursements</td>
<td>3,238,240</td>
<td>138,791</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Balance July 31, 87</td>
<td>$16,477</td>
<td>$32,054</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### INVESTMENTS:

- **Savings Accounts:**
  - First Natl Bank/Ames: 14,413
  - American Fed S & L: 476,305
  - Hawkeye Fed/Boone Athl: 16,103

- **Certificates of Deposit:**
  - Gen Fd at 1st Natl Bk: 4,430,000
  - Gen Fd at Valley Natl Bk: 1,100,000
  - HF623 at 1st Natl Bk: 3,000,000
  - HF623 at Amer Fed: 700,000
  - Early Retirement ASB: 62,124
  - Early Retirement FNB: 33,505
  - Alumni at 1st Natl Bk: 18,000
  - Plant Fd at 1st Natl Bk: 1,000,000
  - Plant Fd at Amer Fed Savgs: 1,000,000
  - Electronics Club at FNB: 1,000
  - Arch Draft Club at FNB: 1,000

**Total Cash/Investments:**

<table>
<thead>
<tr>
<th></th>
<th>Combined Funds</th>
<th>Plant Fund</th>
<th>DMACC Trust</th>
<th>HF 623 Job TNG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$5,691,622</td>
<td>$2,478,805</td>
<td>$32,054</td>
<td>$4,799,227</td>
</tr>
</tbody>
</table>

### FOOTNOTES:

1. Combined Funds investments include balance on hand of $5 Million FY88 Anticipatory Warrant, due July 29, 1988.

2. Combined Funds Account includes Funds 1 thru 6 except for Fund 4 Trust Acct & Fund 2 HF623 Accounts which are maintained in separate bank accounts.

3. Plant Fund investments include $43,195 property tax monies received this fiscal year restricted for Plant Fund Loan payments due Dec 1, 87 and June 1, 88 (total of $681,888).
### BUDGET REPORT

**SUMMARY BY FUND (ALL FUNDS)**

**July 31, 1987**

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>BOARD NO.</th>
<th>FUND</th>
<th>WORKING</th>
<th>EXPENDED/RECEIVED</th>
<th>AMOUNT ENCUMBERED</th>
<th>WORKING BUDGET BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEN FUND CURRENT</td>
<td>1</td>
<td>$21,886,015</td>
<td>$21,919,743</td>
<td>$2,228,461</td>
<td>$3,222,119</td>
<td>$16,469,163</td>
</tr>
<tr>
<td>RESTRICTED CURRENT</td>
<td>2</td>
<td>18,609,558</td>
<td>18,878,871</td>
<td>852,853</td>
<td>505,274</td>
<td>17,520,744</td>
</tr>
<tr>
<td>AUXILLARY</td>
<td>3</td>
<td>3,758,778</td>
<td>3,758,778</td>
<td>251,217</td>
<td>792,217</td>
<td>2,715,344</td>
</tr>
<tr>
<td>AGENCY</td>
<td>4</td>
<td>2,083,172</td>
<td>2,089,734</td>
<td>145,361</td>
<td>876</td>
<td>1,943,497</td>
</tr>
<tr>
<td>SCHOLARSHIP</td>
<td>5</td>
<td>3,319,072</td>
<td>3,319,072</td>
<td>0</td>
<td>0</td>
<td>3,319,072</td>
</tr>
<tr>
<td>LOAN</td>
<td>6</td>
<td>4,500</td>
<td>4,500</td>
<td>1,071</td>
<td>0</td>
<td>3,429</td>
</tr>
<tr>
<td>PLANT</td>
<td>7</td>
<td>5,976,775</td>
<td>5,976,775</td>
<td>649,546</td>
<td>1,284,009</td>
<td>4,043,220</td>
</tr>
</tbody>
</table>

**TOTAL**

| GEN FUND CURRENT    | $21,484,151 | $21,502,334 | $881,098 | $20,621,236 |
| RESTRICTED CURRENT  | 16,409,218 | 18,878,871 | 177,804 | 18,701,067 |
| AUXILLARY           | 3,899,874 | 3,899,874 | 124,568 | 3,775,306 |
| AGENCY              | 2,018,597 | 2,026,597 | 138,619 | 1,887,978 |
| SCHOLARSHIP         | 3,319,072 | 3,319,072 | 0 | 3,319,072 |
| LOAN                | 94,350 | 94,350 | 338 | 94,012 |
| PLANT               | 3,496,229 | 3,496,229 | 54,099 | 3,442,130 |

**TOTAL**

| $50,721,491 | $53,217,327 | $1,376,526 | $51,840,801 |
NOTE: BUDGET is Published Budget for Funds 1, 2, & 7, and Current Working Budget for Funds 3, 4, 5, & 6.