Apr. 23, 1985
Regular Meet.
1. Call to order - 5:00 p.m.

2. Roll Call.

3. Consideration of tentative agenda.

4. Public comments.

5. Consideration of minutes of March 5, 1985, special and regular meetings, the March 11, 1985, and April 2, 1985, special meetings.


7. Consideration of ratification of Des Moines Area Community College Foundation Executive Committee member and Carroll Foundation Board Members.

8. Consideration of Resolution; Agreement to Receive and Repay Deposits of Public Funds; and Security Agreement between Bankers Trust Company and Des Moines Area Community College.

9. Consideration of Memorandum of Understanding between Des Moines Area Community College and the City of Carroll, Iowa.


11. Consideration of criteria for evaluation of certified employees (faculty and administrators).

12. Consideration of acceptance of bid by IDOT for widening perimeter road on Ankeny Campus.

13. Consideration of student housing policy.

14. Consideration of offers to purchase property located at 517 N.E. Fifth Street, Ankeny, Iowa.

15. Consideration of reduction of selling price on property located at 517 N.E. Fifth Street, Ankeny, Iowa.

16. Consideration of resolution authorizing issuance of New Jobs Training Certificates (Greyhound Lines, Inc.).

17. Consideration of Industrial New Jobs Training contracts.
18. Consideration of Payables.
21. Board Members' Reports.
22. Future Agenda Items:
   A. Board Policy review
   B. Collective bargaining
23. Information Items:
   A. May 7, 1985, Boone Graduation - 10:00 a.m.
   B. May 8, 1985, Ankeny Graduation - 2:00 p.m., Veterans Auditorium
   C. May 21, 1985, Regular May Board Meeting
24. Closed Session - Evaluation of President.
25. Adjournment.
The regular meeting of the Des Moines Area Community College Board of Directors was held in Room 122C of the Urban Campus, 1100 Seventh Street, Des Moines, Iowa, on April 23, 1985. The meeting was called to order by Board President Jasper Risdal, at 5:07 p.m.

Members Present:
- Devere Bendixen
- Susan Clouser
- Lloyd Courter
- Eldon Leonard*
- Ted Nemmers
- Jasper Risdal
- Herbert Ritland
- Don Rowen**
- Douglas Shull

Others Present:
- Joseph A. Borgen, President
- Helen M. Minor, Board Secretary
- Other DMACC staff and interested residents

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

Motion passed unanimously.

There were no requests to address the Board.

D. Bendixen moved that the minutes of the March 5, 1985, special and regular meetings, the March 11, 1985, and April 2, 1985, special meetings be approved; seconded by H. Ritland.

Motion passed unanimously.

L. Courter made a motion which was seconded by D. Shull, for approval of the following personnel items:

Contract Changes
HUMAN RESOURCES
REPORT (cont.)

Resignations


Fisher, Clair, Director, Business & Economic Institute, Economic Development. Effective April 1, 1985.


Motion passed unanimously.

*DIRECTOR LEONARD ARRIVES

APPROVAL OF DMACC FOUNDATION COM-
MITTEE MEMBERS

It was moved by S. Clouser, seconded by D. Bendixen, that the Board approve the following appointments to:

Carroll Foundation Board: Mr. Lou Walsh, Carroll
Mr. Jim Wilson, Carroll
Mr. Jim Booy, Carroll

Foundation Executive Committee & Treasurer:

Mr. Don Davis, Ankeny

Motion passed unanimously.

DMACC/BANKERS TRUST AGREEMENT

E. Leonard moved that the Resolution, and Deposit and Security Agreements between Bankers Trust Company and DMACC be deferred for clarification of the third party security holder. Motion seconded by D. Bendixen. The Board of Directors authorized President Borgen to sign the Resolution and Agreements upon identification of the third party depository. Copy of said documents-Attachment #1.

Motion passed unanimously.

DIRECTOR ROWEN ARRIVES**

APPROVAL OF MEMO OF UNDERSTANDING WITH CITY OF CARROLL, IOWA

A motion was made by E. Leonard, seconded by T. Nemmers, that the Memorandum of Understanding between the City of Carroll, Iowa and DMACC regarding the transfer of real estate for the building site of the Western Attendance Center be approved. A copy of said Memorandum is Attachment #2 to these minutes.

Motion passed unanimously.
It was moved by D. Rowen, seconded by D. Bendixen, that the language change to the Affirmative Action Plan as suggested by legal counsel and as follows, be approved.

"Vacant positions will be offered to the most qualified applicant. However, if in the opinion of the College, two or more applicants possess relatively equal qualifications, and one of the applicants belongs to an under-represented class, hiring preference will be given to that applicant until equilibrium in that job classification is reached."

The Plan in its entirety is Attachment #3 to these minutes.

Motion passed unanimously.

D. Rowen made the motion which was seconded by D. Shull, that the attached list (Attachment #4 to these minutes) of general criteria for evaluation of certified employees be approved; and that the President/Superintendent establish specific areas within the criterion and the instruments: to be used with each group of employees.

Motion passed unanimously.

A motion was made by E. Leonard, seconded by T. Nemmers, that the Board approve the bid by the IDOT for widening of the perimeter road on the Ankeny Campus and that authorization be given to the DPI to proceed with the project. Costs and funding are:

- Construction bid: $158,058
- Engineering cost: $25,289
- Total costs: $183,347
- Less amount funded by Road Use Tax funds: $127,000
- Amount to be funded by DMACC: $56,347

Motion passed unanimously.

After considerable discussion, a motion was made by E. Leonard, seconded by D. Shull, that a feasibility study and any development of on-campus student housing be deferred since a private developer has expressed interest in constructing housing east of the Campus on private property.

Motion passed unanimously.
The motion to lower the listed price on the student built property at 517 N.E. Fifth Street, Ankeny, from $78,000 to $75,000 was made by D. Rowen, seconded by S. Clouser. Motion passed unanimously.

It was moved by L. Courter, seconded by D. Shull, that the Board approve the resolution authorizing the issuance of $1,800,000 New Jobs Training Certificates (Greyhound Lines, Inc. Project) and providing for the securing of such certificates for the purpose of carrying out of a New Jobs Training program. The resolution is Attachment #5 to these minutes.

Motion passed unanimously on a roll call vote.

No new Industrial New Jobs Training contracts were received.

A motion for approval of the payables as presented in Attachment #6 to these minutes was made by E. Leonard, seconded by T. Nemmers. Motion passed unanimously.

Executive Vice President Gene Snyders presented the March, 1985, Financial Report, a copy of which is included as Attachment #7 to these minutes.

President Borgen announced that Tom Beck, Political Science instructor has been selected by the University of Iowa for one of the six distinguished teacher awards.

The concept of a Golden Circle Program to promote economic development in central Iowa, with a possible location on the DMACC Ankeny Campus, was presented by Dr. Borgen. The Board encouraged Dr. Borgen to continue exploring and moving ahead with the project and report back at a later meeting.

A staff turnover analysis was discussed.

S. Clouser commended those who participated in 'Japan Week'. She reported that the marketing research people had met in the Carroll area; and that she had visited open entrance/open exit classes in Hastings, NE.
CLOSED SESSION

A motion was made by T. Nemmers, seconded by E. Leonard, that the Board of Directors hold a closed session as provided in Section 28A.5(1)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose performance is being considered to prevent needless and irreparable injury to that individual's reputation, as that individual has requested a closed session.

Motion passed unanimously on a roll call vote and at 6:53 p.m., the Board convened in closed session.

A tape recording and minutes of the closed session for evaluation are in the custody of Board President Risdal.

RETURN TO OPEN SESSION

The Board returned to open session at 7:43 p.m.

ADJOURNMENT

A motion for adjournment was made by D. Rowen, seconded by D. Shull.

Motion passed unanimously and at 7:45 p.m., Board President Risdal adjourned the meeting.

JASPER M. RISDAL, President

HELEN M. MINOR, Board Secretary
RESOLUTION

RESOLVED, that Des Moines Area Community College utilize the services of Bankers Trust Company ("Depository") for the deposit of public funds belonging to Des Moines Area Community College coming into its possession, pursuant to a duly executed Deposit Agreement to Receive and Repay Deposits of Public Funds. The maximum amount which may be thus deposited without further approval of this Board and the Treasurer of State is $12,000,000.00.

RESOLVED, that the following officers are hereby authorized and directed to execute said Agreement, to execute and deliver signature authorization cards to Depository concurrently therewith, and to execute all drafts, checks and other documents and correspondence regarding any accounts of Des Moines Area Community College at Depository:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jasper M. Risdal</td>
<td>President of Board</td>
<td>October 1985</td>
</tr>
<tr>
<td>Helen M. Minor</td>
<td>Board Secretary</td>
<td>October 1985</td>
</tr>
</tbody>
</table>

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental hereto.
RESOLVED that a certified copy of this resolution be forwarded to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefor, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that it be further certified to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Des Moines Area Community College, adopted at a meeting of the Board of Directors duly called and held on the _____ 23rd day of April ______, 1985, a quorum being present, as said Resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

The officers named in the foregoing resolutions have been duly elected and presently serve in their stated capacities for the terms indicated.

Dated this _____ 9th day of ______, May ______, 1985.

{Depositor) Des Moines Area Community College

(seal)

By __Title__
This DEPOSIT AGREEMENT is made this 25th day of February, 1985, by and between Des Moines Area Community College of Ankeny, Iowa ("Depositor"), and Bankers Trust Company, a State Bank of Des Moines, Iowa ("Depository").

1. In consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

2. Depository shall receive and safely keep all public funds of Depositor that may be deposited by Depositor or its duly authorized officer, and shall reimburse and pay the funds to Depositor or its duly authorized officer, or any person lawfully entitled to receive the public funds, whenever requested, or upon maturity, as the case may be.

3. Depository shall pay interest on the public funds which are placed in certificates of deposit or savings accounts at or above the stated minimum rate of interest as set from time to time for public deposits on the daily balance at the close of business each day. All interest shall be paid when due or when the account is closed. Depository may charge a service charge with respect to the handling of deposits of public funds placed by Depositor, provided such charges shall not be greater than charges the Depository customarily requires from the other Depositors for similar services. All such service fees shall be deducted from the demand deposit account and noted accordingly on the monthly statement provided to Depositor.

4. Depository shall at all times maintain a true and correct account of all public funds deposited by Depositor and render to Depositor
monthly statements thereof. Depository shall at all times honor and pay all proper drafts and checks of Depositor up to the amount of public funds deposited in Depository provided all drafts and checks are properly executed according to this Deposit Agreement.

5. Depository shall honor and pay all drafts and checks issued by Depositor when the drafts and checks contain the signature of an officer designated on the verified copy of the resolution of the Board of Directors of Depositor and the signature card on file with Depository. Depository shall be responsible for verification that the signature appearing on the draft or check is an authentic signature and Depository shall be liable for any loss of public funds released on its request and supported by an unauthorized signature. Depositor shall be responsible to ensure that the signature authorization card on file with Depository contains current and accurate information.

6. Depository shall, in the event the amount of public funds deposited by Depositor exceed the amount covered by federal deposit insurance, take one of the following actions: initiate procedures required under Chapter 453 of the Code of Iowa to protect such funds; or remit such excess funds to Depositor within five (5) days after the notice was mailed to Depositor.

7. This Agreement may be terminated by either party only upon 60 days written notice to the other, provided all public funds deposited with Depository, plus interest, if any, shall be remitted to Depositor, and all service charges owing by Depositor, if any, shall be paid in full prior to termination.
Dated as of the day and year first above written.

DEPOSITOR: Des Moines Area Community College
By: [Signature]
Title: Superintendent/President

DEPOSITORY: Bankers Trust Company
By: [Signature]
Title: Sr. Vice President & Trust Officer
SECURITY AGREEMENT FOR
DEPOSIT OF PUBLIC FUNDS

This Security Agreement is made February 25, 1985, between

Bankers Trust Company

City of Des Moines, County of Polk,
State of Iowa ("Depository") and Des Moines Area Community College
("Depositor").

Depository hereby assigns to Security Savings Bank, Marshalltown, as Bailee, all the securities listed on Exhibit "A" attached hereto, and all such securities as may be assigned by Depository to Bailee from time to time including any and all proceeds of such securities (the "Pledged Securities"), solely for the purpose of collateralizing public funds deposits held by Depository. The assignment is authorized and governed by Chapter 453 of the Code of Iowa, 1983, as amended (the "Code"). The assignment is made pursuant to a Bailment Agreement dated September 19, 1984, by and between Depository and Bailee (the "Bailment Agreement").

For value received, Depository hereby grants a security interest in the Pledged Securities to Depositor solely to secure the deposits of public funds placed by Depositor in Depository. Depository shall assign and maintain for the account of Depositor Pledged Securities in the amount, computed at market value, of at least one hundred-ten percent (110%) of the amount of public funds deposited by Depositor in excess of the amount of public funds deposits which is covered by FDIC insurance (the "uninsured deposits"). In case of any default on the part of Depository in the repayment of any deposits of public funds, Depositor shall have full power and authority to direct Bailee to transfer the Pledged Securities to Depositor pursuant to
Chapter 453 of the Code and the Bailment Agreement.

Depositor hereby approves and authorizes Depository during the period of its designation as Depository, to assign additional Pledged Securities and make withdrawals of excess Pledged Securities or substitute other Pledged Securities for those assigned, or any part thereof, so long as the minimum amount is maintained. Authority is vested in Bailee to transfer the Pledged Securities to Depository when the bailment so created shall terminate. In the case of a reduction of the deposit, Depositor hereby approves and authorizes Depository to withdraw the excess portion of the Pledged Securities. All interest on the Pledged Securities assigned to Bailee shall be paid to Depository, when collected, provided the Depository is not then in default.

Bailee is hereby given the authority to receive all notices which may be necessary in order to perfect Depositor's security interest in the Pledged Securities.

The Pledged Securities described above, and all such Pledged Securities as may be from time to time assigned by Depository to Bailee for the purpose of collateralizing public funds, deposits held by the Depository, including any proceeds of such securities, are specifically assigned in order to grant and perfect a valid security interest in the Pledged Securities in Depositor.

Bailee shall execute a Joint Receipt for Custody to both Depositor and Depository evidencing Bailee's safekeeping of the Pledged Securities placed with Bailee pursuant to this Security Agreement and the Bailment Agreement, and shall execute and receive any notices, documents or verifications required pursuant to Operating Circulars No. 13-A or No. 15-M, as the case may be, of the Federal Reserve Bank of Chicago relating to
methods of depositing definitive or book-entry securities, respectively, with said Bank for pledge-collateral purposes, and any initiation letters or correspondence utilized in such method, in the event securities are deposited with said Bank.

Depository shall safely maintain and pay over to Depositor on its authorized check, order or draft, all requested public funds that may come into the possession of Depository by virtue of the provisions of Chapter 453 of the Code, and pursuant to the provisions of an Agreement to Receive and Repay Deposits of Public Funds between the parties hereto, together with all interest accruing thereon, if any. In case of default on the part of Depository under the foregoing conditions, Depositor shall have full power and authority to sell, as herein provided, all Pledged Securities transferred to Depositor from Bailee or so much thereof as may be necessary to realize the full amount of the uninsured funds so deposited with Depository, together with any accrued interest thereon.

Depository shall, if Depositor at any time requests, deliver to and deposit with Bailee additional Pledged Securities to the satisfaction of Depositor in order to maintain the required amount of Pledged Securities to cover deposits of public funds.

Depository shall, at its own expense, do, make, procure, execute, and deliver all acts, things, writings and assurances as Depositor may request pursuant to statute to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Security Agreement, state law, or federal regulations.

Depositor hereby accepts and approves the selection of Bailee to hold Pledged Securities pursuant to the Bailment Agreement, a copy of which has been supplied to Depositor.
If a sale of the Pledged Securities is required on a failure or refusal of Depository to pay the funds or any part thereof on the demand or order of Depositor, or upon maturity, as the case may be, the sale may be made publicly or privately.

Depositor shall transfer any Pledged Securities thus sold to the Purchaser, and thereupon the absolute ownership thereof shall vest in the Purchaser on payment of the purchase price to Depositor. Any excess proceeds remaining after such sale and the satisfaction of claims of Depositor, including deductions for the expenses of sale, shall be paid to Depository.

In witness whereof, the parties have executed this Security Agreement on the day and year first above written.

Depositor:

Des Moines Area Community College

By: [Signature]
President/Superintendent

Depository:

Bankers Trust Company

By: [Signature]
J. Michael Dege
Sr. Vice President & Trust Officer
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Carroll, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (the "City") and Des Moines Area Community College (Merged XI), a school corporation organized and existing under the laws of the State of Iowa (the "College") in consideration of the following terms and conditions.

WHEREAS, each party to this agreement is designated as a public agency under Chapter 28E.2, Code of Iowa, 1983, for all purposes within the purview of Chapter 28E, Code of Iowa; and,

WHEREAS, the City has land available which would meet the needs of the College; and,

WHEREAS, the City may transfer the property upon compliance with procedures outlined in the City Code of Iowa, 1983;

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The City shall issue a deed to the College for the following described real estate.

Lot 1, NW/4SW/4 Sec. 19-T84N-R34W 5th P.M.

Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 19, Township 84 North, Range 34 West of the 5th P.M., Carroll County, Iowa thence North 88°19'12" East, 33.01 feet to the point of beginning; thence North 0°00'00" East, 640.49 feet to the South line of 11th Street; thence North 88°33'54" East, 200.00 feet; thence South 0°00'00" West, 338.46 feet; thence North 90°00'00" East, 39.96 feet; thence South 0°00'00" West, 300.00 feet; thence South 88°19'12" West, 240.00 feet to the point of beginning containing 3.2136 acres exclusive of the county road right-of-way on the West side thereof.

2. The College shall pay all expenses related to the transfer of said property.

3. The College shall retain and restore the existing building and construct a new building which is compatible with the present structure.

4. Drainage of the site will be installed in conformance with guidelines from the City Engineer and the County Engineer. Two drainage issues are to be carried out as follows:

a. The existing storm sewer line located under the College's proposed building will be relocated and increased in size to 42" diameter around the College property at the College's expense. The City shall pay the cost of installing the 42" line from the College property to the drainage ditch west of Grant Road.

b. Open cutting of the abandoned railroad embankment south of U.S. 30, which will have the effect of lowering the 100-year water surface elevation from 1243.0 to 1238.5 upstream of that location, will be completed as soon as possible with a target date for completion of December 1, 1985. The initial cost, estimated at $36,850, will be paid by the College. The City will reimburse the College for their expenditure in Fiscal Year 1986-87.

5. Parking facilities owned by the City shall be available for overflow needs of the College, and parking facilities of the College shall be available for overflow needs of the adjacent City and High School facilities.
6. The College will move the playground equipment presently located in the area being deeded by the City to a location specified by the City.

7. If the College attempts to dispose of the property, the City shall have a "right of refusal" to purchase the property at a price which shall not include land value.

CITY OF CARROLL, IOWA

Arthur A. Neu, Mayor

Leon P. Oswald, City Clerk

ATTEST:

HELEN M. MINOR, Board Secretary

ATTEST:

JASPER M. RISDAL, Board President

DES MOINES AREA COMMUNITY COLLEGE
DES MOINES AREA COMMUNITY COLLEGE

AFFIRMATIVE ACTION PROGRAM

MAY, 1984

UPDATED APRIL, 1985
Des Moines Area Community College reaffirms its policy to provide equal opportunity employment and advancement of its employees on the basis of merit and fitness without discrimination because of race, color, religion, sex, age or national origin. It is also the policy of Des Moines Area Community College not to discriminate against any employee or applicant for employment of the protected classes. Further, the institution will request all contractors, sub-contractors and suppliers with whom it contracts to provide the institution with an assurance indicating their compliance with federal and state employment discrimination laws. The employment policies, practices and procedures set forth below have been adopted by the college for implementation by all college personnel in fulfilling the college's commitment to non-discrimination and equal opportunity employment.

I. RECRUITMENT  All employing units within the college will take affirmative action to recruit members of protected classes/groups for job vacancies.

In this connection, all suitable openings, which are defined herein as full-time, part-time and temporary positions providing employment will be advertised both externally and internally with the following exception of openings the college purports to fill from within its own work force.

A. Advertising  The applicable employing unit will have the primary responsibility for recommending the extensiveness of its advertising campaign to solicit applicants for job openings in all positions.

All solicitations or advertisement placed by or on behalf of the college will state that all qualified applicants will receive consideration for employment regardless of race, color, religion, sex, age, national origin, handicap, or status as a disabled veteran or veteran of Vietnam Era.

B. Advertising (Internal)  It is recognized that the college has an obligation to comply with its collective bargaining contracts in the areas of promotion, transfer, demotions and staff reductions. This plan in no way is intended to adversely affect the employer's and the employees' ability to comply with their collective bargaining contracts.

C. Advertising (External and Internal)  All job openings for which applications are solicited from individuals not employed by the college on a regular basis will be advertised both externally and internally.
II. EMPLOYMENT  

No applicant or employee will be denied an equal opportunity to any job for which they are qualified, nor be restricted to any certain job classification by the college because of their race, color, religion, sex, age, handicap, national origin or status as a disabled veteran of the Vietnam Era. Distinctions in job assignments will be made on the basis of differences in capabilities among individuals and not upon any other factor which is not a bona fide occupational qualification necessary to the efficient and safe operation of the institution. Where under-representation is determined to exist, steps will be taken to effect a remedy in accordance with this Affirmative Action Plan.

A. Pregnancy, Childbirth and Related Medical Conditions  

No applicant will be denied employment by the college because of pregnancy, childbirth or related medical conditions, where such denial is not justified by business necessity.

B. Nepotism  

The college's Board Policy Number 3021 prohibits the employment of spouses, brothers, sisters, children, parents, grandparents, grandchildren or comparable in-laws or step relationships by employees who would initiate, supervise or participate in personnel actions (including recommendations for employment). The policy will apply to all sexes equally.

C. Sexual Harassment  

The college prohibits sexual harassment. Sexual harassment is defined by the college to include deliberate or repeated unsolicited verbal comments, gestures or physical contact of a sexual nature which is unwelcomed by the recipient and which has an adverse affect on that individual's employment. College officials, managers, deans and supervisors are responsible for taking the appropriate action if they become aware of acts of sexual harassment in units under their supervision where such conduct has the purpose or effect of denying an employment opportunity, granting of an employment benefit, or unreasonably interfering with a worker's performance or creating an intimidating, hostile or offensive work and/or educational environment. A grievance procedure is available to victims of sexual harassment. See Section Three, Policy Statement and Dissemination for the office with which grievances should be filed.

III. CONDITIONS OF EMPLOYMENT  

In the absence of a bona fide occupational qualification, undue hardship or business necessity, the college will make no distinction based upon race, color, religion, sex, age, handicap, national origin, Vietnam Era veteran or disabled veteran status in such conditions of employment as upgrading; demotion in transfer, layoffs, and terminations; rates of pay and other forms of compensations, including fringe benefits; and selection for training.

A. Disability  

Disabilities caused by or contributed to by pregnancy, childbirth or related medical conditions, for all job related purposes, will be treated by the college the same as disabilities caused or contributed to by other medical conditions. This equal treatment applies to such college policies
and procedures as commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges of reinstatement and payment under any health or disability insurance or sick leave plan (as sanctioned by the courts).

B. Accommodations

Reasonable accommodations will be made by the college to the physical and mental limitations of an employee or applicant unless such accommodation would impose an undue hardship on the conduct of the institution's business.

1. In offering employment or promotion to handicapped individuals, the college will not reduce the amount of compensation offered because of any disability income pension or other benefits which the employee or applicant received from any other source.

2. Information obtained in response to inquiries and examinations will be kept confidential and released only to appropriate personnel.

In determining the extent of its accommodations with regard to individuals with physical and mental handicaps and individuals with particular religious practices and observances, the college will consider appropriate factors including, but not limited to business necessity, financial costs and expenses, etc.
I. COMPLIANCE WITH RULES, REGULATIONS AND RELEVANT ORDERS OF THE SECRETARY OF LABOR. The college will comply with all rules, regulations and orders as are issued and adopted in final form relative to the implementation of Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of March 24, 1972 (Public Law No. 92-261), the Age Discrimination Act of 1967 as amended in 1978, Executive Order 11246, Section 503 and 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974. In addition, the college will comply with all rules, regulations and orders as are issued and adopted in Title IX of the Higher Education Act of 1972.

A. Posting of Notice Notices will be posted in conspicuous places available to employees and applicants, in the form prescribed by the Director of OFCCP (Office of Federal Contract Compliance Programs) which states its obligations under the various laws and orders.

B. Notification of Collective Bargaining Units The college will notify each collective bargaining unit or their representative that they are bound by terms of Executive Order 11246, Section 503 and 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, to take affirmative action for members of groups protected by this order and these laws.

C. Update of Affirmative Action Plan The college will review and update its Affirmative Action Plan annually. If there are any significant changes in procedures, rights or benefits as a result of this annual updating, these changes will be communicated to employees and applicants for employment.

D. Submission of Affirmative Action Plan The college will submit its Affirmative Action Plan within thirty (30) days of a request from OFCCP.

E. Affirmative Action Plan Review The full Affirmative Action Program will be made available to any employee or applicant for employment for inspection upon request.

The location and hours during which the program may be obtained are:

Attn: Affirmative Action Officer
Des Moines Area Community College
Building #1 - Administration
2006 S.W. Ankeny Blvd.
Ankeny, Iowa 50021

Office Hours
7:30 - 4:30
Monday - Friday
F. **Preemptions** To the extent that any state or local laws, regulations or ordinances, including those which grant special benefits to persons on account of sex, are in conflict with the requirements or the rules and regulations promulgated by OFCCP, the college will consider such laws, regulations and ordinances preempted by OFCCP.

G. **Record Keeping** The college will maintain for a period of not less than two years, records regarding complaints and actions taken thereunder, and such employment or other records as required by the Department of OFCCP.

H. **Identification** All employees or applicants for employment who believe themselves covered by these acts and orders and who wish to receive consideration under this Affirmative Action Program, may so identify themselves to the Human Resources Department and/or the Affirmative Action Officer for the college at any time.

I. **Retaliation** No person will be harassed by the college or its employees for having opposed what they believe to be or to have been an unlawful practice, or for having participated in any investigation or complaint.
DES MOINES AREA COMMUNITY COLLEGE

AFFIRMATIVE ACTION PROGRAM

SECTION TWO

RESPONSIBILITY FOR PROGRAM IMPLEMENTATION

The undergirding premise of the Des Moines Area Community College's Affirmative Action Program is that the responsibility for its effective implementation rests with each individual employed by the college in any capacity. Assistance to individuals in carrying out this responsibility will be provided by the Affirmative Action Officer. Within the college's organizational structure, this office reports directly to the President and has college-wide jurisdiction for affirmative action.

I. LOCATION AND STAFF

Building #1 - Administration, Ankeny Campus of Des Moines Area Community College; Affirmative Action Officer.

A. Responsibilities

The responsibilities of Affirmative Action will expand beyond the field of employment with the enactment of new federal and state legislation to include other programs and activities which receive federal financial assistance. This expansion, however, will not significantly change the basic responsibilities delegated to this office. The responsibilities and actions taken therefor are as follows:

1. Developing policy statements, affirmative action programs and internal and external techniques for recruitment of applicants.

2. Assisting in the identification of problem areas and the establishment of departmental and divisional goals and objectives.

3. Assisting management in arriving at solutions to problems.

4. Designing and implementing audit and report systems that will measure the effectiveness of the college's affirmative action program, indicate the need for remedial action, and determine the degree to which the college's goals and objectives have been met.

5. Serving as liaison between the college and enforcement agencies.

6. Serving as liaison between the college and organizations concerned with equal opportunity and affirmative action.

7. Holding regular discussions with administrators, deans, managers, supervisors and employees to be certain that the college's policies are being followed with regard to affirmative action.

8. Conducting periodic audits to ensure that posters are properly displayed, that all facilities maintained for the use and benefit of its employees are, in fact, desegregated both in policy
and use, that when separate facilities are provided for both sexes, they are comparable, and that all employees are afforded full opportunity and are encouraged to participate in all college sponsored educational, training, recreational and social activities.

9. Periodic review of all college generated forms, procedures and policies for exclusion of discriminatory language and intent.

10. Keeping the administration informed of the latest developments in the entire equal opportunity area.
I. REAFFIRMATION OF DES MOINES AREA COMMUNITY COLLEGE'S EQUAL OPPORTUNITY POLICY  The policy statement which follows was developed to incorporate changes as a result of new legislation and/or new interpretations of existing legislation and will remain in force until such time as additional substantive modifications are warranted.

POLICY STATEMENT

"Des Moines Area Community College herein reaffirms its commitment to comply with all applicable federal and state civil rights laws, regulations and/or orders.

In keeping with this commitment, the college will ensure that all decisions pertinent to employment, conditions of employment, participation in programs, activities, receipt of services, and the use of facilities shall be rendered without regard to race, color, age, known physical and mental handicaps, national origin, sex, religion or status as a disabled veteran or veteran of the Vietnam Era.

Further, the college will regard any act of sexual harassment which contains a threat or insinuation that failure to submit to sexual favors will adversely affect a person's employment, conditions of employment, academic standing, the receipt of services or other conditions which affect their livelihood, as a violation of college policies subject to appropriate disciplinary action.

This policy applies to all college sponsored programs and activities.

Any person who believes that they have been the recipient of a discriminatory act prohibited by this policy may file a grievance with the College's Affirmative Action Officer, Building #1 - Administration, 2006 S.W. Ankeny Boulevard, Ankeny, Iowa. Retaliation against persons filing complaints for the redress of a grievance, or for assisting in an investigation pursuant to the filing of a complaint, shall be prohibited."

II. DISSEMINATION OF POLICY  College policy statements reaffirming its commitment to equal opportunity and affirmative action receives widespread dissemination both externally and internally.

A. Internal Dissemination  Some of the sources which are used to disseminate such policies internally include:

2. College Bulletin to all faculty and staff.
3. Bulletin boards to contain the college's equal opportunity statement, to be forwarded to all buildings and campuses of the college.

4. Affirmative Action Committee members will have copies of the Affirmative Action Program available for assistance to employees and applicants.

5. College sponsored training will be provided to all administrators, deans, managers, faculty and support staff. Sessions dealing with equal opportunity and affirmative action will be included in the future inservice and training activities of the college.

6. All new employees at the college will be furnished with a copy of the college's affirmative action plan at the time of their orientation to the college.


8. The deans, managers and supervisory staff will receive copies of the college's Affirmative Action Plan in addition to the inservice training.

9. All college personnel will be furnished with a copy of the college's Affirmative Action Plan, along with an orientation as to their responsibilities under the Plan.

10. All screening committees will receive copies of the Affirmative Action Plan during their orientation and prior to their action as a committee.

11. Collective Bargaining agreement language will be presented to the bargaining teams during the 1983-1984 collective bargaining sessions to embrace the college's statement of equal opportunity employment and affirmative action.

12. Other groups and organizations on the college's campuses will have available to them a copy of the Des Moines Area Community College Affirmative Action Plan, whether they be formal or informal in nature.

B. External Dissemination Letters will be sent to agencies indicating that the college has revised its Affirmative Action Plan and that it will be made available upon request. This notice will be made at least annually or when significant changes take place in the plan. Some of the sources which the college has used and will continue to use in the future to disseminate its policy and commitment to equal opportunity and affirmative action are:

1. State Department of Public Instruction
2. Recruiting Sources to include: Iowa Commission on the Status of Women, the Des Moines Chapter of the NAACP, the Governor's Committee on Spanish-speaking Americans, the Willkie House in Des Moines (a black community center), LULAC (A Spanish-speaking organization), and others. New groups are added as their existence becomes known.
3. Job Service of Iowa.
4. The Des Moines Register.
5. The Iowa Civil Rights Commission.
6. The Affirmative Action Register.
7. KUCB FM Radio Station, Des Moines, Iowa.
8. Iowa Commission on Aging.
10. Iowa Commission for the Blind.
11. Iowa Division of Vocational Rehabilitation Education and Services Branch.
12. Vietnam Veterans Center of Des Moines.
13. Other sources used by specific employing units are the Chronicle of Higher Education, professional organizations and other institutions of higher education offering programs in the field for which potential employees are solicited.
14. Other agencies will be used within the Des Moines metro area as appropriate.

The college has not automatically communicated in writing a detailed statement setting forth its commitment to equal opportunity and affirmative action based upon the belief that the captions used on all job vacancy announcements adequately expresses the essence of its intent. However, should anyone wish to receive a copy of this statement, one will be made available upon request.
I. DEVELOPMENT OF JOB GROUPS Since meaningful corrective action requires accurate identification of problem areas, the most critical step of the work force analysis is the development of job groups which highlight rather than obscure instances of concentration, under-representation, and underutilization.

Job titles within existing EEO-6 categories will be analyzed using the Dictionary of Occupational Titles and combined based on similarity of work content. To the extent possible, similarity of pay rates and opportunities for advancement will also be considered. While numerous combinations of positions could be developed, the ultimate decision on the formulation of job classifications will be the correlation of the content with the data base against which the job group would be compared to determine underutilization.

Within the professional faculty, each academic department/campus will be considered separately as a job group, with divisions within the departments and campuses to identify sub-groups of instructional specialty.

Section Five of the Affirmative Action Program attempts to consolidate for easy reference, the necessary information for the meaningful work force analysis.

II. AVAILABILITY ANALYSIS It is noted that 41 CFR 60-2 requires the institution to consider each of the following factors in determining the availability of minorities for each job group:

A. The minority population of the labor area surrounding the facility;
B. The size of the minority unemployment force in the labor area surrounding the facility;
C. The percentage of the minority work force as compared with the total work force in the immediate labor area;
D. The general availability of minorities having requisite skills in the immediate labor area;
E. The availability of minorities having requisite skills in an area in which the contractor can reasonably recruit;
F. The availability of promotable and transferable minorities with the contractor's organization;
G. The existence of training institutions capable of training persons in the requisite skills; and
H. the degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.
In determining whether women are being underutilized in any job group, the following factors must be considered:

A. The size of the female unemployment force in the labor area surrounding the facility;
B. The percentage of the female work force as compared with the total work force in the immediate labor area;
C. The general availability of women having requisite skills in the immediate labor area;
D. The availability of women having requisite skills in an area in which the contractor can reasonably recruit;
E. The availability of women seeking employment in the labor or recruitment area of the contractor;
F. The availability of promotable and transferable female employees within the contractor's organization;
G. The existence of training institutions capable of training persons in the requisite skills; and
H. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to women.

Prior to the selection of appropriate availability data by job group, it was determined that the labor area surrounding the facility could appropriately be defined as the State of Iowa. The immediate labor area was, likewise, defined as the State of Iowa for all job groups in EEO categories 1, 2, and 3 for job groups in categories 4, 6, and 7 consisting of managerial and supervisory functions. For all other job groups, which are located primarily on campus and for which recruitment is primarily local, the immediate labor areas are defined as Polk, Boone, Carroll and surrounding counties respectively.

Recruitment areas will be reviewed by job group both in terms of geographical areas traditionally utilized and also potential areas in identification of recruitment areas by EEO category and job group will be included in the availability analysis.

In determining how each of the eight factors contributes to the final availability estimate, sources by which applicants are traditionally secured, confidence in the statistics both in terms of precision of measurement and in recency of data, and the sources of qualified and qualifiable minorities and women were taken into account. Vacant positions will be offered to the most qualified applicant. However, if in the opinion of the College, two or more applicants possess relatively equal qualifications, and one of the applicants belongs to an under-represented class, hiring preference will be given to that applicant until equilibrium in that job classification is reached.

Thus, where the availability statistic for minorities or women was zero, the weight assigned to the factor was zero. Likewise, where no data sources provide appropriate statistics for factors 6, 7, or 8, population data, labor force data, or occupational work force data are used, depending upon the degree of training and experience necessary to perform job functions denoted by the job group.
III. UTILIZATION ANALYSIS

Federal regulations require periodic analysis of the work force to assess the status of efforts to increase the proportion of minorities and women employed. Specifically, all affirmative action employers are required to conduct a work force analysis to determine the following:

A. Any pattern of job classification and assignment identifiable by sex or minority;
B. Any job classification or any organizational unit where women and minorities are not employed or are underutilized; and
C. Any patterns of difference in rates of pay status, type of appointment, termination, or rate of advancement within job classification or organizational unit which are identifiable by sex or minority group.

Thus, the utilization analysis for each job group consists of comparing the proportion of minority persons and women employed by the institution to the proportion of minority and women available in each job group to determine the extent to which underutilization occurs. Underutilization is defined as having fewer women or minorities in a job group than would reasonably be expected by their availability.

Underutilization is expressed both as a proportion of the work force reflecting the difference between the actual utilization percent and the availability estimate and also as a positive digit reflecting the difference between the number of minorities/women employed and the number that one would expect to be employed by their availability.

IV. GOALS AND TIMETABLES

The Higher Education Guidelines for Executive Order 11246 state the following:

"Goals should be set so as to overcome deficiencies in the utilization of minorities and women within a reasonable time. In many cases this can be accomplished within five years; in others more time or less time will be required."

In all cases, the ultimate utilization goal is identical to availability for the job group. With good faith efforts, it is anticipated the ultimate goals can be achieved in five years. However, realistic interim goals as an initial step in assuring the full utilization of minorities and women must take into account normal staff turn-over and hiring opportunities.

Anticipated vacancies for departments and campuses will be established by the respective dean or manager, and based upon anticipated vacancies. In all job groups, anticipated vacancies are based on turnover during the 1983-84 academic year and assumes that hiring activity in the 1984-85 academic year will not be adversely affected by fiscal constraints. Thus, one year goals reflect the extent of underutilization, availability, and projected hiring opportunities for the 1984-85 year. Goals were not established at this time where numerical underutilization of minorities and women were less than 0.5.
Goals are projected levels of achievement toward which departments and offices will work. These goals and timetables are based on the following assumptions:

A. All minorities and women currently employed are retained:

B. The size of the job group remains relatively constant; and

C. The proportion of qualified minorities and women available for employment remains substantially unchanged over the five year period.

Both the work force and the availability estimates will be reviewed annually to assess the validity of these assumptions. When necessary, goals and timetables will be adjusted to completely eliminate underutilization.

While recognizing the full utilization of minorities and women lies in the future, the college will move nearer to the ultimate goals each year. It is assumed that achieving a numerical minimum will not abridge departmental efforts in Affirmative Action recruitment. The ultimate goal of the college's Affirmative Action Program is to reflect the diversity of the population in a high quality faculty and staff. Expanded recruitment patterns and concerted efforts will increase the opportunities to employ qualified minorities and women, thereby establishing another leadership role for Des Moines Area Community College as an educational institution.

The value of the work force analysis is two-fold. Patterns of differences between minorities and non-minorities or between women and men can be determined within job groups. Likewise, the analysis established the basis upon which the college can assess progress from year to year. As additional minorities and women enter the labor market, timetables may be shortened. Likewise, as additional minorities and women are employed, goals may be eliminated. The ultimate success of Affirmative Action at Des Moines Area Community College is keyed to education and evolution toward the ideals of diversity and equity. As the college continues to internalize the spirit and goals of Affirmative Action throughout its procedures, that success will be more readily achieved.
Criteria for Evaluation of Administrators

I. Management Process

To include but not be limited to the setting and achieving of goals and objectives related to his/her specific job description.

II. Management of Human, Physical and Financial Resources

To include but not be limited to the demonstrated ability to plan, control, organize, lead, make decisions, participate with others in problem-solving, and produce an end product of sufficient quality and quantity.

III. Management Skills

To include but not be limited to demonstration of the following skills or traits: adaptability, creativeness, cooperation, initiative, perseverance, communication, professional judgement, credibility and professional development.

IV. Contribution to Institutional Mission

To include but not be limited to the setting and achieving of goals and objectives related to the overall mission of the College but not included in the employees specific job description.
Criteria for Evaluation of Faculty

I. Knowledge of Subject Matter
To include but not be limited to demonstrated knowledge of content areas to be taught and activities related to keeping current in their field.

II. Effectiveness in Teaching Techniques
To include but not be limited to ability to communicate, documented evidence of established course objectives, the delivery of course content to meet established objectives, and evaluation of student learning and any other appropriate factors.

III. Responsiveness to Student Needs
To include but not be limited to ability to respond to individual student differences, availability to students outside of actual classroom contact, and ability to develop an environment for learning.

IV. Commitment to Professional Growth
To include but not be limited to participation in activities leading to professional growth and participation in organizations for professional development.

V. Contribution through Non-Instructional College Activities
To include but not be limited to serving on committees and special assignments, the submitting of accurate reports and records in a timely manner, supporting recruitment activities, contributions to the development of student leadership, advising students in career planning and placement, and promotional activities for the College.
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 23rd day of April, 1985 at 5:07 p.m., in the Board Room at the College in Ankeny, Iowa. The meeting was called to order and there were present Jasper Risdal, President of the Board, in the chair, and the following named Board Members:

DeVere Bendixen, Susan Clouser, Lloyd Courter, Eldon Leonard, Ted Nemmers, Herbert Ritland, Don Rowen, Douglas Shull

Absent: NONE

Matters were discussed concerning a new jobs training agreement between the College and Greyhound Lines, Inc. and the issuance of New Jobs Training Certificates in order to fund the training program. Following a discussion of the proposal, Board Member L. Courter introduced and caused to be read a resolution entitled "Resolution Authorizing the Issuance of $1,800,000 New Jobs Training Certificates (Greyhound Lines, Inc. Project) and Providing for the Securing of Such Certificates for the Purpose of Carrying Out a New Jobs Training Program"; 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: Bendixen, Clouser, Courter, Leonard, Nemmers, Risdal, Ritland, Rowen, Shull

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 AUTHORIZING THE ISSUANCE OF $1,800,000 NEW JOBS TRAINING CERTIFICATES (GREYHOUND LINES, INC. PROJECT) AND PROVIDING FOR THE SECURING OF SUCH CERTIFICATES FOR THE PURPOSE OF CARRYING OUT A NEW JOBS TRAINING PROGRAM

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the Counties served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 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 Greyhound Lines, Inc. (hereinafter referred to as 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 and the Company have heretofore entered into an Industrial New Jobs Training Agreement (the "Agreement") as authorized by the Act; 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 $1,800,000 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 $1,800,000 New Jobs Training Certificates (Greyhound Lines, Inc. Project) of the College (the "Bonds" or the "Certificates"); and

WHEREAS, the College may adopt a resolution pursuant to the Act and the Agreement, under which a special tax fund is created
(which special fund is hereinafter referred to as the "Standby Tax Fund") in order to assure payment of the principal of and interest on New Jobs Training Certificates issued under authority of the Act, and pursuant to which resolution the Standby Tax Fund may be irrevocably pledged by the College for the payment of principal and interest on such certificates; and

WHEREAS, the College has heretofore published a notice of the proposal to issue the Bonds and the right to appeal the decision of the Board of Directors to issue the Bonds as required by the Act, and the Board is therefore now authorized to proceed with the issuance of the Bonds; and

WHEREAS, it is now necessary and advisable that provisions be made for the issuance of the Bonds in the amount of $1,800,000 pursuant to the provisions of the Act, payable from the income and proceeds of the Revenue Fund, Standby Tax Fund, and revenues and other funds derived from or held in connection with the undertaking and carrying out of the Project;

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" shall mean Chapter 280B of the Code of Iowa, as amended;

(b) "Agreement" shall mean the Industrial New Jobs Training Agreement entered into between the College and the Company;

(c) "Board" shall mean the Board of Directors of the College, or its successor in function with respect to the operation and control of the Project;

(d) "Bonds" or "Certificates" shall mean the $1,800,000 Des Moines Area Community College New Jobs Training Certificates (Greyhound Lines, Inc., Project), authorized to be issued by this Resolution;

(e) "College" or "Issuer" shall mean Des Moines Area Community College, Ankeny, Iowa;

(f) "Company" shall mean Greyhound Lines, Inc., and any successors and assigns;
(g) "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve month period adopted by the Board or by law as the official accounting period of the Project;

(h) "Incremental Property Taxes" means the incremental property taxes levied on the Company's business property where new jobs are created as a result of the Project, and divided in the same manner as provided in Section 403.19, subsections 1 and 2 of the Code of Iowa, as amended, which taxes shall be paid into the Revenue Fund in accordance with the Act and the Agreement;

(i) "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State;

(j) "Net Revenues" shall mean funds provided by the New Jobs Credit From Withholding and funds provided by the Incremental Property Taxes as provided by the Act and the Agreement;

(k) "New Jobs Credit From Withholding" means the new jobs credit from withholding to be derived from new employment and paid to the College in connection with the Project for deposit in the Revenue Fund pursuant to the Act and the Agreement;

(l) "Original Purchaser" shall mean the purchaser or purchasers of the Bonds from the College at the time of their original issuance;

(m) "Parity Bonds" shall mean New Jobs Training Certificates payable solely from the Net Revenues of the Project on an equal basis with the Bonds herein authorized to be issued;

(n) "Paying Agent" shall mean Norwest Bank Des Moines, N.A., or such successor as may be approved by the College as prescribed herein and who shall carry out the duties prescribed herein as the College's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due;

(o) "President" shall mean the President of the Board or such other officer of a successor governing body as shall be charged with substantially the same duties and responsibilities;

(p) "Project" shall mean the training arrangement and new jobs training program which is the subject of the Agreement;
(q) "Registrar" shall be Norwest Bank Des Moines, N.A. of Des Moines, Iowa or such successor as may be approved by the College as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a registrar of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds;

(r) "Revenue Fund" shall mean the fund created under Section 3 of this Resolution into which the Net Revenues shall be deposited;

(s) "Secretary" shall mean the Secretary of the Board or such other officer of a successor governing body as shall be charged with substantially the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder;

(t) "Standby Tax" shall mean the tax levied under Section 6 of this Resolution in accordance with the Act;

(u) "Standby Tax Fund" shall mean the fund created under Section 4 of this Resolution and authorized by Section 280B.6(4) of the Code of Iowa, as amended;

(v) "Treasurer" shall mean the College Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Authorization and Purpose. There are hereby authorized to be issued pursuant to the Act and in compliance with the laws and Constitution of the State, New Jobs Training Certificates (Greyhound Lines, Inc. Project) of the College each to be designated as a "New Jobs Training Certificate", in the aggregate amount of $1,800,000 for the purpose of carrying out the Project in accordance with the Act and the Agreement.

Section 3. Creation of Revenue Fund. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Revenue Fund, Greyhound Lines, Inc. Project", for the receipt of the Net Revenues. Amounts in the Revenue Fund shall be used to pay the principal of and interest on the Bonds as the same shall become due, or, in the case of a prepayment of principal, at the direction of the Board.

Section 4. Creation of the Standby Tax Fund. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Standby Tax Fund, Greyhound Lines, Inc. Project", for the receipt of taxes
levied in connection with the Project and as provided in Section 6 of this Resolution upon all taxable property in the Merged Area. Revenues from this fund shall be expended only for the payment of principal and interest on the Bonds when the Net Revenues are insufficient to meet the principal and interest payments on the Bonds in any year. If payments are necessary and made from the Standby Tax Fund, the amount of the payments shall be promptly repaid into the Standby Tax Fund from the first available Net Revenues which are not required for the payment of principal of or interest on Bonds when due. No reserves may be built up in the Standby Tax Fund in anticipation of a projected default.

Section 5. Source of Payment. As provided and required by the Act and the Agreement, the Bonds and interest thereon shall be payable solely from the Net Revenues and the Standby Tax.

The College hereby pledges to the payment of the Bonds the Net Revenues, including any earnings thereon and any other amounts in the Revenue Fund, and the Standby Tax and all amounts in the Standby Tax Fund to the extent necessary to pay the principal and interest on the Bonds as the same becomes due.


(a) Levy of Standby Tax. For the purpose of further securing and providing funds to pay the principal of and interest on the Bonds, there is hereby levied and appropriated to the Standby Tax Fund a direct annual tax on all of the taxable property in the Merged Area for each of the years in which any of the Bonds are outstanding sufficient to pay the interest on the Bonds as it becomes due and also to pay and discharge the principal thereof as it matures, and pursuant thereto, but not in limitation thereof, there is hereby ordered levied upon all the taxable property within the Merged Area a direct annual tax in the following amounts.

<table>
<thead>
<tr>
<th>Fiscal Year of Levy*</th>
<th>Amount</th>
<th>Fiscal Year of Collection*</th>
</tr>
</thead>
</table>

*July 1 through June 30
The Board may adjust the Standby Tax levy for each year whenever funds on hand from any source, including the Revenue Fund, are sufficient to pay the principal and interest due on the Bonds in that year.

(b) Resolution to be Filed with County Auditor. A certified copy of this Resolution shall be filed with the County Auditor of each County contained within the Merged Area, and said Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid shall be collected in like manner as other taxes of the Merged Area are collected, and when collected be deposited in the Standby Tax Fund established by the College under Section 4 of this Resolution and used for the purpose of paying the principal of and interest on the Bonds.

Section 7. Bond Details, Execution and Redemption.

(a) Bond Details. The Bonds shall be dated April 1, 1985 and bear interest from the date thereof, until payment thereof, at the principal office of Norwest Bank Des Moines, N.A., Paying Agent, said interest being payable on December 1, 1985 and semi-annually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the facsimile signature of the President and attested by the facsimile signature of the Secretary and shall be fully registered as to both principal and interest and shall be payable at the office of the Paying Agent. The Bonds shall be in the denomination of $5,000 each or any integral multiple thereof. The Bonds shall mature and bear interest as follows:

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Principal Amount</th>
<th>Maturity (June 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.70%</td>
<td>$200,000</td>
<td>1988</td>
</tr>
<tr>
<td>7.00</td>
<td>225,000</td>
<td>1989</td>
</tr>
<tr>
<td>7 3/8</td>
<td>225,000</td>
<td>1990</td>
</tr>
<tr>
<td>7.60</td>
<td>250,000</td>
<td>1991</td>
</tr>
<tr>
<td>8.00</td>
<td>275,000</td>
<td>1992</td>
</tr>
<tr>
<td>8.20</td>
<td>300,000</td>
<td>1993</td>
</tr>
<tr>
<td>8.20</td>
<td>325,000</td>
<td>1994</td>
</tr>
</tbody>
</table>

(b) Redemption. The Bonds maturing on or after June 1, 1992 are subject to redemption prior to maturity in whole or in part from time to time, in numerical order, on June 1, 1991 or any interest payment date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call.
Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Bonds may be transferred only by making of an entry upon the books kept for the registration and transfer or ownership of the Bonds, and in no other way. Norwest Bank Des Moines, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the College. The Registrar shall maintain the books of the College for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Bonds and in this resolution.

(b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the principal office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such
payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the College; provided that if the College shall so direct, the Registrar shall forward the cancelled Bonds to the College.

(f) Non-Presentment of Bonds. In the event any payment check representing payment of interest on the Bonds is returned to the Paying Agent or a Board is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the College to the owner thereof for such interest or for the payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or principal on Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the College, whereupon any claim under this Resolution by the holder of such Bonds of whatever nature shall be made upon the College.

(g) Registration and Transfer Fees. The Registrar shall furnish to each owner, at the College's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests and pays to the Registrar the cost of issuance thereof determined to be two dollars per additional Bond.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the College shall at the request of the Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for each mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon
filing with the Registrar evidence satisfactory to the Registrar and College that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and College with satisfactory indemnity and complying with such other reasonable regulations as the College may prescribe and paying such expenses as the College may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the College in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this resolution, the President and Secretary shall execute and deliver the Bonds to Norwest Bank Des Moines, N.A. who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a certificate herein set forth. Such certificate upon any Bond executed on behalf of the College shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of the College authorizing the issuance of the Bonds;

2. A written order of College signed by the Treasurer directing the authentication and delivery of the Bonds to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein; and

3. The approving opinion of Davis, Hockenberg, Wine, Brown & Koehn, Bond Counsel, concerning the validity and legality of all the Bonds proposed be issued.

Section 12. Bond Form. The Bonds shall be printed in substantial compliance with standards proposed by the American Standards Institute. The form and content of the Bonds shall be substantially as follows:
Certificate No. _____________ Principal Amount $________

STATE OF IOWA

DES MOINES AREA COMMUNITY COLLEGE

NEW JOBS TRAINING CERTIFICATE

(Greyhound Lines, Inc. Project)

Rate Maturity Bond Date Cusip No.

April 1, 1985

The Des Moines Area Community College in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the "College"), for value received, promises to pay from the sources and as hereinafter provided, on the maturity date indicated above, to

or registered assigns, the principal sum of (principal amount written out) Thousand Dollars in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the principal office of Norwest Bank Des Moines, N.A., Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 1985, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the certificate as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding such interest payment date.

This certificate is issued pursuant to the provisions of Chapter 280B of the Code of Iowa, as amended, for the purpose of paying costs of a new jobs training program which is the subject
of and is in conformity with a certain Industrial New Jobs Training Agreement between the College and Greyhound Lines, Inc., the terms of which are incorporated herein by reference and payable from the proceeds of the Revenue Fund and the Standby Tax Fund as provided in a Resolution of the Board of Directors of the College duly passed and approved.

For a more complete statement for the basis upon which this Bond has been issued and additional bond ranking on a parity therewith may be issued, a description of the source of payment of all such certificates and a statement of the rights and duties of the College, the rights of the holders of Bonds and the circumstances under which the provisions of the Bonds and said resolution may be modified, reference is made to said resolution of which notice is hereby given and is hereby made a part hereof.

Notice hereunder may be given by registered mail to the owner of record of the Bond at the address shown on the books of the Registrar and shall be deemed complete upon mailing.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Norwest Bank Des Moines, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the principal office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in such form as shall be satisfactory to the Registrar. The College reserves the right to substitute the Registrar and Paying Agent but shall, however, give 60 days' notice to registered Bond holders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that this Bond and the series of which it forms a part, other outstanding Bond or obligations ranking on a parity therewith, and any additional Bond which may be hereafter issued and outstanding from time to time on a parity with the Bonds, as provided in the Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Revenue Fund for the Project as provided in said Resolution and the Standby Tax Fund authorized
in the Act; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the College for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the College are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the College including this Bond, does not exceed the constitutional or statutory limitations.

Bonds of this issue maturing on or after June 1, 1992, are subject to call for redemption in whole or in part in numerical order on June 1, 1991, or any interest payment date thereafter at their par value plus accrued interest to the date fixed for redemption. The right of redemption shall be exercised by notice, specifying by number the Bonds (or portions thereof) to be called, to be mailed by certified mail to the registered holder of each of the Bonds at the address shown on the registration books of the Bond Registrar not less than thirty (30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds so called shall cease, and the amount due shall be set aside for payment when presented.

IN TESTIMONY WHEREOF, the College by its Board of Directors, has caused this certificate to be signed by the facsimile signature of the President of its Board of Directors and attested by the facsimile signature of the Secretary of its Board of Directors, and to be authenticated by the manual signature of an officer of the Registrar.

Dated: _____________________________
This is one of the certificates described in the within mentioned resolution.

Norwest Bank Des Moines, N.A., Registrar and Paying Agent

By_________________________ Authorized Officer

DES MOINES AREA COMMUNITY COLLEGE
By: (President's facsimile signature)
President of the Board of Directors of the Des Moines Area Community College

Attest: (Secretary's facsimile signature)
Secretary of the Board of Directors of the Des Moines Area Community College
It is certified that the following is a correct and complete copy of the opinion of bond counsel issued as of the date of delivery of the issue of which this Bond is a part.

(Secretary's facsimile signature)
Secretary of the Board of Directors of the Des Moines Area Community College

[Insert Opinion of Bond Counsel]
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _______________________ the within Bond and does hereby irrevocably constitute and appoint ____________________ Registrar, attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

The undersigned hereby authorizes ______________________ to transfer this Bond on the books kept for registration of the within Bond, with full power of substitution in the premises and to deliver said Bond to said transferee.

Dated ____________________.

(Signature of registered owner(s))

(Persons(s) executing this Assignment sign(s) here)

SIGNATURE )
GUARANTEED) ______________________________________________________

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee should be made by a member or member organization of the New York Stock Exchange, members of other Exchanges having signatures on file with transfer agents or by a commercial bank or trust company.
INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

<table>
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<tr>
<th>Name of Transferee(s)</th>
<th>Address of Transferee(s)</th>
<th>Social Security or Tax Identification Number of Transferee(s)</th>
<th>Transferee is a(n):</th>
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<td>Trust</td>
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*If the certificate is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

- UNIF GIFT MIN ACT - .........Custodian.............
  (Cust) (Minors)
  under Uniform Gifts to Minors Act........................
  (State)
Section 13. Right to Name Substitute Paying Agent or Registrar. The College reserves the right to name a substitute or successor Registrar or Paying Agent upon giving 60 days' written notice to each registered Bondholder.

Section 14. Contract Between College and Purchaser. This Resolution constitutes a contract between the College and the purchaser or purchasers of the Bonds.

Section 15. Non-Arbitrage Covenants. The College reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds which will cause any of the Bonds to be classified as arbitrage Bonds within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, and that throughout the term of the Bonds it will comply with all requirements of said statute and any regulations issued thereunder.

To the best knowledge and belief of the College, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage Bonds. The Treasurer is hereby directed to deliver a certificate at the time of issuance of the Bonds to certify as to the reasonable expectation of the College at that date.

The College covenants that it will treat as restricted yield investments any funds in the Revenue Fund for payment of Bonds in excess of 13/12ths of the annual principal and interest requirements of the then current year.

"Restricted yield investments" are funds or investments which the College covenants not to invest at a yield materially higher than the yield on the Bonds as defined in the regulations issued under authority of Section 103(c) of the Internal Revenue Code of 1954, as amended.

The College covenants that it will exceed any investment yield restriction provided in this resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Bonds to be classed as arbitrage bonds under Section 103(c) of the Internal Revenue Code of 1954, as amended, or regulations issued thereunder.

The College covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purposes set forth in this Resolution.

Section 16. Covenants Regarding the Operation of the Project. The College hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds:
(a) Maintenance in Force. That the College will maintain the Project in force and will annually cause the taxes and other revenues thereof to be levied and applied as provided in this Resolution.

(b) Accounting and Audits. That the College will cause to be kept proper books and accounts adapted to the Project and in accordance with generally accepted accounting practices, and will cause the books and accounts to be audited annually not later than 90 days after the end of each fiscal year by an Independent Auditor and will make generally available to the holders of any of the Bonds and Parity Bonds, the balance sheet and the operating statement of the Project as certified by such auditor. The holders of any of the Bonds and Parity Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the College relating to the Project. The audit reports required by this Section shall include, but not be limited to, the following information:

(i) An evaluation of the manner in which the College has complied with the covenants of this Resolution;

(ii) A statement of tax fund revenues and current expenditures;

(iii) Analyses of each fund and account created hereunder, including deposits, withdrawals and beginning and ending balances;

(iv) The tax rates in effect during the fiscal year, and the use of the Project;

(v) The names and titles of the principal officers of the College; and

(vi) A general statement covering any events or circumstances which might affect the financial status of the Project and the Bonds.

In the event the audit provided for in this Section is prepared by the State Auditor the Board will cause to be prepared a certified supplemental report containing the information required by this Section.

(c) State Laws. That the College will faithfully and punctually perform all duties with reference to the Project required by the Constitution and laws of the State, and will segregate the revenues of the Project and apply said revenues to the funds specified in this Resolution.
Section 17. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State, and of the United States of America, for the enforcement of payment of their Bonds, and of the pledge of the revenues made hereunder, and of all covenants of the College hereunder.

Section 18. Prior Lien and Parity Bonds. The College may borrow additional money, enter into and amend further agreements and issue additional bonds which are at the time of their issuance on a parity and equality of rank with the Bonds with respect to the lien and claim of such additional bonds to the Net Revenues and Standby Tax and all sums on deposit from time to time in the Revenue Fund and Standby Tax Fund provided that the aggregate of the amount payable under all of such agreements does not exceed the appropriations into said funds.

Section 19. Discharge and Satisfaction of Certificate. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

(a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Board for the payment of said obligations and irrevocably appropriating exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and yield of which shall be sufficient to retire at maturity or by redemption prior to maturity on any designated date upon which said obligations may be redeemed, all of the Bonds and Parity Bonds outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the College with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of money or securities so deposited.
Section 20. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the College and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 21. Modification of Resolution. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Bonds at any time outstanding (not including in any case any Bonds which may then be held or owned by or for the account of the College, but including such Refunding Bonds as may have been issued for the purpose of refunding any of such Bonds if such Refunding Bonds shall not then be owned by the College); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal or interest on the Bonds or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders of less than all of the Bonds and Parity Bonds then outstanding; and

(c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to effect a further amendment.

Whenever the College shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be published one time in a newspaper having general circulation in the State of Iowa, or a financial newspaper or journal published in Chicago, Illinois. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Whenever at any time within one year from the date of the publication of said notice there shall be filed with the Secretary an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution
described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the governing body of the College may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Bonds and Parity Bonds.

Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable and shall be conclusive and binding upon all future holders of the same Bond.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgements of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Bonds described in such certificate.

Section 22. Severability. It is hereby declared that the sections, clauses, sentences and parts of this Resolution are severable, and are not matters of mutually essential inducement, it being the intention of the College to comply in all respects with the Constitution and statutes of the State of Iowa, and if any one or more sections, clauses, sentences or parts of this Resolution shall for any reason be questioned in any court or shall be judged unconstitutional or invalid, such judgment shall not impair or invalidate the remaining provisions of this Resolution, and shall be confined in its operation to the specific provision or provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause, sentence or part of this Resolution in any one or more instances shall not be taken to affect or prejudice its applicability or validity in any other instance.

Section 23. Further Action. 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 24. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of
this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 23rd day of April, 1985.

JASPER RISDAL
President of the Board of Directors

ATTEST:

HELEN M. MINOR
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 April 23, 1985, 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 23rd day of April, 1985.

[Signature]
Secretary of the Board of Directors of the Des Moines Area Community College

D.42/139-157
CERTIFICATE REGISTRAR AND PAYING AGENT AGREEMENT

This Agreement, made and entered into as of the 29th day of April, 1985, by and between Des Moines Area Community College (the "College") and Norwest Bank Des Moines, National Association (the "Bank").

WITNESSETH:

WHEREAS, the College is undertaking to issue its New Jobs Training Certificates (Greyhound Lines, Inc. Project) dated as of April 1, 1985, in the aggregate principal amount of $1,800,000 (the "Certificates"); and

WHEREAS, in connection with the issuance of the Certificates, the College wishes to retain the services of a Certificate Registrar and Paying Agent; and

WHEREAS, the Bank wishes to provide the certificate registration and paying agent services which the College requires in connection with the issuance of the Certificates; and

WHEREAS, the College has selected the Bank to act as Certificate Registrar and Paying Agent based upon the services offered by the Bank and the fees agreed upon by the Bank as hereinafter described;

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. The College hereby retains the Bank to provide the following services:

(a) To establish a Certificate Register and support records.

(b) To imprint names on the Certificates and to record and authenticate the Certificates.

(c) To maintain the Certificate Register and an inventory of unissued Certificates.

(d) To receive and record changes of address.

(e) To transfer ownership of Certificates.

(f) To send reminder notices to the College, at least 15 days prior to each due date, of the amount of principal and/or interest due.

(g) To issue and mail interest checks on due dates.
(h) To issue Form 1099 Interest Forms, with originals sent to the State of Iowa and copies sent to each registered Certificateholder (enclosed with the last semiannual interest payment of the year).

(i) To notify the holders of called Certificates.

(j) To destroy cancelled Certificates and provide Destruction Certificates to the College.

(k) To correspond with registered Certificateholders regarding transfer requirements or general inquiries.

Section 2. The Bank is hereby authorized to and shall make payments of principal and interest on the Certificates to the registered holders of the Certificates in the following manner:

(a) At least one business day prior to each payment date, the College shall deposit with the Bank in immediately available funds such amount as is required to make payments of principal and/or interest on the Certificates.

(b) One business day before each payment date the Bank shall pay interest payments on the Certificates outstanding and, upon presentation and surrender of any matured or called Certificates, shall pay principal to each registered owner of the Certificates as of the record date (as hereinafter defined) by mailing a check to each such owner. In any case where the date of maturity of interest on or principal of the Certificates or the date fixed for redemption of any Certificate shall be a Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption. Provided, however, that payment of principal shall not be made later than the second day after receipt of a matured or redeemed Certificate.

(c) When the Bank shall receive notice from the College of its option to redeem Certificates prior to maturity, the Bank shall select the Certificates to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Certificates and the Resolution authorizing their issuance.
Section 3. For purposes of determining the registered owners of the Certificates, the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest on the Certificates is payable to the registered owners of the Certificates, whether such payment is due to optional redemption or for any other reason.

Section 4. The Bank agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

Section 5. The Bank will promptly cancel and destroy all Certificates surrendered to it upon payment of the principal of, premium, if any, and interest owing on such Certificates and will supply the College with Destruction Certificates with respect thereto.

Section 6. In the event any payment check representing payment of principal of or interest on any Certificate is returned to the Bank or is not presented for payment, or if any Certificate is not presented for payment of principal or premium at the maturity or redemption date thereof, and if funds sufficient to pay such principal and interest on the Certificate shall have been made available to the Bank for the benefit of the owner thereof, all liability of the College to the owner thereof for payment of such Certificate shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owner of such Certificate, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under the Resolution or on, or with respect to, such Certificate. The Bank's obligation to hold such funds shall continue for a period equal to six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, after which time the Bank shall surrender any remaining funds so held to the College, whereupon any claim under the Resolution by the owners of such Certificates of whatever nature shall be made upon the College.

Section 7. The records of the Bank shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rulemaking Board of the United States, any other securities industries standard, the requirements of Section 103 of the Internal Revenue Code of 1954, as amended, and Chapter 76 of the Code of Iowa, 1985, as amended.

Section 8. The Bank's records in connection with the Certificates shall remain confidential records entitled to protection and confidentiality pursuant to Chapter 22 of the Code of
Iowa, 1985, as amended. The Bank agrees that its use of the records will be limited to the purposes of this Agreement and that it will make no private use or permit any private access thereto.

Section 9. The Bank shall comply at all times with such rules, regulations and requirements as may govern the registration, transfer and payment of registered certificates including, without limitation, Chapters 76 and 554 of the Code of Iowa, as amended, standards issued from time to time by the Municipal Securities Rulemaking Board of the United States, any other securities industries standard, and the requirements of Section 103 of the Internal Revenue Code of 1954, as amended.

Section 10. The College or its duly authorized agents may examine all records relating to the Certificates at the principal office of the Bank at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the College or the Bank. The Bank, on request, will furnish the College with a list of the names, addresses, and other information concerning the owners of the Certificates.

Section 11. The College agrees to pay the Bank fees for its services hereunder in accordance with Schedule A attached hereto.

No fees shall become due or be paid until completion of the sale of the Certificates, and all decisions with respect to the sale of the Certificates shall be in the discretion of the College. In the event that the College elects not to sell the Certificates because of unfavorable rates or other market conditions or otherwise, no fee shall be payable, if the Bank is advised of such decision before an account has been opened and before any ownership records have been established.

Section 12. This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. Upon termination of the Agreement, the Bank shall deliver to the College any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by the College.

Section 13. The Bank agrees to act on behalf of the College pursuant to the terms of this Agreement and pursuant to the Resolution authorizing and providing for the issuance of the Certificates. Said Resolution and the terms thereof are hereby incorporated herein by reference and the provisions of this Agreement are to be construed to be consistent with said Resolution.
IN WITNESS WHEREOF, the College has caused this Agreement to be executed in its name by the President of its Board of Directors and attested by the Secretary of its Board of Directors. The Bank has executed this Agreement by the signature of its authorized officers.

DES MOINES AREA COMMUNITY COLLEGE

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors

NORWEST BANK DES MOINES, NATIONAL ASSOCIATION

[Signature]
Lois M. Olsan, Sr. Trust Officer

Attest:

[Signature]
(Seal)

D.45/111-115
REGISTRAR AND PAYING AGENT FOR REGISTERED MUNICIPAL BOND ISSUES

SERVICES AND FEES (for Issues up to Five Million Dollars)

INITIAL:
Establish account, review Agreement and all documents (including proof of bond certificate) and scheduling requirements, communication with all parties, including bond counsel, financial consultant, dealers and depositaries.

Establish Bond Register and supporting records. (Important: computerized system has built-in security checks, with backup files maintained).

Imprint names on bond certificates, and authenticate.

Re-register to names of Dealers' customers.

Deliver bond certificates to Closing and to Dealers after re-registering.

$300.00 plus $1.50 per certificate issued
Postage or other delivery charges: At cost

ANNUAL:
Maintain Bond Register and maintain inventory of unissued certificates.

Receive and record changes of address.

Transfer ownership of certificates:
Examine and approve signatures and supporting documents.
Cancel old certificate and issue and authenticate new certificate.
On Bond Register, cancel old and establish new holder records.
Mail new certificate(s).

Send reminder notices to Issuer, 15 to 30 days prior to each due date, of amount of principal and/or interest due.

Issue and mail interest checks on due date, and principal checks upon receipt of maturing bond certificate.

Issue 1094 interest forms, with originals to state government and copy for each holder enclosed with last semi-annual interest payment of year.

Destroy cancelled certificates and provide Destruction Certificate to Issuer.

Correspond with holders regarding transfer requirements or general inquiries.

$500.00 annually (and minimum) - covers up to 25 holders
in excess of 25 holders,
at $6.00 each
(billed semi-annually, due each interest payment date, and subject to periodic review)

(Please note: To help municipality in budgeting, we have made these total annual fees, with no extra charges for postage or other out-of-pocket supply expense [subject to postage rate increase]).
April 12, 1985

MEMO TO: Board Secretary

FROM: Irv Steinberg


Cash flow for the month of March was adequate to allow expenses to be covered without using borrowed funds. Second half year property taxes should be partially received in April which should enhance cash flow; however, 3rd quarter State General Aid is needed to prevent the use of borrowed funds.

A review of the General Fund (Funds 1 and 2 combined) board approved budget as compared to the current working budget indicated that it should not be necessary to amend these budgets. Several Cost Centers within Fund 2 have budget amounts in excess of estimated actual expenses, which will compensate for other Cost Centers which required budget revisions upward. Amounts were initially included in the approved budget for projects that did not get started until late in the year such as the HF623 Greyhound project, so that an amount greater than required this fiscal year is so included.

Interest rate on short term investments have continued to stay close to the low point it dropped last month, approximating between 8% and 8.25% for up to 180 days.
CASHPOS
DISK #1

DES MOINES AREA COMMUNITY COLLEGE
CASH POSITION REPORT

March 31, 1985

<table>
<thead>
<tr>
<th>COMBINED FUND</th>
<th>PLANT FUND</th>
<th>VOTED TAX SF</th>
<th>DMACC TRUST</th>
<th>HF 623 JOB TNG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Fwd Mar 1, '85</td>
<td>$17,325</td>
<td>$45,698</td>
<td>$30,478</td>
<td></td>
</tr>
<tr>
<td>PLUS: Feb Receipts</td>
<td>2,649,287</td>
<td>583,531</td>
<td>130,922</td>
<td></td>
</tr>
<tr>
<td>LESS: Mar Disbursements</td>
<td>2,605,666</td>
<td>624,174</td>
<td>115,330</td>
<td></td>
</tr>
<tr>
<td>Cash Balance 3-31-85</td>
<td>$60,946</td>
<td>$5,055</td>
<td>$46,070</td>
<td></td>
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</table>

INVESTMENTS

<table>
<thead>
<tr>
<th>Savings Accounts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ankeny State Bank</td>
</tr>
<tr>
<td>Bankers Trust</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certificates of Deposit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Fd at BT</td>
</tr>
<tr>
<td>Gen Fd at ASB</td>
</tr>
<tr>
<td>Gen Fd at BT</td>
</tr>
<tr>
<td>Early Retirement SF</td>
</tr>
<tr>
<td>Loan Fd at ASB</td>
</tr>
<tr>
<td>Alumni at ASB</td>
</tr>
<tr>
<td>DMACC Trust at ASB</td>
</tr>
<tr>
<td>Boone Athl at HSL</td>
</tr>
<tr>
<td>Arch Drafting Club</td>
</tr>
</tbody>
</table>

| Total Cash/Investments | $4,582,344 | $1,263,055 | $1,371,698 | $203,029 | $258,526 |

Footnotes:

1. HF623 account balance includes $30,144 Firestone, $10,062 for Equitable Life and $218,320 for Distinctive Packaging projects.

2. CD's shown above for Early Retirement represents Sinking Fund established for employees who elected the Early Retirement option.

3. General Fund CD's include monies on hand from Anticipatory Warrant issued 7-2-84 to Bankers Trust of $4,263,000.

4. Final interest and principal payment of $1,754,400 on the 3 year Plant Fund loan will be made 7-1-85.
<table>
<thead>
<tr>
<th>COUNTY</th>
<th>VALUATION FY1985-86</th>
<th>VALUATION FY1984-85</th>
<th>VAL INCRE %</th>
<th>FY1985-86 TAX LEVY 8.2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADAMS</td>
<td>105,525,572</td>
<td>101,621,365</td>
<td>3,904,207</td>
<td>3.64</td>
</tr>
<tr>
<td>AUDUBON</td>
<td>279,305,296</td>
<td>267,171,013</td>
<td>12,134,283</td>
<td>4.54</td>
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<tr>
<td>BOONE</td>
<td>657,445,485</td>
<td>626,006,028</td>
<td>31,439,457</td>
<td>5.02</td>
</tr>
<tr>
<td>CARROLL</td>
<td>603,115,607</td>
<td>581,431,394</td>
<td>21,684,213</td>
<td>3.73</td>
</tr>
<tr>
<td>CASS</td>
<td>184,565</td>
<td>177,160</td>
<td>7,405</td>
<td>4.18</td>
</tr>
<tr>
<td>CLARKE</td>
<td>6,533,911</td>
<td>8,356,677</td>
<td>177,234</td>
<td>2.12</td>
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<tr>
<td>CRAWFORD</td>
<td>17,681,956</td>
<td>17,180,971</td>
<td>500,985</td>
<td>2.92</td>
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<td>DALLAS</td>
<td>825,237,026</td>
<td>785,130,937</td>
<td>40,106,089</td>
<td>5.11</td>
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<tr>
<td>GREENE</td>
<td>36,476,849</td>
<td>35,033,433</td>
<td>1,443,416</td>
<td>4.12</td>
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<tr>
<td>GUTHRIE</td>
<td>387,920,462</td>
<td>368,103,700</td>
<td>19,816,762</td>
<td>5.38</td>
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<tr>
<td>HAMILTON</td>
<td>10,979,943</td>
<td>10,594,329</td>
<td>385,614</td>
<td>3.64</td>
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<tr>
<td>HARDIN</td>
<td>5,029,658</td>
<td>4,806,488</td>
<td>223,170</td>
<td>4.64</td>
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<tr>
<td>JASPER</td>
<td>796,954,170</td>
<td>764,875,542</td>
<td>32,078,626</td>
<td>4.19</td>
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<tr>
<td>LUCAS</td>
<td>3,834,412</td>
<td>3,677,017</td>
<td>157,395</td>
<td>4.28</td>
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<tr>
<td>MADISON</td>
<td>327,909,146</td>
<td>314,177,887</td>
<td>13,731,259</td>
<td>4.37</td>
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<tr>
<td>MARSHALL</td>
<td>10,718,873</td>
<td>10,253,444</td>
<td>465,429</td>
<td>4.54</td>
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<tr>
<td>POLK</td>
<td>6,266,253,102</td>
<td>5,934,075,685</td>
<td>332,177,237</td>
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<tr>
<td>PONCEHEK</td>
<td>58,461,344</td>
<td>55,047,145</td>
<td>37,909,909</td>
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<tr>
<td>SHELBY</td>
<td>3,489,130</td>
<td>3,362,226</td>
<td>126,904</td>
<td>3.77</td>
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<tr>
<td>STORY</td>
<td>1,377,810,415</td>
<td>1,315,475,080</td>
<td>62,335,335</td>
<td>4.74</td>
</tr>
<tr>
<td>WARREN</td>
<td>664,485,049</td>
<td>623,317,088</td>
<td>41,167,961</td>
<td>6.60</td>
</tr>
</tbody>
</table>

**TOTALS** 13,061,117,310 12,405,520,910 655,596,400 5.28 2,644,876

Data provided by
State Comptroller's Office
April 15, 1985
DMACC BUDGET STATUS MARCH 31, 1985
(FUNDS 1 AND 2)
DMACC BUDGET STATUS MARCH 31, 1985
(Funds 3, 4, 5, 6, 7)

NOTE: Plant Fund approved expenditures excludes $1,700,000 principle payment on 3 year loan and includes an increase of $1,027,000 Board approved 3-8-85.