Board of Directors Meeting Minutes (January 12, 1981)

DMACC

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The regular meeting of the Des Moines Area Community College Board of Directors was held at the Ankeny Campus in Building 2, Room 15, on 12 January 1981. The meeting was called to order by Board President Eldon Leonard at 5:30 p.m.

Members Present:
- Ray Clark
- Eldon Leonard
- Jasper Risdal
- Georganne Garst
- Ted Nemmers
- Don Rowen
- Murray Goodman
- Herbert Ritland
- Walter A. Stover, Jr.

Others Present:
- Paul Lowery, Superintendent
- Various other DMACC staff
- Charles Wright, Board Secretary
- and interested residents

It was moved by J. Risdal, seconded by R. Clark, that the section of the personnel report requiring action on CETA (CIRALG) employees' contracts be moved to a point on the agenda following consideration of the CETA (CIRALG) contract and that the remainder of the tentative agenda be approved as published.

The motion was passed unanimously.

Ms. Jhennicea Smith, Miss Wheelchair Iowa, addressed the Board regarding the needs of handicapped persons.

It was moved by D. Rowen, seconded by H. Ritland, that the minutes of the regular meeting of 15 December 1980 and the special meeting of 29 December 1980 be approved.

The motion was passed unanimously.

It was moved by W. Stover, seconded by J. Risdal, that the college continue to study the feasibility of implementing a project on the vocational education of handicapped persons in conjunction with the Heartland Area Education Association.

The motion was passed on roll call vote with votes recorded as follows:

YEAS:
- R. Clark
- E. Leonard
- D. Rowen
- G. Garst
- T. Nemmers
- W. Stover
- M. Goodman
- J. Risdal
- H. Ritland
It was moved by D. Rowen, seconded by R. Clark, that the Board support James Tatum for the position of Assistant Secretary for Vocational and Adult Education in the Department of Education and that the Board President write the Representatives in Merged Area XI and Iowa's Senators in support of the Board's position.

The motion was passed unanimously.

It was moved by D. Rowen, seconded by R. Clark, that the Superintendent notify the Iowa Council of Area School Boards (ICASB) that this Board recommends the ICASB begin immediate and quick action to secure the passage of a Foundation program for Area Schools in this legislative session to be implemented in FY '82.

The motion was passed unanimously.

The monthly financial report was presented by Gene Snyders, Vice President, Business Management. A copy of the report is attached (Attachment #1) hereto and made a part of these minutes.

A copy of the article in the Carroll Daily Times Herald reporting the Board's special meeting of 29 December 1980 was received and filed (Attachment #2).

It was moved by T. Nemmers, seconded by D. Rowen, that contract changes and leaves of absence without pay be approved, as follows:

**Contract Changes**
- LINDA S. GREAVES, Coordinator, Short Courses
  From $19,337.00 annual to $20,087.00 annual
  Adjustment to conform to the Davidson Study
- THOMAS A. GUERDET, Coordinator, Short Courses
  From $18,300.00 annual to $20,087.00 annual
  Adjustment to conform to the Davidson Study
- JENNIFER L. MAHL0W, Supervisor, Word Processing
  From $13,923.00 annual to $15,190.00 annual
  Adjustment to conform to the Davidson Study
- ROBERT L. MANN, Supervisor, Inventory, Grants and Contracts
  From $16,633.00 annual to $16,744.00 annual
  Adjustment to conform to the Davidson Study
- PAMELA K. MYERS, Coordinator, Adult Supplemental
  From $18,300.00 annual to $20,087.00 annual
  Adjustment to conform to the Davidson Study

**Leaves of Absence Without Pay**
- BARBARA EASTWOOD, Instructor, Biology
  1 Day, November 21, 1980
- NORA A. REID, Instructor, Nursing
  1 Day, November 26, 1980

The motion was passed, unanimously.
It was moved by R. Clark, seconded by G. Garst, that the first reading of Board Policy #206—General Organization and Operation—Board committees, be noted in the minutes.

The motion was approved unanimously. A copy of the policy is attached (Attachment #3) hereto and made a part of these minutes.

It was moved by T. Nemmers, seconded by D. Rowen, that a second reading of Board Policy #206—General Organization and Operation—Board Committees, be waived and the revised policy be adopted.

The motion was passed unanimously. A copy of the policy is attached (Attachment #3) hereto and made a part of these minutes.

It was moved by D. Rowen, seconded by W. Stover, that appointments to the DMACC Foundation Board of Directors be made, as follows:

Boone Area:
- Clair Abbott, DMACC
- Jim Nash, Merit Baking
- Jim Grabau, Construction

Ankeny Campus:
- Dick Kintner

The motion was passed unanimously.

It was moved by M. Goodman, seconded by T. Nemmers, that the student constructed house at 1114 S.E. Rio be sold to Jimmie D. and Vicki L. Robbins for $80,000, including a $3,000 allowance for carpeting and other flooring.

The motion was passed unanimously. A copy of the sales contract is attached (Attachment #4) hereto and made a part of these minutes.

It was moved by R. Clark, seconded by D. Rowen, that Board committee appointments be approved, as follows:

Buildings and Sites
- R. Clark, Chairperson
- E. Leonard

Long Range Planning
- J. Risdal, Chairperson
- H. Ritland

The motion was passed unanimously.
NATIONAL LEGISLATIVE SEMINAR, 22-24 FEBRUARY

It was moved by M. Goodman, seconded by D. Rowen, that the Board send four of its members to the National Legislative Seminar sponsored by ACCT in Washington, DC from 22-24 February 1981.

The motion was passed unanimously.

DINNER RECESS

The Board was recessed for dinner at 6:30 and reconvened at 7:15.

DIRECTOR ROWEN LEAVES

Director Rowen left at the end of the dinner recess.

CETA/CIRALG CONTRACT APPROVED

A resolution was introduced by M. Goodman, seconded by W. Stover, resolving that the contract with the Central Iowa Regional Association of Local Governments (CIRALG), a prime sponsor under the Comprehensive Employment and Training Act (CETA) be approved as amended by the attached Memorandum of Understanding.

The resolution was adopted unanimously on a roll call vote. A copy of the resolution and contract are attached (Attachments #5/6) hereto and made a part of these minutes.

AACJC MEMBERSHIP APPROVED

It was moved by M. Goodman, seconded by R. Clark, that the Board renew the college's institutional membership in the American Association of Community and Junior Colleges (AACJC) at a cost of $1,100, for the period January 1, 1981 through December 31, 1981.

The motion was passed unanimously.

CETA FUNDED CONTRACTS APPROVED

It was moved by W. Stover, seconded by G. Garst, that CETA funded contracts be approved, as follows:

KENNETH J. COLLIER, Instructor, CETA Class-Size Programs Effective from January 1, 1981 to September 30, 1981

MARY ANN HARPEL, Instructor, CETA Class-Size Programs Effective from January 1, 1981 to September 30, 1981

EDWARD J. KENINGER, Instructor, CETA Class-Size Programs Effective from January 1, 1981 to September 30, 1981

JANET R. KLINKE, Instructor, CETA Class-Size Programs Effective from January 1, 1981 to September 30, 1981

GEORGE H. NICHOLS, JR., Coordinator, CETA Class-Size Programs Effective from January 1, 1981 to September 30, 1981

CHARLES J. PARDEKOOPER, Instructor, CETA Class-Size Programs Effective from January 1, 1981 to September 30, 1981

MADGE C. VERSTEEGH, Instructor, CETA Class-Size Programs Effective from January 1, 1981 to September 30, 1981

The motion was passed unanimously.
With the consensus of the Board, President Leonard tabled the proposed revision of Phase III of the Master Plan until the Board meeting of 9 February 1981.

It was moved by M. Goodman, seconded by R. Clark, that the proposed copyright agreement with individuals for the production of nonprint instructional materials be approved.

The motion was passed unanimously. A copy of the agreement is attached (Attachment #7) hereto and made a part of these minutes.

A resolution to increase tuition for the spring quarter, 1981 was introduced by J. Risdal, seconded by R. Clark.

The resolution was adopted unanimously on a roll call vote. A copy of the resolution is attached (Attachment #8) hereto and made a part of these minutes.

It was moved by E. Leonard, seconded by J. Risdal, that the claims and accounts be approved as presented.

The motion was passed unanimously. A copy of the claims and accounts is attached (Attachment #9) hereto and made a part of these minutes.

It was moved by W. Stover, seconded by R. Clark, that the meeting be adjourned.

The motion was passed unanimously, and the meeting was adjourned at 8:20 p.m. by President Leonard.

ELDON LEONARD, President

CHARLES WRIGHT, Secretary
DES MOINES AREA COMMUNITY COLLEGE  
CASH POSITION REPORT  
December 31, 1980

<table>
<thead>
<tr>
<th>General, Agency, Auxiliary, Scholarship &amp; Loan Funds</th>
<th>Special Plant Fund</th>
<th>Sinking &amp; Voted Tax Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASH IN BANK - CHECKING:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bal. Fwd. December 1, 1980</td>
<td>$ (60,081.01)</td>
<td>$ 4,041.41</td>
</tr>
<tr>
<td>Plus Receipts - December</td>
<td>1,441,388.12</td>
<td>987,122.26</td>
</tr>
<tr>
<td>Less Disbursements</td>
<td>1,739,328.67</td>
<td>963,473.39</td>
</tr>
<tr>
<td>Cash in Bank December 31, 1980</td>
<td>(A) (358,021.56)</td>
<td>27,690.28</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INVESTMENTS:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SAVINGS ACCOUNTS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sinking Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>165.10</td>
<td></td>
</tr>
<tr>
<td>Student Activity</td>
<td>359.67</td>
<td></td>
</tr>
<tr>
<td>TOTAL SAVINGS</td>
<td>524.77</td>
<td></td>
</tr>
<tr>
<td><strong>CD's:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.12% due 2-6-81 (Student Act.)</td>
<td>60,000.00</td>
<td></td>
</tr>
<tr>
<td>Various 3 year loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.25% due 1-15-81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.25% due 2-17-81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.25% due 5-15-81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.00% due 12-15-81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.75% due 6-30-81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.50% due 6-30-81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.75% due 6-30-81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL CD's</td>
<td>$ 60,000.00</td>
<td>$4,518,400.00 (C)</td>
</tr>
</tbody>
</table>

**TOTAL CASH & INVESTMENTS**                          | $ (297,496.79)      | $5,541,090.28            | $848,351.22 (B) |

Footnotes:  
(A) Deficit covered by outstanding checks and stamped warrant of $250,000.00.  
(B) Loan payment from Sinking Fund paid December 31, 1980, of $65,467.50 with amount due June 30, 1981, of $1,560,467.50.  
(C) Loan (Interest) paid from loan investments of $153,600.00 on December 31, 1980, with same amount due on June 30, 1981.
### General Fund Disbursements:

#### General Fund Current

<table>
<thead>
<tr>
<th>Area</th>
<th>Working Budget</th>
<th>Amount Encumbered</th>
<th>Amount Expended or Received</th>
<th>Working Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts &amp; Science</td>
<td>$2,252,235</td>
<td>$6,350</td>
<td>$914,596</td>
<td>$1,331,289</td>
</tr>
<tr>
<td>Career Education</td>
<td>5,235,851</td>
<td>191,973</td>
<td>2,341,968</td>
<td>2,701,910</td>
</tr>
<tr>
<td>Career Exploration Center</td>
<td>190,282</td>
<td>338</td>
<td>91,412</td>
<td>98,532</td>
</tr>
<tr>
<td>Adult Education</td>
<td>1,970,051</td>
<td>5,277</td>
<td>883,644</td>
<td>1,081,130</td>
</tr>
<tr>
<td>Instructional Administration</td>
<td>329,742</td>
<td>1,166</td>
<td>144,471</td>
<td>184,105</td>
</tr>
<tr>
<td>General Administration</td>
<td>638,327</td>
<td>2,403</td>
<td>288,213</td>
<td>347,711</td>
</tr>
<tr>
<td>Student Services</td>
<td>1,424,594</td>
<td>1,296</td>
<td>715,942</td>
<td>707,356</td>
</tr>
<tr>
<td>Learning Resources</td>
<td>539,892</td>
<td>5,296</td>
<td>265,687</td>
<td>268,909</td>
</tr>
<tr>
<td>Physical Plant</td>
<td>1,633,081</td>
<td>114,584</td>
<td>809,734</td>
<td>708,763</td>
</tr>
<tr>
<td>General Institution</td>
<td>1,227,994</td>
<td>39,119</td>
<td>717,921</td>
<td>520,954</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>$15,492,049</td>
<td>367,802</td>
<td>7,173,588</td>
<td>7,950,659</td>
</tr>
</tbody>
</table>

#### Restricted Current Fund:

<table>
<thead>
<tr>
<th>Area</th>
<th>Amount</th>
<th>Amount Encumbered</th>
<th>Amount Expended</th>
<th>Working Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol Fuel Grant</td>
<td>5,628</td>
<td>858</td>
<td>4,565</td>
<td>205</td>
</tr>
<tr>
<td>Homemaker Health Aids</td>
<td>4,821</td>
<td></td>
<td>3,611</td>
<td>1,210</td>
</tr>
<tr>
<td>DPI-ESL</td>
<td>87,907</td>
<td>1,002</td>
<td>32,734</td>
<td>54,171</td>
</tr>
<tr>
<td>Title I Labor Counseling</td>
<td>383</td>
<td></td>
<td>383</td>
<td>0</td>
</tr>
<tr>
<td>Nursing Capitation FY 81</td>
<td>25,103</td>
<td></td>
<td>1,007</td>
<td>24,096</td>
</tr>
<tr>
<td>Nursing Capitation FY 80</td>
<td>11,336</td>
<td></td>
<td>4,280</td>
<td>7,056</td>
</tr>
<tr>
<td>Social Service Training</td>
<td>33,066</td>
<td></td>
<td>6,856</td>
<td>26,210</td>
</tr>
<tr>
<td>IPA Report Writing &amp; Eval.</td>
<td>6,183</td>
<td></td>
<td>4,324</td>
<td>1,859</td>
</tr>
<tr>
<td>Construction Acquaintance</td>
<td>26,593</td>
<td></td>
<td>22,765</td>
<td>3,828</td>
</tr>
<tr>
<td>Teacher Aids</td>
<td>12,017</td>
<td></td>
<td>6,674</td>
<td>5,343</td>
</tr>
<tr>
<td>Comp. Vocational Development</td>
<td>45,000</td>
<td></td>
<td>12,627</td>
<td>32,373</td>
</tr>
<tr>
<td>Diesel Tractor Research</td>
<td>55,057</td>
<td></td>
<td>5,825</td>
<td>49,232</td>
</tr>
<tr>
<td>Woodward Grant</td>
<td>3,507</td>
<td></td>
<td>3,507</td>
<td>0</td>
</tr>
<tr>
<td>Mitchellville Training Proj.</td>
<td>18,025</td>
<td></td>
<td>8,877</td>
<td>9,148</td>
</tr>
<tr>
<td>Indo China Project</td>
<td>5,602</td>
<td></td>
<td>5,602</td>
<td>0</td>
</tr>
<tr>
<td>PSE Funded</td>
<td>12,402</td>
<td></td>
<td>12,402</td>
<td>0</td>
</tr>
<tr>
<td>CETA Class Size</td>
<td>361,565</td>
<td></td>
<td>149,911</td>
<td>211,654</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>714,195</td>
<td>1,860</td>
<td>285,950</td>
<td>426,385</td>
</tr>
<tr>
<td><strong>Total General Fund Disb.</strong></td>
<td>$16,206,244</td>
<td>$369,662</td>
<td>$7,459,538</td>
<td>$8,377,044</td>
</tr>
</tbody>
</table>

#### Budget Deobligation

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>180,701</td>
<td>180,701</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Grand Total General Fund Disb.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,386,945</td>
<td>$369,662</td>
<td>$7,459,538</td>
<td>$8,557,745</td>
</tr>
</tbody>
</table>

### General Fund Revenue:

<table>
<thead>
<tr>
<th>Area</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund Current</td>
<td>$15,038,550</td>
<td>6,996,763</td>
<td>$8,041,787</td>
<td></td>
</tr>
<tr>
<td>Restricted Current Fund</td>
<td>714,195</td>
<td>117,087</td>
<td>597,108</td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>$15,752,745</td>
<td>$7,113,850</td>
<td>$8,638,895</td>
<td></td>
</tr>
<tr>
<td>Fund Balance Revenue</td>
<td>453,499</td>
<td>453,499</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total General Fund Rev.</strong></td>
<td>$16,206,244</td>
<td>$7,567,349</td>
<td>$8,638,895</td>
<td></td>
</tr>
</tbody>
</table>

### Footnotes:

1. General Fund Published Budget - $16,388,700
2. Plant Fund Published Budget - $6,048,927
3. Revenue Working Budget Considers 4.6% reduction in State Aid
4. Fund Balance Revenue is amount required to balance General Fund Disbursement less Budget Deobligation
### General Fund Revenue

<table>
<thead>
<tr>
<th></th>
<th>Working Budget</th>
<th>Amount Received</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tuition &amp; Fees:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Fees</td>
<td>$ 391,055</td>
<td>$ 230,537</td>
<td>$ 160,518</td>
</tr>
<tr>
<td>Tuition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arts &amp; Science</td>
<td>1,288,364</td>
<td>882,362</td>
<td>406,002</td>
</tr>
<tr>
<td>Career Education</td>
<td>1,311,761</td>
<td>742,269</td>
<td>569,492</td>
</tr>
<tr>
<td>Adult Ed (Includes Leisure Classes)</td>
<td>564,473</td>
<td>170,398</td>
<td>394,075</td>
</tr>
<tr>
<td>Secondary</td>
<td>71,500</td>
<td></td>
<td>71,500</td>
</tr>
<tr>
<td><strong>Local Support:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes-Operation</td>
<td>1,971,442</td>
<td>915,300</td>
<td>1,056,142</td>
</tr>
<tr>
<td>Property Taxes-Unemployment Comp.</td>
<td>36,377</td>
<td>20,459</td>
<td>15,918</td>
</tr>
<tr>
<td>Property Taxes-Tort Liability</td>
<td>32,236</td>
<td>15,241</td>
<td>16,995</td>
</tr>
<tr>
<td><strong>State Support:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Aid</td>
<td>6,914,838</td>
<td>3,537,150</td>
<td>3,377,688</td>
</tr>
<tr>
<td>Vocational Aid</td>
<td>1,221,134</td>
<td>378,648</td>
<td>842,486</td>
</tr>
<tr>
<td>Equipment Replacement</td>
<td>304,092</td>
<td></td>
<td>304,092</td>
</tr>
<tr>
<td><strong>Federal Support:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title II -Library</td>
<td>3,800</td>
<td></td>
<td>3,800</td>
</tr>
<tr>
<td>Vocational Aid</td>
<td>330,180</td>
<td></td>
<td>330,180</td>
</tr>
<tr>
<td>Workstudy</td>
<td>69,275</td>
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<td>69,275</td>
</tr>
<tr>
<td>Special Needs-CEC</td>
<td>124,056</td>
<td></td>
<td>124,056</td>
</tr>
<tr>
<td>Special Needs-Coord.</td>
<td>15,000</td>
<td></td>
<td>15,000</td>
</tr>
<tr>
<td>ABE</td>
<td>132,283</td>
<td>33,071</td>
<td>99,212</td>
</tr>
<tr>
<td>Other</td>
<td>8,800</td>
<td>651</td>
<td>8,149</td>
</tr>
<tr>
<td>Total &quot;2&quot; Fund</td>
<td>714,195</td>
<td>117,087</td>
<td>597,108</td>
</tr>
<tr>
<td><strong>Sales &amp; Services:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental of Facilities</td>
<td>20,000</td>
<td>1,471</td>
<td>18,529</td>
</tr>
<tr>
<td><strong>Other Income:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>100,000</td>
<td>13,240</td>
<td>86,760</td>
</tr>
<tr>
<td>Assessments</td>
<td>7,100</td>
<td>4,594</td>
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<td>Miscellaneous</td>
<td>25,000</td>
<td>6,331</td>
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<td>Sale of Fixed Assets</td>
<td>41,270</td>
<td>40,525</td>
<td>.745</td>
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<tr>
<td>Transfer from Auxilliary Fund</td>
<td>50,000</td>
<td>50,000</td>
<td></td>
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<tr>
<td>Transfer from Deferred Income</td>
<td>4,514</td>
<td>4,514</td>
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<td><strong>GRAND TOTAL</strong></td>
<td>$15,752,745</td>
<td>$7,113,848</td>
<td>$8,638,897</td>
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DES MOINES AREA COMMUNITY COLLEGE  
GENERAL FUND INTERIM BALANCE SHEET  
December 31, 1980

--- ASSETS ---

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>CASH &amp; INVESTMENTS</strong></td>
<td></td>
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<tr>
<td>101</td>
<td>Cash in Bank - Checking</td>
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<tr>
<td>102</td>
<td>Petty Cash - Ankeny Change Fund</td>
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<td>103</td>
<td>Petty Cash - Boone Checking</td>
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<td>119</td>
<td>Cash in Bank - Payroll</td>
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<td>120</td>
<td>Returned Checks</td>
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<td>122</td>
<td>Petty Cash - Change Funds</td>
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<tr>
<td>125</td>
<td>Cash Over or Short</td>
<td>750</td>
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<tr>
<td>131</td>
<td>Investment in Savings</td>
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<td></td>
<td><strong>TOTAL CASH &amp; INVESTMENTS</strong></td>
<td>165</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL ASSETS</strong></td>
<td>8,854,798</td>
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<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>145</td>
<td>Due from Federal</td>
<td>(13,910)</td>
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<tr>
<td>146</td>
<td>Due from Others</td>
<td>20,422</td>
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<td>148</td>
<td>Financial Aids Receivables</td>
<td>564,165</td>
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<td><strong>Budget FY 81 - Revenue</strong></td>
<td>15,752,745</td>
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<td></td>
<td><strong>Less Amount Received</strong></td>
<td>7,113,850</td>
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<td><strong>Balance to Receive</strong></td>
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<td><strong>TOTAL ACCOUNTS RECEIVABLE</strong></td>
<td>9,209,572</td>
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<th>Code</th>
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<tr>
<td>161</td>
<td>Expendable Supplies</td>
<td>33,838</td>
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<tr>
<td>162</td>
<td>Auto Parts</td>
<td>20,686</td>
</tr>
<tr>
<td>169</td>
<td>Student Houses &amp; Lots</td>
<td>235,306</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL INVENTORIES/HOUSES</strong></td>
<td>289,830</td>
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</table>

* Budget Revenue shown is prior to tuition increased Board Approved January 12, 1981.
DES MOINES AREA COMMUNITY COLLEGE  
GENERAL FUND INTERIM BALANCE SHEET  

December 31, 1980  

LIABILITIES & FUND BALANCE  

CURRENT LIABILITIES  

201 Accounts Payable $ (11,034)  

Budget Expenditures FY 81 $16,206,244  
Less Expended to Date 7,459,538  
Balance to be expended 8,746,706  

TOTAL ACCOUNTS PAYABLE $8,735,672  

271 Deferred Income 22,416  

TOTAL LIABILITIES $8,758,088  

FUND BALANCE  

311 Unrestricted 482,673  

Balance Forward 7-1-80  
FY 81 Budget Expenditures $16,206,244  
*Less FY 81 Budget Revenue 15,752,745  
Net Expenses over Rev. (453,499)  

Projected Fund Balance 6-30-81 29,174  

314 Restricted for Unemployment Compensation 67,536  

TOTAL FUND BALANCE 96,710  

TOTAL LIABILITIES & FUND BALANCE $8,854,798  

* Budget Revenue shown is prior to tuition increased Board Approved January 12, 1981.
DMACC board tells caution toward new construction

By MARY POST
Times Herald Staff Writer

The president of the Des Moines Area Community College board of directors Monday offered to appoint a four-member subcommittee to work with the Carroll Community School Board to discuss the future sharing of a proposed new junior-senior high school building in Carroll.

Board President Eldon Leonard said a financial squeeze caused in part by a 4.6-percent state budget cut may delay DMACC plans to improve the western attendance center in Carroll. But he stressed that he strongly supports some sort of cooperative effort between the college board and the school district.

DMACC representatives were invited to Carroll to tour the proposed site for the building, review the current relationship between the two boards and explore future possibilities.

Carroll Mayor Darwin Bunger and City Manager Mike Acimovic also attended the meeting to answer questions about the city's part in the school district's long-range plans.

Kriss Philips, director of the DMACC western attendance center in Carroll, explained three main areas in which have occurred without the cooperation and hard work of the school board.

Carroll Superintendent Harlan Else explained to the DMACC board that the school already has purchased land for a proposed new building from the city of Carroll, and has options on more land, totaling 50 acres. The site is located north of the municipal golf course on Grant Road.

Last June, the school board accepted a facilities report calling for construction of a new building, and suggesting a bond-issue election no later than September, 1982. Else admitted, however, that the local economic climate right now is not favorable to the passage of such an issue.

In approving the report, board members agreed to pursue possibilities of cooperation with DMACC on facilities, Else said.

“We should do all we can to work together if we have any kind of common interests," he said. "We want a conceptual discussion of how we can work together, particularly in the area of facilities.”

Else explained that when the site was purchased, the school board had an eye toward acquiring enough land to enable future cooperation with DMACC. The board has considered various cooperative possibilities, he said, including having two separate buildings close together, sharing costly vocational shop facilities, the use of classrooms by high school classes during the day and DMACC classes in the evening, and some sort of cooperation with the district's huge transportation system. "The sky's the limit" on sharing possibilities, according to Else.

Else continued to stress the need for DMACC programs in Carroll. General Electric occasionally needs a way to provide additional training for some of its workers, he said. Area schools are currently exploring the possibility of a new health-services program to provide actual work experience for students. Administrators at area parochial schools are also interested in a joint venture with the public school district in programs, facilities or other areas, according to Else.

This discussion prompted a response from Hubert Hagemann, a Carroll County farmer who attended the open meeting. Hagemann seemed concerned.
that secondary schools not step over the line into education that should be taught at the post-secondary level.

"Can you as a board justify spending a lot of money for equipment throughout the area rather than students coming to you?" he asked. He said his main concern was getting the best quality education for students for the least tax dollars.

"I'm worried about getting too involved with vocational training at the high school level," he said. "Give students a variety of opportunities in high school and then they can pursue (their interests) into post-secondary education."

Carroll school board president Gerald Haubrich responded that his work with metal and plastic-working tools demonstrates to him the need for students to be kept up-to-date on tools, equipment and methods. "Somebody has to teach kids how to use all the new tools and equipment, and schools, I think, have to do it," Haubrich said.

Carroll City Manager Mike Acimovic briefly explained the city's role in the school district's building ventures. The site chosen for a new high school building is designed to meet present and anticipated traffic-control needs, he said, and can easily be connected to major highways because of its location. The municipal golf course near the site is another plus, he said.

"The school district will benefit from a campus-like effect from having the golf course nearby, without having the maintenance load of that effect. The city will be maintaining the golf course. It can be controlled and pleasant for all concerned," said Acimovic.

Mayor Bunger added that city and school district officials have thought ahead in order to accomplish important goals, and the land site will make cooperation between DMACC and the district physically possible.

Both boards will hold their regular meetings on Jan. 12, and members agreed Monday to report to each other on any discussion at those meetings about cooperation on future facilities.
PURCHASE AGREEMENT

To: [Seller's Name]

1. We hereby offer to purchase through Stanbrough, Realtors, your property in Iowa, located at, or briefly described as follows:

and legally described as: [Legal Description]

and agree to pay you therefor the sum of $20,000.00 as follows:

$1,000.00, with this offer, $____, upon acceptance of this offer.

$____, when formal contract hereinafter referred to, is signed.

$_____000.00, upon delivery of warranty deed, and the balance by:

(a) Executing a formal contract for the purchase of said property, in which you agree to pay $____ at the rate of $____, monthly, per month including interest; plus 1/12 of the annual taxes and insurance, until the entire purchase price, together with interest at the rate of 7% per annum, payable monthly, is paid, or until the amount due is reduced to the amount of the mortgage, now on or hereafter to be placed on said property. Monthly payments are to begin.

(b) Assuming a mortgage on said property of $____ with note at interest at

The basis of such proration shall be the last known actual taxes payable, however if such taxes are not based upon a full assessment of the property improvements the proration shall be based on the current millage rate and the assessed value shown on assessors records at the time of settlement.

2. All special assessments spread on the Treasurer’s Books at the time of delivery of deed or formal installment contract are to be paid by the Seller. All charges for solid waste removal, sewage, other utilities, and assessments for maintenance attributable to the Seller’s possession are to be paid by the Seller. All subsequent taxes and special assessments are to be paid by the Buyer.

3. In the event of a new mortgage is executed... Buyer agrees to pay all costs involved therein. Seller agrees to pay a loan placement fee if necessary, not to exceed 1/2% of the amount of the mortgage obtained by the Buyer.

4. Possession to be given on or about [Date], and adjustments of interest and rents to be made of like date, settlement to be made upon approval of title but not later than date of possession. Seller agrees to maintain existing insurance until closing. Buyer may purchase additional insurance.

5. The Seller is to furnish and continue the abstract of title within a reasonable time from date of acceptance, to date of delivery of deed or formal installment contract, provided the title is free and clear of all taxes, assessments, liens and encumbrances, other than those specified, except building restrictions, easements, mineral reservations made by former owners. In case we find that the abstract does not show good and merchantable title, we agree to submit to you in writing our objections and to give you reasonable time to perfect a merchantable title.

6. If the Seller fails to fulfill this agreement he will pay to the agent the regular commission in full, and the Buyer shall have the right to have all payments returned, or to proceed by any action or actions at law or in equity, and the Buyer agrees to pay costs and attorney fees, and a receiver may be appointed.

7. The Buyer is to furnish and continue the abstract of title within a reasonable time from date of acceptance, to date of delivery of deed or formal installment contract, provided the title is free and clear of all taxes, assessments, liens and encumbrances, other than those specified, except building restrictions, easements, mineral reservations made by former owners. In case we find that the abstract does not show good and merchantable title, we agree to submit to you in writing our objections and to give you reasonable time to perfect a merchantable title.

8. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited and to the extent of the commission it shall first be paid to the agent in full discharge of Seller’s obligation for commission to the agent, and the balance, if any, shall be paid to and become the property of the Seller.

9. Unless excepted on the back of this contract and signed by the parties.

10. In the performance of each part of this agreement, time shall be of the essence.

11. The funds deposited hereunder as part payment as hereinabove set forth shall be held by Stanbrough, Realtors, in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract and buyer authorizes the company financing his purchase to pay all funds to Stanbrough, Realtors as agents for the Seller, and Seller authorizes Stanbrough, Realtors, to accept same.

12. It is agreed that at time of settlement, funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be held under supervision of Stanbrough, Realtors, agent, and subject to approval of Buyer’s attorney on title questions involved, and needed to produce merchantable title.

13. When this offer shall become a binding contract for the sale and purchase of the above described premises and the Seller, shall pay said agent $____ in addition to the commission on improved property or 7½% commission on vacant lots and 10% commission on business enterprises and inventory, payable to the Moines Iowa. Minimum commission shall be $500. If this offer is not accepted by the Seller or before the date of settlement, it shall become null and void and the initial payment shall be repaid to the Buyer without liability on the part of Stanbrough, Realtors to either party.

14. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Address: ____________________________
Phone: ____________________________

Dear Mr. & Mrs. [Owner's Name]

I hereby accept this offer this 7th day of January 1981, and agree to pay Stanbrough, Realtors commission for the sale of said premises in accordance with the schedule set forth in paragraph 13 above.

Acceptance to be notarized on [Date].

By: ____________________________

 owner

Phone: ____________________________

Listing Salesman: ____________________________

Present Mortgage: ____________________________

Abstract Location: ____________________________

New Mortgage: ____________________________

GENERAL OFFICE AND CLOSING DEPARTMENT, 3115 DOUGLAS AVENUE DES MOINES, IOWA 50310 515/277-8121
RESOLUTION

To Enter Into An Agreement With
Central Iowa Regional Association of Local Governments

WHEREAS, Des Moines Area Community College (hereinafter DMACC) has provided classroom services in conjunction with the Central Iowa Regional Association of Local Governments (hereinafter CIRALG), a prime sponsor under the Comprehensive Employment and Training Act (hereinafter CETA) for which CIRALG has reimbursed DMACC, and

WHEREAS, DMACC has been providing services under extensions granted by CIRALG since 1 October 1980, and

WHEREAS, DMACC has now concluded negotiations with CIRALG for a contract the term of which is 1 October 1980 to 30 September 1981, inclusive, then, therefore,

BE IT RESOLVED THAT the Board of Directors of DMACC does adopt the agreement with CIRALG for services from 1 October 1980 to 30 September 1981 with amendments expressed in the Memorandum of Understanding dated 12 January 1981.

Dated this 12th day of January 1981.

Eldon Leonard, President

Charles Wright, Secretary
This agreement is made and entered into as of this 1st day of
October, 1980 by and between the Central Iowa Regional
Association of Local Governments, hereinafter called the "Administrative
Entity" and Des Moines Area Community College an educational
institution, hereinafter called the "Subcontractor" or "Delegate"
or "Subgrantee" or "Subrecipient". This is a subcontract for the
period of October 1, 1980 to September 30, 1981

WITNESSETH THAT:

WHEREAS, the Consortium Board through the "Administrative
Entity", CIRALG, deems it advisable to engage the services of
Des Moines Area Community College in connection with the provision
of classroom training under the Comprehensive
Employment and Training Act Amendment of 1978, for residents of a
selected area comprising the City of Des Moines and the counties
of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and
Warren; and

WHEREAS, This Agreement is a contract agreement under the
Consortium Board to provide classroom training programs as
specified in the FY81 Consortium Board Provisional Comprehensive
Employment and Training Plan and to the provisions attached
hereto, and

WHEREAS, the "Subcontractor" understands and is qualified
to provide and desires to provide training services to individ-
uals that need classroom training services, the
foregoing parties have entered into this agreement,

NOW THEREFORE

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:
Article 1.0 - General Work Statement

The "Subcontractor" shall perform the services necessary to carry out the provisions of this agreement and as identified in the "General Work Statement" attached hereto as Exhibit I and incorporated by reference.

Article 2.0 Budget Authorized Expenditures

a. For the performance of functions or services under this agreement, the subcontractor will be reimbursed by CIRALG, as the Administrative Entity for the Prime Sponsor for all allowable costs in amounts not to exceed established line items and total costs set forth in the budget attached hereto as Exhibit 3 and incorporated herein by reference. In no event shall the total amount of this agreement be increased or decreased except with prior written approval of the Consortium Board.

b. As specified in the RFP II - Second Alternative, the subcontractor will assume complete responsibility, subject to later audit by the United States Department of Labor, Prime Sponsor or its agents, for the fiscal and accounting aspects of the program. Subcontractor must demonstrate that it possesses requisite knowledge of applicable CETA Regulations, requisite management and financial skills to fully and completely implement the applicable CETA Regulations and contract provisions, has the necessary personnel to fully implement fiscal management in accordance with CETA Regulations and contract provisions, and is financially responsible in the event any cost incurred or expenditures made are disallowed.
Article 2.1 Method of Payment

a. All payments by CIRALG hereunder shall be subject to the receipt of federal grant funds by the Consortium Board from the Department of Labor. The termination, reduction, or delay of federal grant funds to the Prime Sponsor shall be considered to be a per se defacto modification, not withstanding the provisions of Articles 25 and 26, of the terms of this contract. This contract is acknowledged by the subcontractor to be dependent upon and derivative of the Prime Sponsor's contract with the United States Department of Labor. If Prime Sponsor's contract with the United States Department of Labor is cancelled, modified, altered or unfunded, in whole or in part, Prime Sponsor reserves a similar right to cancel, modify, or not fund this contract.

Any such termination, reduction, delay, cancellation, modification, alteration, or non funding shall not be a basis for or grounds of any legal action between Prime Sponsor, its Administrative Entity, and subcontractor.

b. The Prime Sponsor through the Administrative Entity may delay payments to the subcontractor at any time before the date of completion, whenever it is determined that the subcontractor has failed to submit any required reports as identified in Exhibits 1, 2, and 6 on a timely basis. The Prime Sponsor through the Administrative Entity may also deduct and set off from any payments made by CIRALG on the subcontractor's behalf those costs which are not allowable or have been previously disallowed by the Prime Sponsor, CIRALG or their agents or the Department of Labor through an audit referred to in Article 14.0 herein.
c. In order to avoid the improper commingling of funds under the CETA Act with funds from other sources, the subcontractor shall comply with the requirements of 41 CFR 29-70.201-2 (Administrative Standards for DOL Grants and Agreements). The contractor shall maintain proper accounting and cash management procedures to ensure the CETA cash balances are used for CETA expenses only.

d. Subcontractor agrees to present to Prime Sponsor and its Administrative Entity, CIRALG, copies of all proposed contracts or other proposed obligations for services by subcontractors executed after the date of this contract, which obligate subcontractor or its employees to a performance thereunder. Prime Sponsor and CIRALG reserve the right of review of such documents prior to execution to determine whether the obligations imposed thereunder, in terms of duties imposed, employee time required, and such other matters, impairs or threatens to impair subcontractor's performance under this contract or Prime Sponsor's or CIRALG's funding under this contract. Prime Sponsor or CIRALG may require at its option, prior to its approval of subcontractors other proposed contracts and obligations, a detailed explanation of such other obligations and the methods and measures such subcontractors will implement to avoid prejudice to its responsibilities under this contract and prejudice to Prime Sponsor's sources of funding under which this contract and its funding are made possible.
In the absence of such detailed explanation or the satisfaction of Prime Sponsor or its Administrative Entity that such detailed explanation adequately protects the program and funding under this contract, Prime Sponsor reserves the right to unilaterally, cancel, modify, alter or not fund this contract in whole or in part. Any such unilateral action shall not be a basis for or grounds of any legal action between Prime Sponsor, its Administrative Entity, and subcontractor.

c. By the twentieth (20th) of each month following the first month of operations, the subcontractor will prepare and submit to CIRALG a Request for Reimbursement (See Exhibit 6). The Monthly Financial Report claim will detail costs incurred during the preceding month and the cumulative total for the contract period. CIRALG will subsequently reimburse the subcontractor for authorized costs incurred within a reasonable time period after submission of the Request for Reimbursement.

Article 2.2 Advancement of Funds

A subgrantee meeting the Federal Financial Management requirements as outlined in FMC 74.7 Attachment "G" may be advanced funds by CIRALG in anticipation of performance under the contract.

The amount of advanced funds will be determined solely by the Prime Sponsor based on a normal thirty (30) day cash flow projection provided by the subgrantee.

CIRALG will have sole authority to determine the method of settlement of outstanding cash advances. An outstanding cash advance may be resolved by:
a. Withholding of funds otherwise due the subgrantee on a monthly basis.

b. Repayment by the subgrantee at contract termination.

c. Offset or withholding of funds from other Federal grants or contracts from which funds are still being disbursed.

The Prime Sponsor will require that the subgrantee execute a non-interest bearing note payable to the Prime Sponsor that is authorized by the subgrantee's managing board.

**Article 3.0 General Compliance with CETA Act**

The subcontractor will abide by all applicable terms and conditions imposed and required by any such contract or grant between the Prime Sponsor and the U. S. Department of Labor, from which rights, duties, obligations and powers under this contract are derivative, and further will abide by all subsequent revisions and modifications to such contracts or grants which are required by the Department of Labor.

This agreement in no way affects or limits the subcontractor's obligation to comply with all applicable laws, ordinances, codes, and regulations of the Federal, State and Local Governments and any changes, amendments or modifications thereto which, from time to time, may be made.

**Article 4.0 Travel**

The subcontractor shall request Prime Sponsor, or CIRALG, approval and receive authorization prior to any travel outside the eight county area. Travel in violation of this provision may be a disallowed cost.

**Article 5.0 Personnel**
The subcontractor represents that he/she it has, or will secure, all personnel required in performing the work and services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Prime Sponsor, CIRALG, Federal Government or consulting organizations, without prior written approval of Prime Sponsor or CIRALG.

Article 5.2 Qualifications

All of the work and services required hereunder will be performed by the subcontractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

Article 6.0 Subcontracts

None of the work or services required under this contract shall be subcontracted by the subcontractor without the prior written approval to subcontract by the Prime Sponsor and the prior review and approval of the subcontract itself by the Prime Sponsor.

Subcontractor shall secure from Prime Sponsor or its administrative entity, CIRALG, prior approval of the terms of any proposed contract of any kind for more than $1,000.00 or one requiring payments over time, the cumulative total of which is more than $1,000.00, if such proposed contract is to be paid, in whole or in part, with monies received under this contract.

Article 7.0 Assignment of Interest

Neither this contract nor any interest herein
direct or indirect, financial or otherwise, nor
claim hereunder shall be assigned or transferred by the
subcontractor to any other persons or parties without prior writ­
ten approval of the Prime Sponsor. Further, this
contract may not be used as collateral for the procurement of a
loan.

Article 8.0 Insurance

The subcontractor shall provide and maintain
adequate types and amounts of insurance during the lifetime of
this contract and shall provide copies of policies or other docu­
mentation as required by CIRALG to certify that the required
insurance coverage is in force.

Article 9.0 Worker's Compensation

The subcontractor shall provide and maintain as employer
of record for its employees and participants, as identified,
Worker's Compensation insurance in amounts required by State Law,
proof of which shall be required by CIRALG prior to the effective
date of this contract.

Article 10.0 Bonding

Every officer, director, agent or employee of the
subcontractor who is authorized or responsible for receiving
or depositing funds into program accounts or issuing financial
documents, checks or other instruments of payments for program
costs shall be bonded to provide protection against loss. The
amount of coverage shall be the lower of the following:
$100,000 or
The total amount of the contract.

The subcontractor shall insure that the provisions of this
article are in force on the effective date of this contract
and provide CIRALG adequate documentation of the bonding

-8-
coverage prior to the effective date of this contract.

**Article 11.0 Accessibility of Program Records and Reports**

The subcontractor shall provide the Prime Sponsor, CIRALG, or the Department of Labor's authorized representatives, or any of their duly authorized representatives, access to all records, books, papers or documents related to this contract for any inspection, review or audit upon reasonable advance notice.

The subcontractor shall complete, retain, and submit enrollee records and shall hold these records open to inspection by the Prime Sponsor, CIRALG, or the Department of Labor. The release of confidential information regarding enrollees personal status shall be determined by the Subcontractor within the constraints of the Privacy Act, both State and Federal.

**Article 12.0 Reporting Requirements**

The subcontractor shall submit, on request from the Prime Sponsor, or CIRALG a written analysis of administrative and operational difficulties encountered in performance of this agreement, and will include in this written report proposed means of improvements.

**Article 13.0 Final Report Closeout**

The subcontractor under this contract may be required by CIRALG to prepare a written analysis of the program and submit said report to the CIRALG. Any and all cost reimbursements due under this agreement shall be submitted to CIRALG within 45 calendar days of the close of the contract. Costs requested after said time will not be allowed.
Article 14.0 - Audits

The subcontractor shall be responsible for assuring that all funds spent and all program activities included in this agreement are expended and performed in complete conformance with Department of Labor guidelines and regulations supplied by CIRALG to the subcontractor. The subcontractor accepts its liability for repayment of any costs disallowed by CIRALG or Prime Sponsor, subject to appeal to the Department of Labor, and repay the same to Prime Sponsor. The subcontractor acknowledges receipt of the Department of Labor guidelines and regulations from the Prime Sponsor. __________________ (initialed and dated.)

Any disallowance of any expenditure or cost incurred by a subcontractor shall be within the discretion of CIRALG and any decision by CIRALG shall be final and binding upon the subcontractor subject to applicable CETA Regulations and appeal to the Department of Labor.

Any final decision of CIRALG concerning the responsibility or liability of a subcontractor shall be final and binding upon all parties, subject to any appeal procedures provided for in the CETA Regulations and Prime Sponsor's Master Plan. If any appeal is taken and is exhausted, the final appeal decision shall be final and binding upon all parties. Any final decision may be reduced to judgment in any court of competent jurisdiction based upon this provision of the contract and the final decision thereunder.
Article 15.0 - Program Design

The subcontractor shall cooperate fully and promptly with the Prime Sponsor and CIRALG in program design, replanning and direction, which is necessary to guarantee operational success of the project upon any determination by the Prime Sponsor or CIRALG that the program, its mission, or its execution require such design replanning and direction.

Article 16.0 Records on Participants

If the operations of this contract in any way involves either directly or indirectly creating and/or maintaining participant records, the subcontractor shall insure that at least the following documents are retained at a central location at the subcontractor's training facilities:

(a) An application form for any individual screened for eligibility. The retention period for documentation on enrolled participants shall be five years from the date of enrollment of the individual. For ineligible CETA applicants, or those applicants not otherwise enrolled into CETA, the retention period of applicant documentation shall be one year from the date of application.

(b) For all enrolled individuals, the following additional documentation must be retained:

(1) A record of all activities the individual participated in.
(2) A record of all Supportive Services received during participation.

(3) Completion records as prescribed by the Prime Sponsor or CIRALG.

(4) Any contract and records of participant shall be maintained at both the point of entry and the Administrative Office of the Subcontractor.

c) For those participants where wages or training allowances were paid, adequate time and attendance records to support the payment, at the site where the activity occurred.

Article 17.0 Retention of Records

All records in the possession of the subcontractor pertaining to this contract shall be retained by the subcontractor for a period of five (5) years beginning with the date upon which the final payment under this contract is issued. All records shall be retained beyond the five year period if audit findings have not been resolved within that period. Records for non-expendable property acquired under this contract shall be retained for a five (5) year period after the
final disposition of the property. CIRALG will permit, upon agreement with subcontractor to store such records at CIRALG if subcontractor is unwilling or unable to do so and there exists no further contractor relationship with CIRALG and subcontractor. (See P.L. 95-524, Section 133.) (Also see Article 16.0 for exception)

Article 18.0 Time and Attendance Records

For any individual employed by the subcontractor either directly or indirectly who received any part of his/her wage payments from funds under this contract, the subcontractor shall be required to utilize and maintain time and/or attendance records as prescribed by CIRALG or the Prime Sponsor, on all such personnel for such periods as specified in Article 17.0 above. As a minimum, the time and/or attendance records shall show all hours for which such personnel are paid with funds under this contract, delineated to work vs. non-work paid leave, sick leave, etc., and shall be signed by both the funded personnel and his/her immediate supervisor unless otherwise determined and approved.

Article 19.0 - Participant Limitations

a. The Prime Sponsor through CIRALG and its subcontractors are required to observe certain specified participant limitations, as stated in the Comprehensive Employment and Training Act of 1973 as amended and/or the Federal Regulations promulgated thereeto. The subcontractor shall keep at least one copy, of all documents generated, signed by the participant, on file for such time as is required by the records retention section (See Article 17) of these General Provisions. The Prime Sponsor or CIRALG may request additional copies of this documentation from the subcontractor.
Article 20.0 - Participant Tracking System

a. The subcontractor or its authorized representative shall provide the Prime Sponsor or CIRALG with data required to maintain the Participant Tracking System, by completing forms of such data collection as provided by the Prime Sponsor. The subcontractor shall be required to submit the required data on all participants within the time frame specified in Exhibit 5 (i.e., allowance entitlement, request for pay, or completions) or be subject to sanctions contained in Article 26.0 and 26.1, Termination of Contract. Failure to comply with this subsection may be grounds for the Prime Sponsor or CIRALG to disallow all costs associated with any questioned participant.

b. The Prime Sponsor or CIRALG may notify the subcontractor or its authorized representative, upon a participant's enrollment notice, whether or not the participant will exceed a participation limit during his/her current enrollment. The subcontractor shall take appropriate action upon such notification. Appropriate action shall be construed as:

(1) Modifying the participant's termination date; or

(2) Immediate termination of the participant, if in the opinion of the subcontractor or its authorized representative no modification can be made to the participant's
current enrollment period without serious jeopardy to the participant's employability plan/program goals (see Article 16.0 (a) (1)). Immediate termination of the participant shall be required if the participant cannot be served without exceeding the maximum allowable participation limit, thus constituting an illegal enrollment.

Article 21.0 - Monitoring

a. The subcontractor shall insure that sufficient, auditable and otherwise adequate records are maintained which support the expenditures of all funds under the contract and all activities specified in all of the Exhibits attached hereto and/or incorporated by reference in Article 29.0.

b. Items to be monitored as a minimum and as applicable, include:

(a) Accuracy and consistency between the subcontractor(s) Books of Accounts and the fiscal reporting forms provided by the Prime Sponsor or CIRALG.
(b) Maintenance and accuracy of and/or time and attendance records specified.
(c) Maintenance and retention of and/or participant records.
(d) Compliance with equal employment opportunity requirements as specified.

c. Should the subcontractor observe any questionable or non-compliance activity with any condition of
this contract, he/she will document and initiate a corrective action plan to overcome the questioned compliance.

d. The subcontractor shall make such monitoring records available for review and/or duplication by the Prime Sponsor's or CIRALG's monitoring unit.

e. The Prime Sponsor or CIRALG may conduct an on-site monitoring review of the contract. The Prime Sponsor's staff will arrange such reviews, in advance, with the subcontractor and conduct its reviews in accordance with its monitoring procedures.

f. The subcontractor shall cooperate with the CIRALG monitoring effort both by assisting the monitoring staff, as may be requested, and by documenting and implementing corrective action steps taken.

Article 22.0 Close Out Procedures

The close out of a contract is the process by which the Prime Sponsor or CIRALG determines that all applicable administrative actions and all required work of the contract have been completed, or that the subcontractor has been relieved of contractual responsibility. The following procedures will be complied with during the process of close out. The contract closing period shall normally be 45 calendar days following the contract termination date.

(a) The Prime Sponsor or CIRALG shall notify each subcontractor of steps to be taken in the close out process. -16-
(b) The subcontractor shall, within forty-five (45) days following contract termination, submit to the Prime Sponsor or CIRALG all required close out documents and refund of all unused cash as well as any interest earned on any cash received from the Prime Sponsor, unless otherwise directed by CIRALG. The subcontractor shall within forty-five (45) days following contract termination, submit to CIRALG a written annual report which identifies both the progress and problems of the program.

(c) The Prime Sponsor shall forward the close out package to the subcontractor in advance of the contract expiration date. This allows the subcontractor to resolve any problems in completing the package, finalize the required reports, and meet the previously set due date for submission of the completed package to the Prime Sponsor.

(d) Any unclaimed payroll checks or other checks which have been outstanding for a period of forty-five (45) days or longer after the expiration date of the contract will be cancelled and/or stop payment order placed with the bank, as appropriate. The total amount of money from unclaimed payroll or other obligations shall be included.

Article 22.1 Allowable Costs During Close Out

The subcontractor shall be allowed reasonable and necessary costs to close its Books of Account, prepare final reports and discharge its responsibilities under the contract.
Article 23.0  Contract Coverage

This instrument, together with the Assurances and Certifications, the Request for Proposal as accepted by the Prime Sponsor and CIRALG with any modifications thereto, the applicable laws, rules and regulations of the federal government and its agencies and departments, the state and local governmental units, those documents incorporated herein by reference as well as the Exhibits attached hereto shall constitute the entire agreement between the parties and any statements, inducements or promises not contained herein shall not be binding upon said parties. This contract shall inure to the benefit of, and be binding upon said parties.

Article 24.0  Litigation

The subcontractor agrees to pay all costs including attorney's fees for both parties of any litigation arising between these parties as a result of the failure of the subcontractor to comply with the rules, regulations and standards in this contract or those incorporated herein by reference or resulting from any acts or omissions of the subcontractor. The subcontractor shall not look to and the Prime Sponsor shall not be responsible for any such costs.

No monies received under this contract from Prime Sponsor or its Administrative Entity, CIRALG, shall be used by subcontractor for the payment of attorney's fees, the costs of litigation or any other expense attendant thereto. Prime Sponsor or CIRALG's attorneys shall provide subcontractor legal services, related solely to CETA matters arising out of performances under this contract, at no charge to subcontractor. The cost of securing legal advise concerning matters other than CETA matters arising out of performances under this contract shall be the independent responsibility of subcontractor.
Article 25.0 Modification of This Contract

The Prime Sponsor or CIRALG as designated Administrative Entity, or the subcontractor may, during the duration of this contract, deem it necessary to make amendments to the provisions of this contract. Any changes to this contract, except those which result from action by the Department of Labor as specified in Article 2.1, above, and 26.2, below, which are mutually agreed upon by both CIRALG and the subcontractor, shall be incorporated into this contract through written modification signed by both CIRALG and the subcontractor. The provisions of the modification shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Expenditures which exceed budget line item amounts shall be disallowed unless otherwise provided for through amendment to this contract.

A Contract Modification Transmittal page indicating the purpose and type of modification with support pages will be required for the above amendments.

Article 26.0 Termination of Contract

If Prime Sponsor finds that a subcontractor fails to abide by the contract in any term, particular or condition or if the subcontractor has been found to have violated CETA or its
regulations, the Prime Sponsor or CIRALG must provide subcontractor with notice of performance deficiency, as well as provide a designated time period for corrective action by the subcontractor. The notice of performance deficiency and the designated time period for correction will depend upon the type and materiality of the breach or other violation as well as the corrective action required by the Prime Sponsor or CIRALG.

If the subcontractor is unable to correct such deficiency within the specified time period, the Prime Sponsor may terminate the contract in whole or in part upon a final determination that the subcontract has failed to comply with the conditions of the contract, Act or regulations. The Prime Sponsor shall promptly notify the subcontractor in writing of the determination and the reasons for the termination, together with the effective date.

The finding of any expenditures not authorized within the budgetary provisions of subcontractor's budget shall be grounds for termination of the contract if, after a notice of performance deficiency corrective action is not made. Additionally, subcontractor shall remain liable to Prime Sponsor for any costs which are later disallowed as the result of any audit. 20 CFR 676.88. In no case shall such termination be the basis for or grounds of any legal action by the subcontractor against the Prime Sponsor or CIRALG.

-20-
The Prime Sponsor or subcontractor may terminate this contract in whole, or in part, upon written agreement by both parties when the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The subcontractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Prime Sponsor shall allow full credit to the subcontractor for the Prime Sponsors' share of the non-cancellable obligations, properly incurred by the subcontractor prior to termination.

Article 26.2 Termination by Prime Sponsor

In the event the Department of Labor terminates in whole or in part its contract with the Prime Sponsor, or reduces the funding level, or if the Prime Sponsor and/or the Department of Labor mutually agree to modify the Central Iowa Employment and Training Plan before the expiration date of this agreement, and by so doing makes necessary the termination of this Agreement, the Prime Sponsor shall provide the subcontractor(s) with thirty (30) days written notice by registered mail. The Prime Sponsor agrees to negotiate fair and reasonable closing out costs, including but not limited to accrued vacation of subcontractor employees, moving costs, restoring facilities, etc.

Article 26.3 Rights in Incompleted Products

In the event the contract is terminated, all finished or unfinished documents, data, reports or other material prepared by the subcontractor under this contract shall become the Prime Sponsor's property, and the subcontractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Article 27.0 Term of Agreement

The subcontractor, commencing on the effective date of this agreement, will comply with the functions, duties and responsibilities incorporated into this agreement and subsequent revisions and modifications as negotiated with the Prime Sponsor. The subcontractor, commencing on the effective date of this agreement, shall also comply with the functions, duties, and responsibilities incorporated into the Agreement, the General Assurances and Certifications, as attached here to as Exhibit 4 and subsequent revisions and modifications thereto, as negotiated between the Prime Sponsor with the Department of Labor. The responsibilities of the subcontractor, as outlined, shall be completed by not later than the end of this agreement, September 30, 1981 unless otherwise agreed by the parties.

This agreement covers the entire understanding between the parties hereto. No oral or written representation, rules, regulations or understandings not herein provided or not incorporated herein by reference are of any force and effect upon any party hereto.

Article 28.0 Effective Dates

This agreement shall remain in full force and effect from October 1, 1980, and continue in effect to September 30, 1981.
Article 29.0 Incorporation by Reference

There is hereby incorporated by reference into the terms, conditions and contents of this contract the following additional documents as though the same were fully set forth herein:

FY 1981 CETA Request for Proposal
FMC 74.7 Amendment G. Exhibit 6
41 CFR 29-70.201-2 (Administrative Standards DOL Grants & Agreements) Exhibit 7

PASSED AND APPROVED as of the day and date first above written.

[Signatures]

De Soto County Area
Community College
BY Eldon Leonard, Bo Lee
Charles N. Neveug, Bo Lee

12 January 1980
Date

CENTRAL IOWA REGIONAL
ASSOCIATION OF LOCAL
GOVERNMENTS

BY

Executive Director

CONSORTIUM BOARD

By

Chairman

Date

-23-
MEMORANDUM OF UNDERSTANDING

It is hereby agreed and understood by the undersigned parties that their agreement, dated October 1, 1980 (signed January, 1981) is clarified and/or explained as follows:

1. Not every clause of the contract applies to Des Moines Area Community College (hereinafter DMACC).

2. DMACC is preparing an affirmative action plan but does not have one in place at this time.

3. DMACC may secure Central Iowa Association of Local Governments’ (hereinafter (CIRALG) approval of a proposed contract for a new employee under this agreement by telephone.

4. Work records for DMACC employees for whom CIRALG will reimburse DMACC may be maintained on an "exception reporting" basis.

5. The requirements of FY1981 CETA Request for Proposal are not, in all instances, a part of this agreement with respect to, but not by way of limitation, standards of achievement.

6. DMACC does not agree to achieve a performance standard of 80% as indicated on Exhibit 1 of the agreement, but does agree to negotiate in good faith with CIRALG for a lesser performance standard.

7. In the event that DMACC incurs legal expenses in conjunction with requirements of sections 3 (bb) and (cc), Exhibit 4, Assurances and Certifications, CIRALG will reimburse those expenses provided DMACC has consulted with CIRALG before any such expenses are incurred.

8. Terms and conditions of DMACC's master contract with employees is a part of this agreement.

9. DMACC may implement the financial accounting required by CIRALG within its present accounting system.

Dated this 12th day of January, 1981.

CENTRAL IOWA ASSOCIATION OF LOCAL GOVERNMENTS

DES MOINES AREA COMMUNITY COLLEGE

"An Equal Opportunity Employer"
EXHIBIT 1

DES MOINES AREA COMMUNITY COLLEGE

GENERAL WORK STATEMENT

The Des Moines Area Community College has subcontracted with CIRALG to provide vocational training for those individuals who qualify for employment and training service. This training will occur in facilities of the Des Moines Area Community College and/or, the old Dowling High School at 10th and College, Des Moines, Iowa.

The DMACC CETA funded class-size programs provide for continuous slot fulfillment via an open-entry, open-exit concept. Students will be accepted into the various occupational training areas approximately every other week based on availability of slots. A student may complete his/her training at any time, although each training area has an average expected training period. The length of time allowed to complete the skill program may be extended as needed and approved by the referring agency, in order to meet the individual's employability plan. Upon successful completion of a training program, each student will be awarded a certificate stating the DOT level of competency. Awarding a student a certificate at a level less than the DOT should only occur in the event the individual leaves training to take a training-related job.

Each program shall be structured for five or six hours per day of laboratory activities as related to the training area. One to two hours per day is to be devoted to related technical or theoretical instruction, or adult basic education instruction, i.e., remedial reading, math, English. The major emphasis is on developing skills to enter the labor market. All instructional activities shall be structured to relate to future employment opportunities. Classes shall be limited for the most
part, to a maximum of 15 students, with an average student-teacher ratio of approximately 12 to 1.

Student performance shall be evaluated on the basis of satisfactorily attaining the competencies for the occupational area.

Students shall be formally evaluated on a bi-weekly basis. The evaluation form shall be reviewed with the student and copies distributed to the student, DMACC central administrative office and the student's referring agency generalist. Daily informational evaluations will be given to provide the student with directions needed to advance in training.

The Des Moines Area Community College shall assist students in obtaining full-time unsubsidized employment through efforts of each program instructor and the DMACC placement office. These efforts will be coordinated with Job Service of Iowa and the referring agency counselor. Placement procedures will be initiated when the student is judged by the program instructor and the referring agency counselor to be employable.

It is the responsibility of the referral agency for recruitment, assessment and evaluation, support services, stipend payment and travel allowances and job placement of all students referred and enrolled in class-size programs. The number of open-training slots in any given occupational area will determine the maximum number of referrals into that particular area for each scheduled intake date (see attached calendar).

The Des Moines Area Community College shall provide for a pre-admission site visit requirement for potential class-size participants. This activity will allow clients to examine the facilities, review the curriculum and program on instruction and familiarize themselves with program staff.

Those students who do not demonstrate desire, ability and aptitude for the program will be referred back to the referring agency within ten (10) working days after initial enrollment. DMACC program instructors and the referring agency counseling
staff will work with students and monitor each student's progress throughout
the program. College personnel will notify the referring agency and CIRALG
Contract Management Unit if a student is suspect of attending classes through
fraudulent efforts or misrepresentation of facts.

The Des Moines Area Community College has the right to suspend students from
programs in accordance with college student suspension policies. Students whose
conduct fails to meet reasonable standards, who demonstrate excessive absence,
or who fail to make normal educational progress may be suspended. Whenever possible,
problems with specific students will be discussed with the responsible referring
agency prior to the suspension action, thus permitting a remedial course of action
to be followed prior to suspension. In each suspension incident, a full report
shall be submitted by the College to the client's referring agency.
PROGRAM CHARACTERISTICS

<table>
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<th>Training Area</th>
<th>Hours/Week in Training</th>
<th>Approximate Number of Weeks to complete Prog.</th>
<th>Total Hours Training Time</th>
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The time of day during which instruction activities will occur may vary with the location of the program. Whenever possible, the training will occur between the hours of 7:00 a.m. and 6:00 p.m. The Des Moines Area Community College reserves the right to schedule afternoon and evening classes when day-time sessions cannot be accommodated.

STUDENT ENROLLMENT LEVELS

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<th>Program</th>
<th>RFP Maximum</th>
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<th>Estimated Total Number Served</th>
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Based on the total number of individuals served, the estimated terminations, completions and placement information is presented in the following Projected Participant Service Schedule chart.

### PERFORMANCE STANDARDS

#### PROJECT PARTICIPANT SERVICE SCHEDULE

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<th>Area</th>
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<th>Completion Rate</th>
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**DESMOINES AR^COMMUNITY COLLEGE**  
**CETA CLASS-SIZE PROGRAMS**  
**1980/81 CALENDAR**  
**FY-81**

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**LEGEND**

- □ Holiday
- □ Vacation
- ○ In-Service
- ◆ New Student Intake

**HOLIDAYS**

- Nov. 27 & 28 - - - - Thanksgiving
- Dec. 25 & 26 - - - - Christmas
- Jan. 1 - - - - - - New Years Day
- Apr. 17 - - - - - - Easter
- May 25 - - - - - - Memorial Day
- July 3 - - - - - - Independence Day
- Sept. 7 - - - - - - Labor Day

**LAST DATE FOR PROGRAM ENROLLMENT**

- Building Maintenance - - - - May 11, 1981
- Business Occupations
  - Administrative Clerk - - - - April 13, 1981
  - Bookkeeper - - - - - - March 16, 1981
- Copy Reproduction - - - - - May 11, 1981
- Welding - - - - - - July 6, 1981
The Des Moines Area Community College has subcontracted with CIRALG, as Administrative Entity for Central Iowa Employment and Training Consortium, to provide vocational training for those individuals who qualify for CETA employment and training services. The following performance standards shall be maintained throughout the contract period.

1. Service provider/DMACC shall maintain a minimum completion rate of 80%. This is defined as:
   \[
   \text{number completing DMACC class-size program} \over \text{total number enrolled in class-size program}
   \]

2. Service provider/DMACC shall maintain a minimum training-related entered employment rate of 65%. This rate is defined as:
   \[
   \text{number entering training related employment} \over \text{number terminations}
   \]

3. Service provider/DMACC shall maintain a maximum non-completion rate of 20%. This rate is defined as:
   \[
   \text{number non-completions} \over \text{number terminated}
   \]

   Non-completion shall be defined as those individuals who did not complete the training program or receive a certificate for a specified DOT level.

4. Service provider/DMACC shall provide a weekly enrollment and referral report to the CIRALG MIS and Contract Management Units, and each of the intake, adult and youth service units. The report categories shall include:
   a. AREA (each of the CETA classroom training classes - building maintenance, administrative clerk, bookkeeper I, combination welding, copy reproduction - and totals)
   b. Number of slots (each of the CETA classroom training levels - 15 for building maintenance, 15 for administrative clerk, 15 for bookkeeper I, 15 for welding, 10 for copy reproduction - and total 70)
c. Number filled (columns for each subcontractor - ICMS, EARDA, 2nd Start, Proteus - and total)
d. Number waiting (columns for each subcontractor as shown in (c) and total)

This report shall be due at CIRALG by the Wednesday following each report period, unless there is a Monday and/or Tuesday holiday in the reporting week. In such case, the report shall be due at CIRALG by the third (3rd) working day of the reporting week.

5. Service provider/DMACC shall provide a monthly statistical report to the CIRALG MIS Unit. The report categories shall include:

a. Summary section showing all classroom training classes and these columns:
   1. Enrollment last report
   2. New entrants this month
   3. Exits this month
   4. L-O-B (left-on-board)
   5. Male L-O-B
   6. Female L-O-B

b. Section showing persons who are "New entrants this month" and "Exits this month"
   1. Name
   2. Class
   3. For exits only, a (+) for completion or a (-) for dropper.

The monthly report shall be due to MIS by the fifth (5th) working day following each report month.
6. Service provider/DMACC shall report to CIRALG and all referring agencies DMACC placement activities on behalf of CETA class-size participants on a quarterly basis.

7. Service provider/DMACC shall to the greatest extent possible, use BEOG funds as applicable in order to defray the costs of the contract. Adequate records shall be maintained on acquisitions and utilization of these dollars.

8. Service provider/DMACC shall use existing inventories of supplies and materials purchased under the FY '81 contract with CIRALG for the benefit of CETA participants only. Use of such supplies and materials by non-CETA personnel must be approved in advance and in writing by CIRALG.

9. Service provider/DMACC shall record all students' actual hours of class participation for purposes of allowance payments, and forward these timesheets to the designated pay agent as scheduled.

10. Services generated through this agreement shall be available only to participants residing in the CIRALG eight (8) county service area.

11. Service provider/DMACC shall adhere to the following attendance policy: five (5) consecutive days of unexcused absence constitute dismissal from program.

12. Service provider/DMACC shall ensure that cost reimbursement reports are submitted to the CIRALG Contract Management Unit on a monthly basis. These reports will reflect line item expenditures by funding source: The Central Iowa Regional Association of Local Governments, as the Administrative Arm of the Central Iowa Employment and Training Consortium, and the Department of Public Instruction.
13. Monthly management meetings shall be scheduled on a regular basis with representatives of DMACC, CIRALG, ICMS, EARDA, SELF, and other agencies who have responsibilities for client services. The purpose of the meetings will be to review progress under the contract and to make the adjustments necessary to achieve contract goals.
### REQUEST FOR FUNDS

**Subcontractor's Name and Address**

Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, Iowa 50021

**Federal Agency**

CIRALG

**Contract No.**


**Grant Period**

From 10-01-80  
To 09-30-81

**Report Period**

From  
To

### EXHIBIT 3

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<tr>
<th>COST CATEGORY</th>
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<th>Accumulated Costs</th>
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Subtotal Administration 40,588 14,713 25,875

### ALLOWANCES

Subtotal Allowances

### WAGES

Subtotal Wages

### FRINGES

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Computation of Amount of Advance/Reimbursement Requested

a. Total program outlays to date
   $0
b. Less: Cumulative program income
   $0
c. Net program outlays
   $0
d. Estimated outlays for advance period
   $0
e. Total (sum of line c & d)
   $0
f. Payments previously requested
   $0
g. Payment now request (line e minus line f)
   $0

Remarks:

CERTIFICATION: I certify that to the best of my knowledge and belief that this report is correct and complete and that all estimates and reports submitted are for the purposes set forth in the grant agreement.

NAME

TITLE

PHONE NO.

SIGNATURE

DATE SUBMITTED
ASSURANCES AND CERTIFICATIONS

General Assurances

1. The subcontractor assures and certifies that:
   a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) Amendments of 1978, hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and:
   b. It will comply with OMB Circular A-95 and A-102 as applicable.

2. The subcontractor further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or notify the prime sponsor within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the prime sponsor may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the subcontractor makes the following further assurances and certifications:
   a. It possesses legal authority to participate in this subcontract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subcontractor's governing body, authorizing participation in this subcontract, including all terms and conditions of the RFP and this subcontract, and directing and authorizing the person identified as the subcontractor's official representative to do all acts necessary to execute the subcontract to conform to the terms and conditions of the subcontract after execution and to do all other things which may be required by the Prime Sponsor from time to time hereafter.
   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of the Act no person in the United States shall on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the contractor receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
ASSURANCES AND CERTIFICATIONS

c. It will comply with Title VI of the Civil Rights Act of 1964, (42-USC 2000d) prohibiting employment discrimination where (1) the primary purpose of the subcontract is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the subcontractual activity.

d. No person with responsibilities in operation of the subcontract will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs.

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirement that no program under the Act shall involve political activities.

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

i. It will give the Department of Labor, the Comptroller General, and the prime sponsor through any authorized representative, the access to and the right to examine all records, books, papers, or documents of subcontractor related to the subcontract immediately upon request.
ASSURANCES AND CERTIFICATIONS

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is for religious instruction or worship.

k. It will ensure compliance with Federal and State OSHA laws and regulations and all other health and safety statues, regulations, ordinances or codes for the protection of all program participants.

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant.

m. The program will not result in the displacement of employed workers or impair existing subcontracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.

n. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation.

o. Training and related services will, to the extent practicable, be consistent with every participant's fullest capabilities and lead to unsubsidized employment opportunities which will enable participants to become economically self-sufficient.

p. Institutional skill training and training on the job shall be for occupations in which the prime sponsor has determined there reasonable expectation for employment.

q. CETA funds under the subcontract will, to the extent practicable, be used to supplement rather than supplant, funding that is otherwise available for the planning and administration of similar programs the subcontractor has with any other government or agency under other contracts.
ASSURANCES AND CERTIFICATIONS

r. It will submit reports as required by the prime sponsor and will maintain records and provide access to them as necessary for the prime sponsor's review to assure that funds are being expended in accordance with the purposes and provisions of the subcontract including the maintenance of records to assist the prime sponsor in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities.

s. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants.

t. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other internal policies and standards as may be necessary to promote the effective use of funds.

u. If the subcontract serves youth, the program makes appropriate provision for the manpower needs of youth in the area served.

v. If the subcontract is for on-the-job training, individuals receiving the training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6 (a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum law.

w. If the subcontract is for public service employment, persons employed in public service jobs shall be paid wages which shall not be lower that whichever is the highest of (1) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, Section 6 (a)(1) of such title applies to the participant and if he were not exempt under Section 13 thereof, (2) the State of local minimum wage for the most nearly comparable covered employment, or (3) the prevailing rates of pay for persons employed in similar public occupations by the same employer.
ASSURANCES AND CERTIFICATIONS

x. It will comply with the labor standards requirements set out in Section 125 of the Act.

y. Services and activities provided under this subcontract will be administered by the subcontractor, its agents, and employees, or under its supervision if prime sponsor permits subcontractor to further subcontract its duties and responsibilities under the subcontract.

z. No funds made available under this subcontract shall be used for lobbying activities in violation of 18 USCA 1913.

aa. The subcontractor will comply with the provisions of the Clean Air Act and Federal Water Pollution Control, as applicable.

bb. Any and all reports, information, data, findings, etc., given to the subcontractor, prepared, or assembled by the subcontractor, under this subcontract shall not be made available to any individual or organization by the subcontractor, prior to the completion of this subcontract in its entirety, without advance written approval of such prior release by the prime sponsor. Unless otherwise stated in the General Provisions of the subcontract, the subcontractor may release reports, information, etc., upon completion of the subcontract without written approval by the prime sponsor.

cc. The subcontractor must maintain the confidentiality of any information regarding applicants, subcontract participants or their immediate families that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports for public agencies or counselors, or any other source which may be required by state or federal law. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the subcontract, to persons having responsibilities under the subcontract, including those furnishing services to the subcontract, and to governmental authorities to the extent necessary for the proper administration of the subcontract. (See P.L. 95-524 Section 133.)
ASSURANCES AND CERTIFICATIONS

dd. No material or product produced in whole or in part under this subcontract shall be subject to patent or copyright by the subcontractor in the United States or in any other country.

e e. No officer, employee or agent of the subcontractor shall solicit or accept gratuities, favors or any thing of monetary value from any supplier or potential supplier of goods or services under this subcontract.

ff. The subcontractor shall assume responsibility and liability for collection, reporting, and payment of all applicable payroll taxes on all subcontract employees.

g g. The subcontractor shall provide personal property as required by the prime sponsor for use by staff performing services according to the Contract Statement of Work. All property procurements with a unit value of fifty dollars ($50.00) or more must be approved in advance by the prime sponsor. The subcontractor shall request approval using forms provided by the prime sponsor.

hh. No subcontractor shall hire a person in an administrative capacity, staff position, or public service employment position funded under the subcontract if a member of his or her immediate family is employed in an administrative capacity by the prime sponsor. For purposes of this section the CETA definition of "nepotism" shall apply. CFR 676.66.

ii. All buildings, temporary or permanent, and their site facilities, leased or rented with this prime sponsor's CETA funds, intended for use by the general public, shall be accessible to, and functional for, the physically handicapped, to, through, and within their doors, without loss of function, space of facility where the general public is concerned. All leases shall have approval of the prime sponsor prior to execution.

jj. Any subcontractor administering a youth employment activity funded under the Act shall comply with applicable Federal, State or local child labor laws including the Hazardous Occupation Order issued pursuant to the Fair Labor Standards Act and set forth at 29 CFR 570.5 et. seq. with respect to the employment of youth under 18.
ASSURANCES AND CERTIFICATIONS

kk. The subcontractor shall insure that no fees are charged to a person provided services under this subcontract for any of the following conditions, as applicable to this subcontract:

Payment of a fee to place a participant in a training or employment program funded under this CETA law, or payment of a fee to a private placement agency or other such organization to place or refer any individual into or out of any training or employment program funded under the CETA law.

However, nothing in this section shall be interpreted as prohibiting the subcontractor from entering into an agreement with another party, for the purpose of obtaining outreach, recruitment and/or intake services specified as part of the services to be provided under this subcontract, provided that persons served or employed under this contract are not charged a fee for these services.

ll. The subcontractor shall insure that no funds under this subcontract are used in any way to either promote or oppose unionization, and no participant shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.

mm. No participant in Work Experience or Public Service Employment provided services under this subcontract may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the subcontract period, participants in affected positions must either be relocated to positions not affected by the dispute, or be suspended through administrative leave or other means. The subcontractor shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.
ASSURANCES AND CERTIFICATIONS

No participant shall be referred to or placed in an on-the-job training position funded under the CETA law, which is affected by a labor dispute involving a work stoppage. Further, no payments may be made to any employer for the training and employment of participants in on-the-job training during periods of work stoppage.

The subcontractor also certifies that the information in the subcontract is correct to the best of his knowledge and belief.

Exception to Assurances and Certifications 3ii - Accessibility to Facilities. Per agreement between DMACC and CIRALG in a meeting on September 15, 1980, the Assurances and Certifications can be accepted as stated in a letter dated Sept. 4, 1980.

Legal Name of Subcontractor Organization

DES MOINES AREA COMMUNITY COLLEGE
2006 South Ankeny Boulevard
Ankeny, Iowa 50021

Address

Signature of Authorized Representative

Paul Lowery, President
Typed Name & Title of Authorized Representative

15 January 1981
Date
September 4, 1980

Mr. Gary Evans, Executive Director
CIRALG
1055 6th Avenue
Des Moines, IA 50309

Dear Mr. Evans:

The Des Moines Area Community College "Proposal for Class Size Vocational and Occupational Training" addressed 1) the inaccessibility of the 1000 College facility for the physically handicapped and 2) difficulties in implementing CIRALG's financial management system.

The uncertainty of funding for the programs occupying this leased facility discourages both the lesor or leasee from committing funds to make the building accessible to the handicapped. The College will make a commitment to serve those physically handicapped individuals who qualify for CETA funding and are interested in the business occupations program at the East Branch facility (East 5th Street) or at the Urban Campus (1100 7th Street). The program at both of these sites have a variety of offerings that would provide the student(s) with the opportunity to develop desired skills.

The Des Moines Area Community College operates a state mandated uniform accounting system, granted under Iowa Code. These uniform accounting principles are reflected in the Board approved Des Moines Area Community College Business Management Procedures. Our perception of the first alternative presents exceptions to established College and state policies and procedures. DMACC has used their accounting system for a number of years with all its financial matters including our fiscal arrangement with CIRALG. Our accounting and business practices has been acceptable to all audits. Therefore, the Des Moines Area Community College unequivocally would fulfill the sound financial practices that CIRALG and Department of Labor require.

"An Equal Opportunity Employer"
<table>
<thead>
<tr>
<th>COST CATEGORY</th>
<th>CETA II-B BUDGET</th>
<th>Dollars Expended Current Mo.</th>
<th>Dollars Expended Year-to-date</th>
<th>DPI BUDGET</th>
<th>Dollars Expended Current Mo.</th>
<th>Dollars Expended Year-to-date</th>
<th>TOTAL BUDGET</th>
<th>Dollars Expended Current Mo.</th>
<th>Dollars Expended Year-to-date</th>
</tr>
</thead>
</table>

Central Iowa Regional Association of Local Governments
104 1/2 Locust
Des Moines, IA 50309

Contract Number

Contract Period

Reporting Period

Administration:
| COST CATEGORY | CETA 11-B Budget | Dollars Expended Current Mo. | Dollars Expended Year-to-date
|---------------|-----------------|------------------------------|-----------------------------
| Training      |                 |                              |                             |
TOTAL PROGRAM COSTS

REMARKS:

CERTIFICATION: I certify that to the best of my knowledge this is true in all respects and that all disbursements have been made for the purposes and conditions of the grant.

Typed Name of Program Director
Typed Name of Accountant

Signature Date
Signature Date
Historically educators have had the opportunity to negotiate with publishing firms for the sale of written materials produced by the instructor. Any royalties or other considerations were paid directly to the negotiator. The college's involvement in the process was minimal, usually limited to office space and possibly a typewriter or copying machine.

The production of nonprint materials for instruction is a different situation from the writing of print materials. Production facilities for nonprint materials are expensive to acquire and maintain. Special skills and knowledge are often required to produce a product which is marketable. Private producers who have the equipment and skills are hesitant to take the risk of producing for an instructor an item that does not have a large potential market.

What this basically means is that an instructor who has an idea for a nonprint production, and is willing to put forth the effort to bring it about, does not have the same opportunity to be rewarded for his/her knowledge and effort in the same manner as an individual who authors a book. Thus, education is rewarding the traditional while frustrating the person who wants to contribute to his/her field through the technology that is currently available to improve learning.

As a move to provide an incentive for our Instructional personnel to put forth the extra effort required to produce quality materials needed to improve educational opportunities for our students I would like you to consider for adoption the attached Agreement for Payment for Participation in Developing Materials. This agreement was originally proposed by the Media Services division and has been modified to include suggestions made by Charles Wright, Carroll Bennett, and several faculty members.

If you have any questions I would be pleased to have an opportunity to discuss them.

cc: Carroll Bennett
    Charles Wright

Attachment
AGREEMENT FOR PAYMENT
FOR PARTICIPATION IN DEVELOPING MATERIALS

IT IS AGREED by and between Des Moines Area Community College (hereinafter DMACC) and (hereinafter FACULTY) that for the development of (hereinafter MATERIALS) that payment to FACULTY by DMACC will be made under Terms and Conditions listed below.

TERMS AND CONDITIONS:

1. DMACC will establish the cost of producing the MATERIALS to be sold under this agreement and may modify the established cost during the term of this agreement.
2. DMACC will establish the selling price of MATERIALS to be sold under this agreement and may modify the established selling price during the terms of this agreement.
3. DMACC will establish the net from which payments to FACULTY are to be made.
4. DMACC will be responsible for distributing MATERIALS produced under this agreement and retains the right to assign distribution and marketing rights to a third party.
5. DMACC will pay FACULTY from receipts of MATERIALS sold on a schedule as follows:
   - Providing the idea and references 10% of the net
   - Doing a task analysis video or audio tape, an outline of the subject or first draft script 20% of the net
   - Doing rewriting to provide the final script 10% of the net
   - Being "on camera" or "on mic" talent for audio or video projects 20% of the net
6. DMACC shall be the sole and exclusive holder of any copyright and/or patent on said MATERIALS and retains the right to assign said copyright and/or patent.
7. MATERIALS are considered complete and ready for sale at such time as they are utilized in the DMACC institutional program.
8. Withdrawal and/or modification of MATERIALS will be by mutual agreement between DMACC and FACULTY. This agreement shall remain in force until said withdrawal.
9. FACULTY may inspect the records of sale and distribution of MATERIALS in the office of the Dean of Media.
10. Pay to FACULTY will be distributed quarterly if it (pay) is at least $100. In the event pay is less than $100 it (pay) will be distributed annually.
11. DMACC reserves the use of MATERIAL by its staff in DMACC courses and activities through DMACC media distribution.
12. The singular form of a word shall include the plural form and vice versa.

Dated this _____ day of ___________________, 198__.
For Des Moines Area Community College: For Faculty:

____________________________________________________

Subscribed and sworn to before me this _____ day of ___________________, 198__.

Notary Public in and for __________ County
RESOLUTION

To Increase Tuition Effective Spring Quarter, 1981

WHEREAS, Des Moines Area Community College (hereinafter DMACC) has received notification from State of Iowa officials indicating that DMACC can expect approximately $400,000 less in funding from the State than was anticipated at the time the current (FY81) budget was certified, and

WHEREAS, expenditures for the current fiscal year (FY81) are currently projected to exceed currently projected income thereby causing the currently projected fund equity on 30 June 1981 to be considerably less than the Board of Directors deems advisable, then, therefore,

BE IT RESOLVED THAT the Board of Directors of DMACC does increase the Arts and Science and Career Education tuition to $17.50 per credit hour with students to be charged for the number of credits they are taking up to and including twelve (12) credits and Adult Education Short Course tuition is increased to $1.20 per hour and, Adult High School Diploma Program tuition is increased to $30.00 per course; each and all of said new tuition rates to become effective with the Spring Quarter, 1981.

Dated this 12th day of January 1981.

Eldon Leonard, President

Charles Wright, Secretary
CLAIMS & ACCOUNTS

The claims and accounts are on file in the office of the Secretary to the Board of Directors for one year from the date of meeting. At that time they are delivered to the Controller and kept in the Controller's office.