

Des Moines Area Community College

## Open SPACE @ DMACC

---

Board of Directors Meeting Minutes

---

12-8-2014

### **Board of Directors Meeting Minutes (December 8, 2014)**

DMACC

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

---

DES MOINES AREA COMMUNITY COLLEGE

**Board of Directors Retreat**  
DMACC Ankeny Campus; Building 22 Conference Room  
2006 S Ankeny Boulevard; Ankeny, Iowa

December 8, 2014

**AGENDA**

- 11:00 am            Holiday Open House; Lakeview Inn, Building 7
- 12:30 pm            Call to Order; Building 22 Conference Room
- Approve Agenda
- A. Review and Status Update of the 20 ¼ Proposed Projects for each campus
- B. Update on the Status of the DMACC Strategic Plan
- C. Update on "DMACC Delivers" Fundraising Campaign
- 2:30 p.m.            Closed Session
- 3:45 p.m.            Adjourn

Board of Directors  
Des Moines Area Community College

BOARD RETREAT  
December 8, 2014

A special meeting of the Des Moines Area Community College Board of Directors was held in the conference room in Building 22 on DMACC's Ankeny campus on December 8, 2014. Board Chair Joe Pugel called the meeting to order at 12:30 p.m.

ROLL CALL

Members present: Felix Gallagher, Kevin Halterman, Jim Knott, Cheryl Langston, Joe Pugel, Wayne Rouse, *\*Madelyn Tursi*.

Members absent: Fred Buie, Carl Metzger.

Others present: Robert Denson, President/CEO; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer; Kim Linduska, Executive Vice President, Academic Affairs, Greg Martin, VP, Business Services; and Breck Danner, Associate Director, Foundation.

CONSIDERATION OF AGENDA

Rouse moved; seconded by Gallagher to approve the agenda. Motion passed unanimously. Aye-Gallagher, Halterman, Knott, Langston, Pugel, Rouse. Nay-none.

20-¼ PROPOSED PROJECTS

Rob Denson provided a status update on the 20-¼ proposed projects for each campus.

*\*Tursi arrives at 1:55 p.m.*

DMACC STRATEGIC PLAN

Kim Linduska and Joe DeHart presented an update on the status of DMACC's Strategic Plan.

DMACC DELIVERS FUNDRAISING  
CAMPAIGN

Breck Danner reviewed plans for the DMACC Delivers Fundraising campaign.

CLOSED SESSION FOR  
PRESIDENT'S EVALUATION

Langston moved; seconded by Tursi to hold a closed session as provided in Section 21.5(1)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. There is a written request for the Closed Session on file.

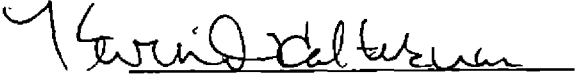
Motion passed on a roll call vote. Aye-Gallagher, Halterman, Knott, Langston, Pugel, Rouse, Tursi. Nay-none.

TURN TO OPEN SESSION

The Board returned to open session at 3:35 p.m. An audio recording of the closed session has been placed in the lock box at Community State Bank.

ADJOURN

Knott moved; seconded by Rouse to adjourn the meeting. Motion passed unanimously and at 3:37 p.m. Board Chair Joe Pugel adjourned the meeting. Aye-Gallagher, Halterman, Knott, Langston, Pugel, Rouse, Tursi. Nay-none.

  
\_\_\_\_\_  
JOE PUGEL, Board Chair

  
\_\_\_\_\_  
CAROLYN FARLOW, Board Secretary

Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
December 8, 2014 – 4:00 p.m.

Eldon Leonard Boardroom; DMACC Ankeny Campus  
2006 South Ankeny Boulevard; Ankeny, Iowa

## AGENDA

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: John Parish and Matt Breaux; Follett Bookstore  
Carolyn Farlow; Special Projects Coordinator
6. Consent Items.
  - a. Consideration of minutes from November 10, 2014 Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
7. Board Report 14-130. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under Chapter 260C, Code of Iowa, for **The Grand Opening Store, LLC.**
8. Board Report 14-131. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under Chapter 260C, Code of Iowa, for **Pella Security Products, Inc.**
9. Board Report 14-132. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under Chapter 260C, Code of Iowa, for **JBL Appliance Service, Inc. dba Westside Appliance Parts and Service Center, Inc.**
10. Board Report 14-133. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F, Code of Iowa, for Employee and Family Resources, Inc.**

11. Board Report 14-134. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **H.S. Medical Billing Services, Inc.**
12. Board Report 14-135. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **SPAL-USA, Inc. Project #3.**
13. Board Report 14-136. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **MJM Holdings, Inc. dba Speck USA, Inc. Project #3.**
14. Board Report 14-137. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Continuous Control Solutions, LLC Project #2.**
15. Board Report 14-138. DMACC Boone Campus Civil Engineering Technology/DOT Addition.
16. Presentation of Financial Report.
17. President's Report.
18. Committee Reports.
19. Board Members' Reports.
20. Information Items:
  - December 9 – West Campus Fall Graduation; 5:00 p.m.
  - December 10 – Ankeny Campus Fall Graduation; 6:00 p.m.
  - December 11 – Boone Campus Fall Graduation; 5:00 p.m.
  - December 12 – Urban Campus Fall Graduation; 5:30 p.m.
  - December 25, 2014 – January 3, 2014 – All campuses closed for holiday.
  - January 12, 2015 – Telephonic Board Meeting; 4:00 p.m. (if needed)
  - January 19, 2015 – College closed for holiday.
21. Adjourn.

**Board of Directors  
Des Moines Area Community College**

**BOARD MEETING  
December 8, 2014**

The regular meeting of the Des Moines Area Community College Board of Directors was held in the Eldon Leonard Boardroom at the Ankeny campus on December 8, 2014. Board Chair Joe Pugel called the meeting to order at 4:02 p.m.

**ROLL CALL**

Members present: Fred Buie, Felix Gallagher, Kevin Halterman, Jim Knott, Cheryl Langston, Carl Metzger, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer; faculty and staff.

**APPROVE AGENDA**

Rouse moved; seconded by Tursi to approve the agenda. Motion passed unanimously. Aye-Buie, Gallagher, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

**PUBLIC COMMENTS**

None.

**PRESENTATIONS**

Carolyn Farlow, Special Projects Coordinator, provided a brief overview of FY14 Workforce Training and Economic Development (WTED) results at the college. She introduced our Pathway navigators: Lori Card, Silas Hanneman, Andrea Jensen, Susan Mixdorf, Megan Patton and Teresa Tripp; then the following students explained how WTED funding helped them to be successful at DMACC: Chloe Rudison, David Day, Adam Burke and Matt McMillan.

John Parish, Bookstore Regional Manager, reviewed Follett Bookstore's annual report.

**CONSENT ITEMS**

Halterman moved; seconded by Tursi to approve the consent items: a) Minutes from the November 10, 2014 Regular Board Meeting; b) Human Resources report and Addendum (Attachment #1); and c) Payables (Attachment #2).

Motion passed unanimously. Aye-Buie, Gallagher, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

**APPROVE TRAINING OR  
RETRAINING AGREEMENTS**

Tursi moved; seconded by Rouse to approve Items #7-14 as one consent item. Motion passed on a roll call vote. Aye-Buie, Gallagher, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none. Exception: Board member Fred Buie abstained from the vote on Board Report 14-133 for Employee and Family Resources, Inc.

*The Grand Opening Store,  
LLC*

Board Report 14-130. Attachment #3. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **The Grand Opening Store, LLC**.

*Pella Security Products, Inc.*

Board Report 14-131. Attachment #4. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Pella Security Products, Inc.**

*JBL Appliance Service, Inc.  
dba Westside Appliance  
Parts and Service Center,  
Inc.*

Board Report 14-132. Attachment #5. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **JBL Appliance Service, Inc. dba Westside Appliance Parts and Service Center, Inc.**

*Employee and Family  
Resources, Inc.*

Board Report 14-133. Attachment #6. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Employee and Family Resources, Inc.**

*H.S. Medical Billing Services,  
Inc.*

Board Report 14-134. Attachment #7. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **H.S. Medical Billing Services, Inc.**

*SPAL-USA, Inc. Project #3*

Board Report 14-135. Attachment #8. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **SPAL-USA, Inc. Project #3**.

*MJM Holdings, Inc. dba  
Speck USA, Inc. Project #3*

Board Report 14-136. Attachment #9. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **MJM Holdings, Inc. dba Speck USA, Inc. Project #3**.

*Continuous Control  
Solutions, LLC Project #2*

Board Report 14-137. Attachment #10. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Continuous Control Solutions, LLC Project #2**.

*DMACC BOONE CAMPUS  
CIVIL ENGINEERING  
TECHNOLOGY/  
DOT ADDITION*

Board Report 14-138. Attachment #11. Rouse moved; seconded by Langston recommending that the Board adopt a resolution adopting the proposed plans and specifications and form of contract and estimated costs for the DMACC Boone Campus Civil Engineering Technology/DOT Addition, setting the Public Hearing date as February 9, 2014 and setting February 3, 2014 as the date for receipt of bids.



Motion passed on a roll call vote. Aye-Buie, Gallagher, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

FINANCIAL REPORT

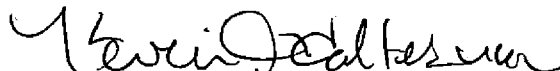
Greg Martin, Vice President of Business Services, presented the November 2014 Financial Report as seen in Attachment #12 to these minutes.

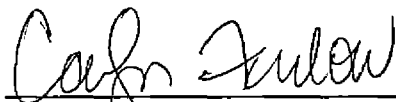
COMMITTEE REPORTS

None.

ADJOURN

Rouse moved; seconded by Tursi to adjourn. Motion passed unanimously and at 5:20 p.m. Board Chair Pugel adjourned the meeting. Aye-Buie, Gallagher, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

  
JOE PUGEL, Board Chair

  
CAROLYN FARLOW, Board Secretary



**BOARD REPORT**  
To the Board of Directors of  
Des Moines Area Community College

Date: December 8, 2014  
Page: 1

AGENDA ITEM Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

- 1. Cox, Eric  
Instructor, Welding  
Southridge  
9 Month Position  
Annual Salary: \$55, 745  
Effective: January 7, 2015  
Continuing Contract

RECOMMENDATION

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

Addendum Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. **Julius, Matthew**  
Instructor, Computer Science  
Ankeny Campus  
9 Month Position  
Annual Salary: \$54,189  
Effective: January 5, 2015  
Continuing Contract

II. Early Retirement

1. **Bell, Deborah**  
Professor, Dental Assistant  
Ankeny Campus  
Effective: July 1, 2015
2. **Booth, Connie**  
Professor, Nursing  
Boone Campus  
Effective: July 1, 2015
3. **Brumback, Lisa**  
Professor, Academic Achievement Center  
Ankeny Campus  
Effective: July 1, 2015
4. **Dresback, Bob**  
Systems Programmer/Oracle Database Administrator  
Ankeny Campus  
Effective: July 1, 2015
5. **Hawkins, DeLores**  
Director, Financial Aid  
Ankeny Campus  
Effective: July 1, 2015

6. **Kelly, Donna**  
Library Assistant/Circulation  
Boone Campus  
Effective: July 1, 2015
  
7. **Leisy, Patricia**  
Coordinator, Nursing  
Ankeny Campus  
Effective: July 1, 2015
  
8. **Levy, David**  
Professor, Business Administration  
West Campus  
Effective: July 1, 2015
  
9. **Schroeder, Sally**  
Dean, Health and Public Services  
Ankeny Campus  
Effective: July 1, 2015
  
10. **Temple, M. Joanne**  
Assistant Bookkeeper  
Boone Campus  
Effective: July 1, 2015
  
11. **Warren, Donalla**  
Professor, Strive  
Ankeny Campus  
Effective: July 1, 2015

**RECOMMENDATION**

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Virtual Communication	581468	\$30,000.00	\$10,000.00	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
			\$10,000.00	6269	Equip Replacement Co	Other Company Servic
Advance Metalworking Co I	581472	\$20,000.00	\$20,000.00	7100	Equip Replacement Ph	Furniture, Machinery
Airgas North Central	581474	\$4,290.32	\$160.93	1550	Office of Controller	Prepaid Expenses
			\$91.70	1550	Office of Controller	Prepaid Expenses
			\$94.02	1550	Office of Controller	Prepaid Expenses
			\$443.78	1550	Office of Controller	Prepaid Expenses
			\$131.41	6322	Equipment Replacemen	Materials & Supplies
			\$131.41	6322	Equipment Replacemen	Materials & Supplies
			\$215.10	6322	Welding	Materials & Supplies
			\$886.24	6322	WTED - Welding	Materials & Supplies
			\$242.92	6322	Welding	Materials & Supplies
			\$6.96	6322	Auto Body	Materials & Supplies
			\$325.60	1550	Office of Controller	Prepaid Expenses
			\$340.05	1550	Office of Controller	Prepaid Expenses
			\$507.34	1550	Office of Controller	Prepaid Expenses
\$374.67	1550	Office of Controller	Prepaid Expenses			
\$338.19	1550	Office of Controller	Prepaid Expenses			
Alliant Energy	581476	\$8,180.50	\$1,078.50	6190	Plant Operations, Pe	Utilities
			\$48.15	6190	Building Rental for	Utilities
			\$1,449.32	6190	Boone Campus Housing	Utilities
			\$5,604.53	6190	Boone Campus Housing	Utilities
Ames Economic Development	581482	\$12,000.00	\$12,000.00	6269	Office of Sr VP, Aca	Other Company Servic
BGTM LLC	581499	\$5,378.02	\$5,378.02	6323	Equip Replacement In	Minor Equipment
Bio Rad Laboratories	581500	\$2,593.80	\$1,875.80	6322	Equip Replacement Sc	Materials & Supplies

#2

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Bio Rad Laboratories	581500	\$2,593.80	\$718.00	6322	Equip Replacement Sc	Materials & Supplies
CDW Government Inc	581511	\$2,685.31	\$2,065.40	6322	Equip Replacement Ne	Materials & Supplies
			\$521.88	6322	Technical Update Equ	Materials & Supplies
			\$98.03	6265	Mortuary Science Pro	Software Service Agr
Central City Community De	581512	\$6,575.00	\$6,575.00	6269	Project IOWA Inc - F	Other Company Servic
Certification Center	581514	\$7,716.00	\$7,716.00	6322	Continuing Ed, Healt	Materials & Supplies
CIT Charters Inc	581516	\$4,465.66	\$2,293.69	6420	Office of Exec Dean,	Vehicle Materials an
			\$2,171.97	6420	Office of Exec Dean,	Vehicle Materials an
City of Ankeny	581517	\$12,276.47	\$27.37	6190	Utilities	Utilities
			\$66.54	6190	Utilities	Utilities
			\$359.18	6190	Utilities	Utilities
			\$5,275.96	6190	Utilities	Utilities
			\$106.98	6190	Utilities	Utilities
			\$66.54	6190	Utilities	Utilities
			\$106.98	6190	Utilities	Utilities
			\$46.58	6190	Utilities	Utilities
			\$76.65	6190	Utilities	Utilities
			\$86.76	6190	Utilities	Utilities
			\$153.06	6190	Utilities	Utilities
			\$4,725.14	6190	Utilities	Utilities
			\$106.98	6190	Utilities	Utilities
			\$46.58	6190	Utilities	Utilities
			\$23.13	6190	Horticulture	Utilities
\$347.66	6190	Utilities	Utilities			
\$654.38	6190	Physical Plant Opera	Utilities			
City of Boone	581518	\$5,016.81	\$669.93	6190	Boone Campus Housing	Utilities

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Boone	581518	\$5,016.81	\$4,346.88	6190	Boone Campus Housing	Utilities
CollegeSource Inc	581519	\$3,192.00	\$1,192.00	6269	Admission Processing	Other Company Servic
			\$1,000.00	6269	Credentials	Other Company Servic
			\$1,000.00	6269	Admissions/Regist	Other Company Servic
Contract Paper Group Inc	581522	\$19,495.84	\$19,495.84	6322	Duplicating Services	Materials & Supplies
Days Inn	581532	\$2,587.20	\$1,232.00	6269	Continuing Ed, 2 Day	Other Company Servic
			\$1,355.20	6269	Continuing Ed, 2 Day	Other Company Servic
Ellucian Inc	581548	\$287,080.00	\$2,594.00	6265	Non Tort Equip Maint	Software Service Agr
			\$207,068.00	6265	Non Tort Equip Maint	Software Service Agr
			\$61,911.00	6265	Non Tort Equip Maint	Software Service Agr
			\$5,749.00	6265	Non Tort Equip Maint	Software Service Agr
			\$1,587.00	6265	Non Tort Equip Maint	Software Service Agr
			\$3,255.00	6265	Non Tort Equip Maint	Software Service Agr
			\$3,233.00	6265	Non Tort Equip Maint	Software Service Agr
			\$1,683.00	6265	Non Tort Equip Maint	Software Service Agr
Employee & Family Resourc	581549	\$15,000.00	\$15,000.00	6269	Office of Exec Dean,	Other Company Servic
Farner Bocken Co	581552	\$2,550.65	\$2,550.65	6511	Cafeteria	Purchases for Resale
FHEG Ankeny Bookstore #10	581555	\$148,748.65	\$103.88	2019	Follett Bookstore	Accounts Payable Acc
			\$716.60	2019	Follett Bookstore	Accounts Payable Acc
			\$86.13	2019	Follett Bookstore	Accounts Payable Acc
			\$295.23	2019	Follett Bookstore	Accounts Payable Acc
			\$1,793.49	2019	Follett Bookstore	Accounts Payable Acc
			\$13,760.13	2019	Follett Bookstore	Accounts Payable Acc
\$529.96	2019	Follett Bookstore	Accounts Payable Acc			

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	581555	\$148,748.65	\$99,945.51	2019	Follett Bookstore	Accounts Payable Acc
			\$13.34	6322	Civil Engineering Te	Materials & Supplies
			\$97.25	2019	Follett Bookstore	Accounts Payable Acc
			\$30.00	6322	Communications	Materials & Supplies
			-\$333.00	4027	Budgeted Revenue	Tuition Waived
			\$979.74	2019	Follett Bookstore	Accounts Payable Acc
			\$382.98	2019	Follett Bookstore	Accounts Payable Acc
			\$86.13	2019	Follett Bookstore	Accounts Payable Acc
			\$383.45	2019	Follett Bookstore	Accounts Payable Acc
			\$66.88	2019	Follett Bookstore	Accounts Payable Acc
			\$109.60	6322	Office of Exec Dean,	Materials & Supplies
			\$3.99	6322	Student Activities	Materials & Supplies
			\$105.95	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$21,177.45	6322	Program Development	Materials & Supplies
			\$32.11	6322	Physical Education	Materials & Supplies
			\$157.23	6322	Photography	Materials & Supplies
			\$131.75	6322	Network Administrato	Materials & Supplies
			\$98.00	6322	Manufacturing Techno	Materials & Supplies
			\$49.50	6322	Mathematics & Scienc	Materials & Supplies
			\$194.75	6322	Legal Assistant	Materials & Supplies
			\$419.50	6322	Jasper County Career	Materials & Supplies
			\$57.90	6322	Aging Services Admin	Materials & Supplies
			\$11.40	6322	Office of Exec Dir,	Materials & Supplies
			\$79.50	6322	Faculty Development	Materials & Supplies
			\$86.00	6322	Developmental Educat	Materials & Supplies
			\$23.24	6322	Dental Hygiene	Materials & Supplies
			\$125.50	6322	Office of Exec Dean,	Materials & Supplies
			\$2,164.65	6322	Office of Dean, Scie	Materials & Supplies
			\$205.95	6322	Office of Exec Dean,	Materials & Supplies
			\$574.12	6322	Office of Dean, Indu	Materials & Supplies
			\$8.25	6322	Office of Dean, Heal	Materials & Supplies



Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
PHEG Ankeny Bookstore #10	581555	\$148,748.65	\$345.75	6322	Computer Science	Materials & Supplies
			\$11.23	6322	Horticulture	Materials & Supplies
			\$3.51	6322	Business Office	Materials & Supplies
			\$46.00	6322	Building Rental for	Materials & Supplies
			\$62.75	6322	Agri Business	Materials & Supplies
			\$20.00	6322	Associate Dean, Urba	Materials & Supplies
			\$211.25	6322	YouthBuild Project	Materials & Supplies
			\$260.00	6322	ESL Refugee Contract	Materials & Supplies
			\$346.50	6322	Gateway to College	Materials & Supplies
			\$287.50	6322	GAP Tuition Assistan	Materials & Supplies
			\$500.00	6322	Annie E Casey-DSM Ag	Materials & Supplies
			\$204.00	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$2,500.50	6322	Workforce Developmen	Materials & Supplies
			\$20.80	6322	Wellness Program - B	Materials & Supplies
			\$37.00	6322	Continuing Ed, Trade	Materials & Supplies
			\$13.23	6322	Tool Machinist	Materials & Supplies
			\$20.00	6322	Student Services	Materials & Supplies
\$3.59	6322	Student Services	Materials & Supplies			
Gay, Kelly K.	581566	\$5,050.00	\$2,500.00	6015	Manufacturing Skills	Consultant's Fees
			\$1,700.00	6015	Manufacturing Skills	Consultant's Fees
			\$850.00	6015	Manufacturing Skills	Consultant's Fees
Heartland Business System	581577	\$10,089.00	\$10,089.00	6265	Non Tort Equip Maint	Software Service Agr
Heartland Finishes Inc	581578	\$61,150.17	\$16,830.00	6090	Capitol Building Ren	Maintenance/Repair o
			\$1,150.17	6090	Library	Maintenance/Repair o
			\$43,170.00	6090	Capitol Building Ren	Maintenance/Repair o
Hewlett Packard	581582	\$57,569.14	\$4,823.04	6323	Equipment Replacemen	Minor Equipment
			\$486.00	6323	Equipment Replacemen	Minor Equipment

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	581582	\$57,569.14	\$48,815.50	6323	Technical Update Equ	Minor Equipment
			\$3,444.60	6323	Equipment Replacemen	Minor Equipment
Indian Hills Community Co	581591	\$41,571.29	\$10,375.24	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$25,542.87	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$2,097.91	6480	Iowa Adv Manufacturi	Travel-In State
			\$3,448.87	6269	Iowa Adv Manufacturi	Other Company Servic
			\$106.40	6480	Iowa Adv Manufacturi	Travel-In State
Iowa Association of Commu	581595	\$18,700.00	\$18,700.00	6269	Officé of the Presid	Other Company Servic
Iowa Central Community Co	581596	\$19,510.48	\$11,254.92	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$47.79	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$3,570.92	6269	Iowa Adv Manufacturi	Other Company Servic
			\$4,636.85	6952	Iowa Adv Manufacturi	TAACT Fringes
Iowa Lakes Community Coll	581598	\$7,846.42	\$2,960.50	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$5,256.09	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$807.42	6269	Iowa Adv Manufacturi	Other Company Servic
			\$437.25	6480	Iowa Adv Manufacturi	Travel-In State
Iowa Western Community Co	581602	\$32,072.10	\$1,000.00	6269	Iowa Adv Manufacturi	Other Company Servic
			\$19,519.24	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$6,579.87	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$3,986.16	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$986.83	6480	Iowa Adv Manufacturi	Travel-In State
James Mardock	581608	\$3,570.58	\$3,570.58	6015	Buildings Equipment	Consultant's Fees
KJWW Engineering Consulta	581616	\$3,057.67	\$796.46	6015	Buildings Equipment	Consultant's Fees
			\$2,261.21	6015	Buildings Equipment	Consultant's Fees

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lincoln Electric Company	581627	\$2,832.50	\$1,335.00	6322	WTED - Welding	Materials & Supplies
			-\$250.00	6322	Welding	Materials & Supplies
			\$247.50	6322	WTED - Welding	Materials & Supplies
			\$250.00	6322	Welding	Materials & Supplies
			\$1,250.00	6322	Welding	Materials & Supplies
Mac Tool Distributor	581633	\$12,658.81	\$3,021.65	1550	Office of Controller	Prepaid Expenses
			\$2,402.76	1550	Office of Controller	Prepaid Expenses
			\$1,191.10	1550	Office of Controller	Prepaid Expenses
			\$3,021.65	1550	Office of Controller	Prepaid Expenses
			\$3,021.65	1550	Office of Controller	Prepaid Expenses
Macerich Southridge Mall	581634	\$4,120.00	\$4,120.00	6210	Plant Operations - S	Rental of Buildings
Manatts Inc.	581636	\$159,923.91	\$140,943.91	6100	DMACC Road Project	Maintenance of Groun
			\$18,980.00	6100	Buildings Equipment	Maintenance of Groun
Martin Brothers Distribut	581637	\$4,530.75	\$900.40	6511	Cafeteria	Purchases for Resale
			\$1,060.58	6511	Cafeteria	Purchases for Resale
			-\$20.87	6511	Cafeteria	Purchases for Resale
			\$1,207.16	6511	Cafeteria	Purchases for Resale
			\$1,383.48	6511	Cafeteria	Purchases for Resale
Matco Tools	581638	\$9,407.93	\$2,588.27	1550	Office of Controller	Prepaid Expenses
			\$1,875.83	1550	Office of Controller	Prepaid Expenses
			\$44.76	1550	Office of Controller	Prepaid Expenses
			\$10.96	1550	Office of Controller	Prepaid Expenses
			\$207.64	1550	Office of Controller	Prepaid Expenses
			\$9.26	1550	Office of Controller	Prepaid Expenses
			\$63.24	1550	Office of Controller	Prepaid Expenses
\$44.22	1550	Office of Controller	Prepaid Expenses			

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Matco Tools	581638	\$9,407.93	\$1,427.61	1550	Office of Controller	Prepaid Expenses
			\$3,014.22	1550	Office of Controller	Prepaid Expenses
			\$121.92	1550	Office of Controller	Prepaid Expenses
Meyvn Group	581643	\$20,000.00	\$20,000.00	6269	Workforce Developmen	Other Company Servic
MidAmerican Energy Co	581644	\$3,260.22	\$3,076.45	6190	Plant Operations - S	Utilities
			\$183.77	6190	Building Rental for	Utilities
N B Golf Cars	581655	\$4,250.00	\$4,250.00	7100	Custodial	Furniture, Machinery
NAACP	581656	\$2,500.00	\$2,500.00	6269	Other General Instit	Other Company Servic
New Century FS Inc	581662	\$3,991.80	\$1,303.43	6420	Transportation	Vehicle Materials an
			\$1,274.17	6420	Transportation	Vehicle Materials an
			\$1,414.20	6420	Transportation	Vehicle Materials an
NLN	581668	\$2,695.00	\$2,695.00	6040	ACE Medical Centers	Memberships
North Iowa Area Community	581669	\$63,715.42	\$18,111.74	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$1,969.38	6480	Iowa Adv Manufacturi	Travel-In State
			\$5,307.73	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$12,149.33	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$23,950.00	6930	Iowa Adv Manufacturi	Other Current Expens
			\$98.67	6480	Iowa Adv Manufacturi	Travel-In State
\$2,128.57	6269	Iowa Adv Manufacturi	Other Company Servic			
Northeast Iowa Community	581670	\$153,514.20	\$2,965.00	6268	Iowa Adv Manufacturi	Contracted Services-
			\$24,421.13	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$12,540.80	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$46,853.72	6951	Iowa Adv Manufacturi	TAACT Salaries

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Northeast Iowa Community	581670	\$153,514.20	\$65,476.00	6930	Iowa Adv Manufacturi	Other Current Expens
			\$583.80	6269	Iowa Adv Manufacturi	Other Company Servic
			\$673.75	6480	Iowa Adv Manufacturi	Travel-In State
Quick Fuel	581688	\$3,348.98	\$3,348.98	6420	Transportation Insti	Vehicle Materials an
Remel Inc	581693	\$3,394.19	\$3,394.19	6322	Equip Replacement Sc	Materials & Supplies
Securitas Security Servic	581707	\$39,502.56	\$16,154.16	6261	Non Tort Security In	Contracted Security
			\$23,348.40	6261	Non Tort Security In	Contracted Security
Snap On Industrial	581713	\$4,529.78	\$17.89	1550	Office of Controller	Prepaid Expenses
			\$276.56	1550	Office of Controller	Prepaid Expenses
			\$7.39	1550	Office of Controller	Prepaid Expenses
			\$21.01	1550	Office of Controller	Prepaid Expenses
			\$7.39	1550	Office of Controller	Prepaid Expenses
			\$21.01	1550	Office of Controller	Prepaid Expenses
			\$572.09	1550	Office of Controller	Prepaid Expenses
			\$36.03	1550	Office of Controller	Prepaid Expenses
			\$2.86	1550	Office of Controller	Prepaid Expenses
			\$1,125.22	6323	Equip Replacement In	Minor Equipment
			\$415.85	1550	Office of Controller	Prepaid Expenses
			\$8.59	6322	Auto Service	Materials & Supplies
			\$1,502.67	1550	Office of Controller	Prepaid Expenses
			-\$1,284.87	1550	Office of Controller	Prepaid Expenses
\$23.07	1550	Office of Controller	Prepaid Expenses			
\$101.00	1550	Office of Controller	Prepaid Expenses			
\$867.07	1550	Office of Controller	Prepaid Expenses			
\$808.95	1550	Office of Controller	Prepaid Expenses			
Snyder and Associates Inc	581714	\$3,971.48	\$3,971.48	6015	DMACC Road Project	Consultant's Fees

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Southeastern Community Co	581717	\$43,813.31	\$1,385.65	6269	Iowa Adv Manufacturi	Other Company Servic
			\$8,281.14	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$31,991.54	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$1,840.32	6480	Iowa Adv Manufacturi	Travel-In State
			\$314.66	6322	Iowa Adv Manufacturi	Materials & Supplies
Southwestern Community Co	581718	\$38,475.41	\$981.62	6480	Iowa Adv Manufacturi	Travel-In State
			\$6,837.00	6930	Iowa Adv Manufacturi	Other Current Expens
			\$15,376.47	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$10,716.41	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$4,356.61	6322	Iowa Adv Manufacturi	Materials & Supplies
\$207.30	6269	Iowa Adv Manufacturi	Other Company Servic			
Stephen J Birchmier	581721	\$2,652.00	\$2,652.00	6460	Dallas County Farm O	Other Materials and
Sysco Food Services of Io	581727	\$3,213.63	\$744.03	6321	Culinary Arts	Food
			\$861.83	6321	Culinary Arts	Food
			\$610.11	6321	Culinary Arts	Food
			\$39.21	6519	Bistro	College Inn
			\$351.70	6518	Hospitality Careers	Gourmet Dinners
			\$0.37	6518	Hospitality Careers	Gourmet Dinners
			\$428.43	6518	Hospitality Careers	Gourmet Dinners
			\$58.35	6518	Hospitality Careers	Gourmet Dinners
-\$36.25	6321	Culinary Arts	Food			
\$155.85	6519	Bistro	College Inn			
Treasurer State of Iowa	581735	\$3,787.60	\$3,787.60	2741	Office of Controller	Funds Held in Trust-
TRI Leadership Resources	581737	\$3,250.00	\$3,250.00	6240	Iowa FCCLA	Group Meeting/Worksh
Truck Equipment Inc	581738	\$5,210.00	\$5,210.00	7100	Equip Replacement Ph	Furniture, Machinery

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Your Clear Next Step LLC	581762	\$3,966.25	\$2,935.00	6015	Softskills Training	Consultant's Fees
			\$468.75	6015	Softskills Training	Consultant's Fees
			\$125.00	6015	Softskills Training	Consultant's Fees
			\$437.50	6015	Softskills Training	Consultant's Fees
DMACC Student Accounts	581763	\$19,674.46	\$1,715.23	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$4,340.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,368.59	6266	WIA-Adult	Stipends/Allowances
			\$417.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$595.47	6266	WIA-Adult	Stipends/Allowances
			\$2,794.03	6266	WIA-Adult	Stipends/Allowances
			\$1,807.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,596.50	6266	WIA-Adult	Stipends/Allowances
			\$1,296.00	6266	WIA-Adult	Stipends/Allowances
			\$1,083.40	6266	WIA-Dislocated Worke	Stipends/Allowances
\$2,661.24	6266	WIA-Dislocated Worke	Stipends/Allowances			
Kabel Business Services	581764	\$6,032.16	\$5,972.16	6268	Central IA Wrkfrce I	Contracted Services-
			\$60.00	6269	Central IA Wrkfrce I	Other Company Servic
William Penn College	581766	\$3,090.00	\$3,090.00	6266	WIA-Dislocated Worke	Stipends/Allowances
DMACC HEA	581791	\$7,548.50	\$7,548.50	2272	Payroll Office	DMACC/HEA Dues Payab
Airgas North Central	581809	\$4,162.41	\$39.72	6460	Continuing Ed, Trade	Other Materials and
			\$83.89	6460	Continuing Ed, Trade	Other Materials and
			\$80.35	6322	Perry Operations	Materials & Supplies
			\$96.96	6322	Welding	Materials & Supplies
			\$101.50	6322	Welding	Materials & Supplies
			\$149.25	6322	Welding	Materials & Supplies
\$75.60	6322	WTED - Welding	Materials & Supplies			

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Airgas North Central	581809	\$4,162.41	\$267.46	6322	Equipment Replacemen	Materials & Supplies
			\$12.32	6322	Auto Body	Materials & Supplies
			\$524.86	6322	Perry Operations	Materials & Supplies
			\$7.49	6460	Continuing Ed, Trade	Other Materials and
			\$24.71	6460	Continuing Ed, Trade	Other Materials and
			\$32.98	6460	Continuing Ed, Trade	Other Materials and
			\$178.53	6460	Continuing Ed, Trade	Other Materials and
			\$346.77	6460	Continuing Ed, Trade	Other Materials and
			\$551.70	6460	Continuing Ed, Trade	Other Materials and
			\$989.56	6460	Continuing Ed, Trade	Other Materials and
			\$330.85	6460	Continuing Ed, Trade	Other Materials and
			\$143.50	6460	Continuing Ed, Trade	Other Materials and
			\$124.41	6460	Continuing Ed, Trade	Other Materials and
			All Makes Office Interior	581810	\$4,450.66	\$847.50
\$3,603.16	6322	Equipment Replacemen				Materials & Supplies
American Heritage Life In	581813	\$3,501.22	\$386.94	2288	Payroll Office	Critical Illness Ins
			\$1,557.96	2287	Payroll Office	Cancer Insurance Pay
			\$1,217.12	2286	Payroll Office	Accident Insurance P
			\$339.20	2289	Payroll Office	Hospitalization Insu
Arnold Motor Supply	581819	\$3,433.73	\$74.54	6322	Story County Academy	Materials & Supplies
			\$1.90	6322	Story County Academy	Materials & Supplies
			\$13.02	6322	Story County Academy	Materials & Supplies
			\$13.56	6322	Story County Academy	Materials & Supplies
			-\$4.90	6322	Story County Academy	Materials & Supplies
			-\$15.00	6322	High School Auto Pro	Materials & Supplies
			\$55.00	6322	Heavy Diesel Equipme	Materials & Supplies
			\$144.02	6322	High School Auto Pro	Materials & Supplies
			\$75.99	6322	High School Auto Pro	Materials & Supplies



Report: FRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	581819	\$3,433.73	\$7.52	6322	High School Auto Pro	Materials & Supplies
			\$87.91	6322	High School Auto Pro	Materials & Supplies
			\$28.98	6322	High School Auto Pro	Materials & Supplies
			\$60.98	6322	High School Auto Pro	Materials & Supplies
			\$60.29	6322	High School Auto Pro	Materials & Supplies
			\$16.99	6322	High School Auto Pro	Materials & Supplies
			\$117.50	6322	Equipment Replacemen	Materials & Supplies
			\$907.26	6322	Equipment Replacemen	Materials & Supplies
			\$1,588.41	6322	Continuing Ed, Trade	Materials & Supplies
			\$24.97	6322	Heavy Diesel Equipme	Materials & Supplies
			\$15.49	6322	Story County Academy	Materials & Supplies
			\$36.12	6322	Story County Academy	Materials & Supplies
			\$54.99	6322	Story County Academy	Materials & Supplies
\$68.19	6322	Story County Academy	Materials & Supplies			
Bio Rad Laboratories	581827	\$19,118.00	\$19,118.00	7100	Equip Replacement Sc	Furniture, Machinery
CDW Government Inc	581844	\$8,162.76	\$900.18	6322	Equipment Replacemen	Materials & Supplies
			\$1,064.46	6322	Equipment Replacemen	Materials & Supplies
			\$19.86	6322	ASSET Auto/Ford	Materials & Supplies
			\$225.84	6322	Technical Update Equ	Materials & Supplies
			\$1,167.31	6322	Equipment Replacemen	Materials & Supplies
			\$204.87	6322	Office of VP, Info S	Materials & Supplies
			\$2,955.15	6323	Technical Update Equ	Minor Equipment
			\$1,625.09	6323	Economic Development	Minor Equipment
Cedar Graphics Inc	581845	\$17,412.25	\$17,412.25	6120	Office of Dir, Marke	Printing/Reproductio
Choice Creative Solutions	581848	\$5,000.00	\$5,000.00	6269	Office of Dir, Marke	Other Company Servic
CIT Charters Inc	581851	\$2,554.25	\$1,204.25	6420	Office of Exec Dean,	Vehicle Materials an

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
EIT Charters Inc	581851	\$2,554.25	\$1,350.00	6420	Office of Exec Dean,	Vehicle Materials an
EIT Charters Inc	581852	\$2,733.24	\$2,733.24	6470	Board of Directors	Travel-Out of State
COAEMSP	581855	\$3,200.00	\$3,200.00	6040	Paramedic Specialist	Memberships
Constellation NewEnergy G	581859	\$8,949.70	\$802.83	6190	Utilities	Utilities
			\$8,146.87	6190	Utilities	Utilities
Cushing, James Kevin.	581865	\$4,500.00	\$4,500.00	6019	Softskills Training	Prof Svcs-Individual
Davis Brown Koehn Shors a	581868	\$8,130.50	\$1,958.00	6013	YMCA/Student Service	Legal Fees
			\$1,156.50	6013	Office of Sr VP, Bus	Legal Fees
			\$36.00	6013	Office of Sr VP, Bus	Legal Fees
			\$3,297.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,683.00	6013	Economic Development	Legal Fees
Dent Fix Corporation	581872	\$5,246.50	\$5,246.50	7100	Equipment Replacemen	Furniture, Machinery
Des Moines Register	581875	\$7,816.40	\$2,000.00	6110	Office of Dir, Marke	Information Services
			\$1,820.00	6110	WTED-General Exp	Information Services
			\$1,750.00	6110	Iowa Adv Manufacturi	Information Services
			\$2,246.40	6110	Mortuary Science Pro	Information Services
Digital Architecture	581878	\$17,961.00	\$17,961.00	6265	Non Tort Equip Maint	Software Service Agr
Edfinancial Holdings LLC	581888	\$43,310.38	\$43,310.38	6269	Office of Exec Dean,	Other Company Servic
Engineerica Systems Inc	581890	\$22,330.00	\$22,330.00	6265	Non Tort Equip Maint	Software Service Agr
Fitzgerald, Shawn P.	581897	\$3,455.50	\$1,998.25	6322	Office of Dir, Marke	Materials & Supplies

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
Fitzgerald, Shawn P.	581897	\$3,455.50	\$1,457.25	6019	Office of Exec Dir,	Prof Svcs-Individual
EGP-Jordan Creek LLC	581900	\$6,000.00	\$6,000.00	6269	Office of Dir, Marke	Other Company Servic
Goodwill Industries of Ce	581901	\$4,335.12	\$2,020.19	6269	WTED-General Exp	Other Company Servic
			\$2,314.93	6269	Continuing Ed, Trade	Other Company Servic
Hewlett Packard	581910	\$9,485.21	\$9,485.21	6323	Equip Replacement In	Minor Equipment
Hu Friedy Mfg Co LLC	581915	\$3,897.30	\$15.10	6322	Dental Hygiene	Materials & Supplies
			\$691.10	6322	Dental Hygiene	Materials & Supplies
			\$691.10	6322	Dental Hygiene	Materials & Supplies
			\$2,500.00	6322	Perkins-Equipment	Materials & Supplies
Innovative Lighting	581922	\$28,180.00	\$28,180.00	6377	DMACC Road Project	Materials/Supplies f
IT Outlet Inc	581929	\$32,600.04	\$32,600.04	6323	Office of VP, Info S	Minor Equipment
Kemin Industries	581936	\$241,098.79	\$241,098.79	6269	Kemin Industries #6-	Other Company Servic
Life Serve Blood Center	581947	\$11,643.16	\$11,643.16	6269	LifeService Blood #2	Other Company Servic
Logan Contractors Supply	581953	\$12,750.00	\$12,750.00	7100	Equipment Replacemen	Furniture, Machinery
MJC Interiors	581967	\$3,283.00	\$2,773.00	6323	Equipment Replacemen	Minor Equipment
			\$510.00	6269	Equipment Replacemen	Other Company Servic
Newton Manufacturing	581979	\$5,048.04	\$4,389.65	6322	Recruiting-Program D	Materials & Supplies
			\$658.39	6120	Honors Program	Printing/Reproductio
Perishable Distributors I	581991	\$6,473.23	\$6,473.23	6269	Perishable Dist of I	Other Company Servic

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Pioneer Hi Bred Internati	581997	\$10,000.00	\$10,000.00	6269	Office of the Presid	Other Company Servic
Purcell Printing and Grap	582006	\$10,136.48	\$64.00	6120	PACE Program 260H	Printing/Reproductio
			\$44.00	6120	Office of Dean, Scie	Printing/Reproductio
			\$54.00	6120	Dean, Business & Inf	Printing/Reproductio
			\$54.00	6120	Graphic Arts	Printing/Reproductio
			\$54.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$54.00	6120	Associate Dean, Urba	Printing/Reproductio
			\$6,970.11	6269	Equipment Replacemen	Other Company Servic
			\$34.00	6120	Office of Dir, Marke	Printing/Reproductio
			-\$34.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$82.00	6120	Office of Dir, Stude	Printing/Reproductio
			\$64.00	6120	Surgical Technician	Printing/Reproductio
			\$64.00	6120	YouthBuild Project	Printing/Reproductio
			\$64.00	6120	Office of Exec Dir,	Printing/Reproductio
			\$64.00	6120	Business Administrat	Printing/Reproductio
			\$522.59	6322	Office of Exec Dir,	Materials & Supplies
			\$168.21	6322	Office of Exec Dean,	Materials & Supplies
			\$464.88	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$354.00	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$164.18	6322	Office of Exec Dean,	Materials & Supplies
			\$312.55	6322	ACE Medical Centers	Materials & Supplies
			\$301.96	6322	Mortuary Science Pro	Materials & Supplies
			\$54.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$54.00	6120	Warren County Career	Printing/Reproductio
			\$64.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$44.00	6120	Peer Tutoring	Printing/Reproductio
Radio Garage Productions	582007	\$3,215.00	\$450.00	6110	Office of Dir, Marke	Information Services
			\$225.00	6110	Office of Dir, Marke	Information Services
			\$2,540.00	6322	Office of Dir, Marke	Materials & Supplies

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

PAYOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
ADG Planning and Design	582009	\$109,143.70	\$109,143.70	6012	YMCA/Student Service	Architect's Fees
Red Wing Shoe Store	582010	\$3,450.00	\$1,500.00	6322	Continuing Ed, Trade	Materials & Supplies
			\$1,950.00	6322	Continuing Ed, Trade	Materials & Supplies
Remel Inc	582013	\$3,046.15	\$3,046.15	6322	Equip Replacement Sc	Materials & Supplies
Reynolds & Reynolds Inc	582015	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Sports Page	582035	\$7,219.70	\$1,354.30	6322	Softball	Materials & Supplies
			\$2,702.90	6322	Softball	Materials & Supplies
			\$3,162.50	6322	Baseball	Materials & Supplies
State of Iowa Department	582038	\$4,880.00	\$4,880.00	6269	Continuing Ed, 2 Day	Other Company Servic
Storey Kenworthy	582043	\$2,835.80	\$2,835.80	6322	Equip Replacement In	Materials & Supplies
Story Construction	582045	\$3,085.00	\$3,085.00	6090	Equipment Replacemen	Maintenance/Repair o
The Stelter Company	582051	\$15,648.35	\$15,648.35	6269	The Stelter Co Proj#	Other Company Servic
Thomas Brown & Associates	582052	\$5,783.81	\$5,783.81	6269	Office of Sr VP, Aca	Other Company Servic
United Services of Des Mo	582057	\$21,250.00	\$21,250.00	6269	United Services DSM	Other Company Servic
US Postmaster	582058	\$3,000.00	\$3,000.00	6230	Mail Service	Postage and Expediti
Weiler Inc	582067	\$5,000.00	\$5,000.00	6269	Weiler #2-Job Spec T	Other Company Servic
Wex Bank	582069	\$13,847.64	\$1,601.87	6420	Youth at Risk - Anke	Vehicle Materials an
			\$98.45	6420	WLAN Support	Vehicle Materials an

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

PENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
ex Bank	582069	\$13,847.64	\$388.66	6420	Warren County Career	Vehicle Materials an
			\$3,595.17	6420	Vehicle Pool	Vehicle Materials an
			\$204.29	6420	Transportation	Vehicle Materials an
			\$337.06	6420	Non Tort Security In	Vehicle Materials an
			\$637.45	6420	Non Tort Security In	Vehicle Materials an
			\$126.55	6420	Program Development	Vehicle Materials an
			\$84.72	6420	Physical Plant Opera	Vehicle Materials an
			\$172.98	6420	Physical Plant Opera	Vehicle Materials an
			\$519.44	6420	Plant Operations - S	Vehicle Materials an
			\$376.29	6420	Physical Plant Opera	Vehicle Materials an
			\$329.78	6420	Physical Plant Opera	Vehicle Materials an
			\$359.05	6420	Office of the Dir, P	Vehicle Materials an
			\$1,287.05	6420	Mechanical Mainten	Vehicle Materials an
			\$59.58	6420	Mail Service	Vehicle Materials an
			\$1,856.69	6420	Grounds	Vehicle Materials an
			\$122.97	6420	Economic Development	Vehicle Materials an
			\$87.29	6420	Heavy Diesel Equipme	Vehicle Materials an
			\$79.33	6420	Office of Exec Dean,	Vehicle Materials an
			\$113.32	6420	Office of Exec Dean,	Vehicle Materials an
			\$787.38	6420	Office of Exec Dean,	Vehicle Materials an
			\$233.72	6420	Building Trades	Vehicle Materials an
			\$121.02	6420	Agri Business	Vehicle Materials an
			\$158.44	6420	Campus Communication	Vehicle Materials an
			\$109.09	6420	Office of Dir, Marke	Vehicle Materials an
DMACC Student Accounts	582079	\$3,932.47	\$1,666.66	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$705.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,560.81	6266	Workforce Services	Stipends/Allowances
ABC Virtual Communication	582105	\$40,250.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$250.00	6269	Office of Exec Dir,	Other Company Servic

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Virtual Communication	582105	\$40,250.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$10,000.00	6269	Equip Replacement Co	Other Company Servic
Ahlers and Cooney PC	582110	\$4,211.00	\$1,139.50	6013	Office of Sr VP, Bus	Legal Fees
			\$2,779.50	6013	Office of Sr VP, Bus	Legal Fees
			\$292.00	6013	Office of Sr VP, Bus	Legal Fees
Ames Municipal Utilities	582115	\$4,703.16	\$4,703.16	6190	Utilities	Utilities
Andrew J Zalasky	582116	\$3,600.00	\$3,600.00	6019	Office of Exec Dir,	Prof Svcs-Individual
Beirman Furniture	582133	\$4,411.53	\$4,411.53	6460	Equipment Replacemen	Other Materials and
Bio Rad Laboratories	582137	\$10,621.00	\$9,520.00	7100	Equip Replacement Sc	Furniture, Machinery
			\$1,101.00	6322	Equip Replacement Sc	Materials & Supplies
Brandt Agency of Interpre	582143	\$2,835.00	\$2,835.00	6269	Special Needs	Other Company Servic
DART	582163	\$5,944.00	\$4,760.00	6511	Ticket Sales	Purchases for Resale
			-\$1,154.00	6511	Ticket Sales	Purchases for Resale
			-\$3,240.00	6511	Ticket Sales	Purchases for Resale
			\$4,760.00	6511	Ticket Sales	Purchases for Resale
			\$4,760.00	6511	Ticket Sales	Purchases for Resale
			-\$3,942.00	6511	Ticket Sales	Purchases for Resale
Digital Intelligence Inc.	582172	\$11,300.00	\$11,300.00	6269	Electronic Crime Ins	Other Company Servic
DMACC Boone Campus Checki	582176	\$6,245.00	\$200.00	6480	Baseball	Travel-In State
			\$600.00	6473	Women's Cross Countr	Athletics National T
			\$1,485.00	6267	Men's Basketball	Athletic Officials

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MACC Boone Campus Checki	582176	\$6,245.00	\$990.00	6267	Women's Basketball	Athletic Officials
			\$2,545.00	6267	Volleyball	Athletic Officials
			\$375.00	6930	Volleyball	Other Current Expens
			\$210.00	6930	Men's Golf	Other Current Expens
			\$260.00	6930	Softball	Other Current Expens
Eastern Iowa Community Co	582180	\$31,465.07	\$17,611.95	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$311.36	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$2,102.33	6480	Iowa Adv Manufacturi	Travel-In State
			\$5,865.86	6269	Iowa Adv Manufacturi	Other Company Servic
			\$5,573.57	6952	Iowa Adv Manufacturi	TAACT Fringes
FBG Service Corporation	582192	\$44,609.81	\$50.56	6030	FFA Enrichment Cente	Custodial Services
			\$113.24	6030	FFA Enrichment Cente	Custodial Services
			\$171.89	6030	FFA Enrichment Cente	Custodial Services
			\$275.02	6030	FFA Enrichment Cente	Custodial Services
			\$95.55	6030	FFA Enrichment Cente	Custodial Services
			\$95.55	6030	FFA Enrichment Cente	Custodial Services
			\$20,480.00	6030	Custodial	Custodial Services
			\$8,077.00	6030	Plant Operations - S	Custodial Services
			\$4,348.00	6030	Plant Operations, St	Custodial Services
			\$4,513.00	6030	Physical Plant Opera	Custodial Services
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
\$2,250.00	6030	Plant Operations, Pe	Custodial Services			
First Choice Distribution	582195	\$10,560.63	\$260.00	6410	Culinary Arts	Janitorial Materials
			\$211.08	6410	Plant Operations - S	Janitorial Materials
			\$279.13	6410	Physical Plant Opera	Janitorial Materials
			\$260.00	6410	Office of Dean, Heal	Janitorial Materials
			\$337.85	6410	Physical Plant Opera	Janitorial Materials
			\$7,272.04	6410	Custodial	Janitorial Materials



Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
First Choice Distribution	582195	\$10,560.63	\$512.21	6410	Physical Plant Opera	Janitorial Materials
			\$1,065.65	6410	Physical Plant Wareh	Janitorial Materials
			\$362.67	6030	Plant Operations, Pe	Custodial Services
Gov Connection Inc	582210	\$4,558.95	\$6,440.00	6322	Technical Update Equ	Materials & Supplies
			\$825.96	6322	Equipment Replacemen	Materials & Supplies
			\$601.57	6323	Equip Replacement In	Minor Equipment
			\$3,609.42	6323	Equipment Replacemen	Minor Equipment
			-\$1,746.96	6323	Technical Update Equ	Minor Equipment
			-\$5,171.04	6322	Technical Update Equ	Materials & Supplies
Hawkeye Community College	582220	\$71,823.16	\$14,261.08	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$4,349.76	6269	Iowa Adv Manufacturi	Other Company Servic
			\$549.66	6480	Iowa Adv Manufacturi	Travel-In State
			\$49,259.79	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$3,402.87	6322	Iowa Adv Manufacturi	Materials & Supplies
Hewlett Packard	582224	\$4,780.64	\$2,404.64	6323	Equip Replacement Sc	Minor Equipment
			\$2,350.00	6322	Equip Replacement Sc	Materials & Supplies
			\$26.00	6322	Perkins-Equipment	Materials & Supplies
Hockenbergs Equipment	582226	\$10,396.04	\$70.65	6322	Equip Replacement Ne	Materials & Supplies
			\$91.12	6322	Equip Replacement Ne	Materials & Supplies
			\$2,154.62	6322	Equip Replacement Ne	Materials & Supplies
			\$184.11	6323	Equip Replacement Ne	Minor Equipment
			\$4,353.77	6323	Equip Replacement Ne	Minor Equipment
			\$3,399.00	6323	Equip Replacement Ne	Minor Equipment
\$142.77	6323	Equip Replacement Ne	Minor Equipment			
Hoffmann, Robbie Dean.	582227	\$2,628.99	\$2,628.99	6060	Miscellaneous Colleg	Maintenance/Repair o
Iowa Central Community Co	582235	\$26,981.49	\$3,787.22	6952	Iowa Adv Manufacturi	TAACT Fringes

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Central Community Co	582235	\$26,981.49	\$3,274.90	6269	Iowa Adv Manufacturi	Other Company Servic
			\$122.36	6480	Iowa Adv Manufacturi	Travel-In State
			\$9,041.59	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$10,755.42	6951	Iowa Adv Manufacturi	TAACT Salaries
Iowa State Center	582238	\$12,175.24	\$12,175.24	6240	Iowa FCCLA	Group Meeting/Worksh
IP Pathways	582242	\$39,764.44	\$39,764.44	6269	IP Pathways Proj#2 T	Other Company Servic
Lely USA	582259	\$5,250.00	\$5,250.00	6269	Lely USA-Job Spec Tr	Other Company Servic
Lincoln National Life Ins	582262	\$57,733.38	\$15,790.95	2254	Payroll Office	Long Term Disability
			\$1,535.30	2259	Payroll Office	Dep Supp Life Ins Pa
			\$2,783.00	2258	Payroll Office	Spouse Opt Life Ins
			\$8,673.13	2257	Payroll Office	Emp Opt Life Ins Pay
			\$4,705.48	2256	Payroll Office	ST Disability - B In
			\$6,464.28	2255	Payroll Office	ST Disability - A In
			\$17,781.24	2253	Payroll Office	Basic Life Insurance
McDonald, Thomas W.	582276	\$5,000.00	\$5,000.00	1470	Graphic Edge Bowl	Misc Accounts Receiv
Mid-Iowa Solid Waste Equi	582287	\$2,520.00	\$2,520.00	6269	MidIowa Solid Waste	Other Company Servic
Midwest Office Technology	582289	\$9,860.43	\$691.51	6322	Story County Academy	Materials & Supplies
			\$1,419.18	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$125.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$7,624.74	6322	WLAN Support	Materials & Supplies
Neesvigs Inc	582303	\$10,232.92	\$442.17	6519	Bistro	College Inn
			\$184.26	6519	Bistro	College Inn
			\$1,414.34	6519	Bistro	College Inn

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

PAYOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Svevigs Inc	582303	\$10,232.92	-\$409.32	6519	Bistro	College Inn
			\$458.34	6321	Culinary Arts	Food
			\$225.90	6321	Culinary Arts	Food
			\$4,137.68	6321	Culinary Arts	Food
			\$832.33	6518	Hospitality Careers	Gourmet Dinners
			\$593.24	6518	Hospitality Careers	Gourmet Dinners
			\$514.67	6518	Hospitality Careers	Gourmet Dinners
			\$686.31	6518	Hospitality Careers	Gourmet Dinners
			-\$195.79	6518	Hospitality Careers	Gourmet Dinners
			\$110.80	6519	Bistro	College Inn
			\$1,142.96	6519	Bistro	College Inn
			\$95.03	6519	Bistro	College Inn
			Netnet Business Solutions	582304	\$3,449.84	\$3,449.84
Northwest Iowa Community	582307	\$11,386.16	\$3,537.40	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$120.00	6480	Iowa Adv Manufacturi	Travel-In State
			\$2,065.08	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$3,576.26	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$2,087.42	6952	Iowa Adv Manufacturi	TAACT Fringes
Storey Kenworthy	582361	\$11,827.55	\$109.90	6322	Story County Academy	Materials & Supplies
			\$226.14	6322	Agri Business	Materials & Supplies
			\$45.35	6322	Office of Exec Dean,	Materials & Supplies
			\$85.20	6322	ACE Medical Centers	Materials & Supplies
			\$336.75	6322	Program Development	Materials & Supplies
			\$58.86	6322	Special Needs	Materials & Supplies
			\$192.71	6322	Office of Dir, Marke	Materials & Supplies
			\$411.56	6322	Adult Literacy-South	Materials & Supplies
			\$94.04	6322	WLAN Support	Materials & Supplies
			\$58.75	6322	Warren County Career	Materials & Supplies

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	582361	\$11,827.55	\$96.00	6322	Office of Sr VP, Aca	Materials & Supplies
			\$45.99	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$67.17	6322	Office of Dir, Finan	Materials & Supplies
			\$137.12	6322	Softskills Training	Materials & Supplies
			\$66.97	6322	Social/Behavioral Sc	Materials & Supplies
			\$1,109.23	6322	Student Services	Materials & Supplies
			\$32.67	6322	Office of Dir, Purch	Materials & Supplies
			\$65.33	6322	Perry Operations	Materials & Supplies
			\$104.72	6322	Office of the Presid	Materials & Supplies
			\$336.36	6322	Office of the Dir, P	Materials & Supplies
			\$556.14	6322	Other General Instit	Materials & Supplies
			\$258.21	6322	Organization & Opera	Materials & Supplies
			\$84.04	6322	Practical Nursing	Materials & Supplies
			\$129.00	6322	Practical Nursing	Materials & Supplies
			\$62.46	6322	Network Administrato	Materials & Supplies
			\$408.30	6322	Motorcycle and Moped	Materials & Supplies
			\$98.22	6322	Mortuary Science Pro	Materials & Supplies
			\$249.60	6322	Manufacturing Skills	Materials & Supplies
			\$9.19	6322	Medical Assistant	Materials & Supplies
			\$756.02	6322	Information Systems	Materials & Supplies
			\$448.89	6322	IES-Des Moines	Materials & Supplies
			\$45.76	6322	High School Completi	Materials & Supplies
			\$102.15	6322	Office of Exec Dir,	Materials & Supplies
			\$70.54	6322	Equipment Replacemen	Materials & Supplies
			\$51.55	6322	Equip Replacement He	Materials & Supplies
			\$637.52	6322	Equipment Replacemen	Materials & Supplies
			\$22.58	6322	Economic Development	Materials & Supplies
			\$44.08	6322	Developmental Educat	Materials & Supplies
			\$139.11	6322	Office of Exec Dean,	Materials & Supplies
			\$462.98	6322	Office of Exec Dean,	Materials & Supplies
\$597.21	6322	Office of Dean, Scie	Materials & Supplies			

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

PAYER NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
Corey Kenworthy	582361	\$11,827.55	\$605.32	6322	Office of Exec Dean,	Materials & Supplies
			\$47.04	6322	Office of Dean, Indu	Materials & Supplies
			\$289.31	6322	Office of Dean, Heal	Materials & Supplies
			\$56.11	6322	Office of Exec Dean,	Materials & Supplies
			\$357.75	6322	Office of Controller	Materials & Supplies
			\$52.34	6322	Child Care	Materials & Supplies
			\$183.95	6322	Office of Exec Dir,	Materials & Supplies
			\$550.70	6322	Dean, Business & Inf	Materials & Supplies
			\$50.46	6322	Associates Degree Nu	Materials & Supplies
			\$563.68	6322	Arts and Sciences	Materials & Supplies
			\$63.82	6322	Ames High School	Materials & Supplies
			\$103.77	6322	Admission Processing	Materials & Supplies
			\$79.63	6322	Urban Academic Achie	Materials & Supplies
Summit Technologies LLC	582364	\$2,935.50	\$2,935.50	6269	Capitol Building Ren	Other Company Servic
Two Rivers Marketing	582377	\$10,106.00	\$10,106.00	6269	Two Rivers Mkt Proj#	Other Company Servic
US Postal Service	582384	\$10,080.00	\$10,080.00	6230	Office of Exec Dir,	Postage and Expediti
Visiting Nurse Services	582391	\$3,590.26	\$3,590.26	6269	Noncustodial Parent	Other Company Servic
Waste Mgmt of Iowa Corp.	582396	\$4,578.31	\$83.28	6030	Plant Operations - E	Custodial Services
			\$141.96	6030	Physical Plant Opera	Custodial Services
			\$3,715.83	6030	Custodial	Custodial Services
			\$192.79	6030	Cap Med Bldg-Common	Custodial Services
			\$353.39	6030	Plant Operations - S	Custodial Services
\$91.06	6030	Physical Plant Opera	Custodial Services			
Western Iowa Technical Co	582400	\$67,019.58	\$12,582.62	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$920.00	6269	Iowa Adv Manufacturi	Other Company Servic

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Western Iowa Technical Co	582400	\$67,019.58	\$36,658.54	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$16,824.75	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$33.67	6480	Iowa Adv Manufacturi	Travel-In State
WorkSpace Inc	582405	\$4,175.59	\$284.42	6230	Equip Replacement We	Postage and Expediti
			\$3,891.17	6322	Equip Replacement We	Materials & Supplies
Xerox Corp	582406	\$2,968.32	\$50.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$534.80	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$38.88	6322	Duplicating Services	Materials & Supplies
			\$427.76	6220	Duplicating Services	Rental of Equipment
			\$603.08	6322	Duplicating Services	Materials & Supplies
			\$518.50	7620	Duplicating Services	Lease/Purchase Bldg
\$176.13	7620	Duplicating Services	Lease/Purchase Bldg			
Nelson Development 10 LLC	582413	\$7,119.32	\$374.13	6210	Workforce Services	Rental of Buildings
			\$649.53	6030	IES-Des Moines	Custodial Services
			\$6,095.66	6210	IES-Des Moines	Rental of Buildings
DMACC HEA	582419	\$7,548.50	\$7,548.50	2272	Payroll Office	DMACC/HEA Dues Payab
ABC Virtual Communication	582439	\$41,500.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
			\$10,000.00	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
			\$1,500.00	6324	Economic Development	Computer Software
\$10,000.00	6324	Economic Development	Computer Software			
Alignex Inc	582444	\$2,500.00	\$2,500.00	6265	Non Tort Equip Maint	Software Service Agr

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Appcore	582450	\$11,583.41	\$11,583.41	6269	Appcore LLC #2-Job S	Other Company Servic
IG	582461	\$5,070.43	\$5,070.43	6322	Womens' Basketball B	Materials & Supplies
SASAS	582475	\$2,515.00	\$2,515.00	6460	Adult Literacy-South	Other Materials and
CDW Government Inc	582476	\$13,795.89	\$145.16	6323	Program Development	Minor Equipment
			\$82.98	6322	YouthBuild Project	Materials & Supplies
			\$180.96	6323	Perkins-Equipment	Minor Equipment
			\$672.09	6323	Program Development	Minor Equipment
			\$1,970.10	6323	Perkins-Equipment	Minor Equipment
			\$786.08	6324	Equipment Replacemen	Computer Software
			\$8,646.88	6324	Equip Replacement In	Computer Software
			\$66.26	6324	Duplicating Services	Computer Software
			\$1,179.12	6324	Office of VP, Info S	Computer Software
			\$66.26	6265	Office of VP, Info S	Software Service Agr
CenturyLink	582477	\$6,095.09	\$600.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$106.44	6150	Campus Communication	Communications
			\$44.53	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$610.00	6150	Communications	Communications
			\$775.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$585.00	6150	Campus Communication	Communications
			\$555.00	6150	Campus Communication	Communications
Curtis 1000	582489	\$4,991.86	\$4,991.86	6269	Office of Exec Dir,	Other Company Servic

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Prager Medical Inc	582501	\$28,322.67	\$28,322.67	7100	Equip Replacement He	Furniture, Machinery
Education to Go	582504	\$3,160.75	\$105.75	6269	Continuing Ed, On Li	Other Company Servic
			\$3,055.00	6269	Continuing Ed, On Li	Other Company Servic
Harrisvaccines Inc	582529	\$4,034.60	\$4,034.60	6269	Harrisvaccines Inc-J	Other Company Servic
Heartland Coop	582532	\$4,354.68	\$1,968.45	6322	Dallas County Farm O	Materials & Supplies
			\$50.00	6322	Dallas County Farm O	Materials & Supplies
			\$1,072.23	6322	Dallas County Farm O	Materials & Supplies
			\$1,264.00	6322	Dallas County Farm O	Materials & Supplies
Hockenbergs Equipment	582540	\$7,916.80	\$359.88	6322	Equip Replacement Ne	Materials & Supplies
			\$500.00	6322	Equip Replacement Sc	Materials & Supplies
			\$3,725.00	6322	Equip Replacement Sc	Materials & Supplies
			\$285.00	6322	Equip Replacement Sc	Materials & Supplies
			\$1,706.92	6322	Equip Replacement Ne	Materials & Supplies
			\$495.00	6322	Equip Replacement Sc	Materials & Supplies
			\$680.00	6322	Equip Replacement Sc	Materials & Supplies
			\$165.00	6322	Equip Replacement Sc	Materials & Supplies
Holiday Inn Downtown	582541	\$3,249.51	\$3,249.51	6240	Iowa HOSA - Fiscal A	Group Meeting/Worksh
Ingamells Commercial Floo	582544	\$29,897.61	\$22,067.86	6090	Capitol Building Ren	Maintenance/Repair o
			\$2,347.61	6378	Buildings Equipment	Materials/Supplies f
			\$5,482.14	6090	Capitol Building Ren	Maintenance/Repair o
International Refinish Pr	582546	\$4,195.29	\$31.78	6511	Auto Mechanics	Purchases for Resale
			\$11.52	6511	Auto Mechanics	Purchases for Resale
			\$186.91	6511	Auto Mechanics	Purchases for Resale
			\$177.81	6511	Auto Mechanics	Purchases for Resale



Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
International Refinish Pr	582546	\$4,195.29	\$160.52	6511	Auto Mechanics	Purchases for Resale
			-\$41.01	6511	Auto Mechanics	Purchases for Resale
			\$164.33	6511	Auto Mechanics	Purchases for Resale
			\$232.24	6511	Auto Mechanics	Purchases for Resale
			\$39.51	6511	Auto Mechanics	Purchases for Resale
			\$614.91	6511	Auto Mechanics	Purchases for Resale
			\$359.57	6511	Auto Mechanics	Purchases for Resale
			\$304.25	6511	Auto Mechanics	Purchases for Resale
			\$91.12	6511	Auto Mechanics	Purchases for Resale
			\$692.60	6511	Auto Mechanics	Purchases for Resale
			\$173.14	6511	Auto Mechanics	Purchases for Resale
			\$231.94	6511	Auto Mechanics	Purchases for Resale
			\$41.01	6511	Auto Mechanics	Purchases for Resale
			\$365.94	6511	Auto Mechanics	Purchases for Resale
			\$184.71	6511	Auto Mechanics	Purchases for Resale
\$89.64	6511	Auto Mechanics	Purchases for Resale			
\$82.85	6511	Auto Mechanics	Purchases for Resale			
INTL FCStone	582547	\$14,833.10	\$14,833.10	6269	Intl FCStone-Job Spe	Other Company Servic
Iowa Association of Commu	582548	\$19,762.10	\$19,762.10	6040	Board of Directors	Memberships
Iowa Communications Netwo	582549	\$22,321.91	\$2.15	6150	Campus Communication	Communications
			\$885.28	6150	Campus Communication	Communications
			\$18.39	6150	Campus Communication	Communications
			\$0.21	6150	Campus Communication	Communications
			\$6,821.44	6150	Campus Communication	Communications
			\$3,420.61	6269	Distance Learning	Other Company Servic
			\$365.94	6150	Mortuary Science Pro	Communications
			\$78.81	6150	Campus Communication	Communications
\$10.99	6150	Campus Communication	Communications			

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	582549	\$22,321.91	\$10,694.54	6150	Campus Communication	Communications
			\$23.55	6150	Campus Communication	Communications
Iowa Independent Auto Dea	582551	\$7,320.00	\$7,320.00	6322	Workforce Developmen	Materials & Supplies
Mac Tool Distributor	582567	\$3,021.65	\$3,021.65	1550	Office of Controller	Prepaid Expenses
MidAmerican Energy Co	582576	\$6,756.81	\$1,148.16	6190	Utilities	Utilities
			\$199.26	6190	Plant Operations - E	Utilities
			\$5,409.39	6190	Plant Operations - E	Utilities
MJC Interiors	582582	\$6,754.00	\$329.78	7100	Office of Exec Dean,	Furniture, Machinery
			\$6,424.22	7100	Equipment Replacemen	Furniture, Machinery
National Recoveries Inc	582589	\$2,664.10	\$5.00	6780	Office of Controller	Collection Agency Ex
			\$2,659.10	6780	Office of Controller	Collection Agency Ex
Weesvigs Inc	582590	\$2,512.85	\$299.90	6519	Bistro	College Inn
			\$565.61	6321	Culinary Arts	Food
			\$201.17	6518	Hospitality Careers	Gourmet Dinners
			\$129.80	6518	Hospitality Careers	Gourmet Dinners
			\$84.27	6321	Culinary Arts	Food
			\$874.62	6519	Bistro	College Inn
			\$357.48	6518	Hospitality Careers	Gourmet Dinners
Okoboji Wines	582597	\$5,644.15	\$5,644.15	6930	Beverage Account	Other Current Expens
Pioneer Hi Bred Internati	582606	\$267,674.50	\$267,674.50	6269	Pioneer Hi-Bred #9-J	Other Company Servic
Quick Fuel	582613	\$2,549.95	\$2,549.95	6420	Transportation Insti	Vehicle Materials an
Ralph N Smith Inc	582614	\$19,475.00	\$19,475.00	6378	Buildings Equipment	Materials/Supplies f

Report: FWRR040  
 Date: 11/20/2014  
 Time: 07:58 AM

Des Moines Area Comm College

List of checks over \$2,500.00 from 27-OCT-2014 to 19-NOV-2014

ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE	
ADG Planning and Design	582616	\$221,906.44	\$221,906.44	6012	YMCA/Student Service	Architect's Fees	
Securitas Security Servic	582628	\$40,841.34	\$16,415.68	6261	Non Tort Security In	Contracted Security	
			\$24,425.66	6261	Non Tort Security In	Contracted Security	
Sysco Food Services of Io	582649	\$3,304.79	\$123.81	6321	Culinary Arts	Food	
			\$389.81	6518	Hospitality Careers	Gourmet Dinners	
			\$1,369.85	6321	Culinary Arts	Food	
			\$154.80	6518	Hospitality Careers	Gourmet Dinners	
			\$517.25	6518	Hospitality Careers	Gourmet Dinners	
Workman, William S.	582671	\$4,800.00	\$749.27	6321	Culinary Arts	Food	
			\$4,800.00	6015	WTED-General Exp	Consultant's Fees	
			\$3,315.63	\$649.00	6060	Non Tort Equip Maint	Maintenance/Repair o
				\$384.52	6322	Duplicating Services	Materials & Supplies
				\$448.94	6322	Duplicating Services	Materials & Supplies
Kerox Corp	582672	\$3,315.63	\$580.85	6220	Duplicating Services	Rental of Equipment	
			\$428.32	6220	Duplicating Services	Rental of Equipment	
			\$824.00	6060	Non Tort Equip Maint	Maintenance/Repair o	
Iowa Workforce Developmen	582680	\$3,396.06	\$2,811.13	6150	IES-Des Moines	Communications	
			\$584.93	6150	WIA-Disability Emplo	Communications	
Iowa Workforce Developmen	582681	\$3,396.06	\$2,811.13	6150	IES-Des Moines	Communications	
			\$584.93	6150	WIA-Disability Emplo	Communications	
		REPORT TOTAL	\$3,723,281.80				

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

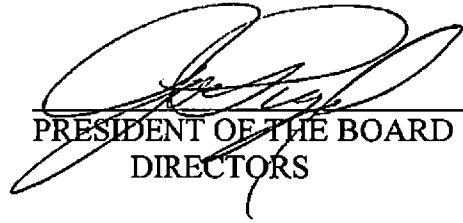
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and The Grand Opening Store, LLC. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and The Grand Opening Store, LLC." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*



---

PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



---

Secretary of the Board of Directors

## RESOLUTION

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND THE GRAND OPENING STORE, LLC.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

**WHEREAS**, the College has undertaken negotiations with respect to a jobs training program with The Grand Opening Store, LLC (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$1,955; and

**WHEREAS**, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

**WHEREAS**, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

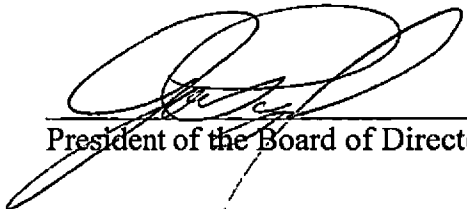
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

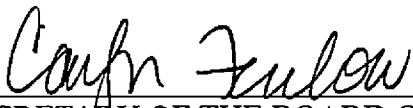
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK        )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS



# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and The Grand Opening Store, LLC, Urbandale, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III  
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$1,955, (the "Project Award") is issued by DMAACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>The Grand Opening Store</u>
	<u>7020 Douglas Avenue, Suite K</u>
	<u>Urbandale, IA 50322</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



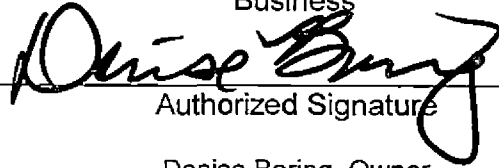
Authorized Signature

Joe Puge, Board President

Type Name and Title

The Grand Opening Store

Business



Authorized Signature

Denise Boring, Owner

Type Name and Title

Denise@thegrandopeningstore.com

Email Address

2006 South Ankeny Blvd.

7020 Douglas Avenue, Suite K

Ankeny, IA 50023

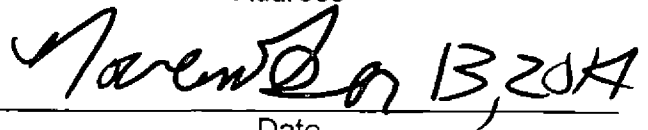
Address

Urbandale, IA 50322

Address

12-8-14

Date



Date

**WORKFORCE TRAINING AND ECONOMIC  
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**The Grand Opening Store, LLC  
Project #1**

October 28, 2014

**Training Plan and Budget  
For  
WTED Project**

The following Training Plan reflects the expected training activities for The Grand Opening Store. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by The Grand Opening Store staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	WTED Cost
I. <b>Job Skill Training</b>	<b>\$1,700</b>	<b>\$1,700</b>

**Advertising Specialty Institute (ASI) Conference**

**Participants will participate in various classes, workshops and seminars at the ASI Conference which may include but is not limited to:**

Sales Skills

Marketing Skills

Computer/Website Skills

Social Media Training

**A description of all available classes at the conference is attached.**

IV. <b>Administrative Costs</b>	<b>\$ 255</b>	<b>\$255</b>
---------------------------------	---------------	--------------

**DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met. Employees from The Grand Opening Store will have IDs scanned when attending classes and will submit proof of attendance to DMACC.**



**Total                    \$1,955                    \$1,955**

The training began 10/28/2014 with completion anticipated by 10/28/2016. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 2 unduplicated employees. No cash match is required for training less than \$5,000

## SECTION 6. TRAINING PLAN

I. Training start date. 10/28/14

II. Training end date. 10/28/16

**Note- Training plans can be written for a maximum of two years**

2

III. TOTAL UNDUPLICATED number of employees to be trained. \_\_\_\_\_

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
ASI Conference	\$1700	2	Value of Wages & Benefits	\$480
			Value of Facilities	
			Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$480
<b>Total Training Cost</b>	<b>\$1700</b>			

### PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

Yes  No

<b>Total Training Cost</b>	<b>\$1700</b>
<b>Administration Cost</b>	<b>\$255</b>
<b>Total Project Cost</b> (training cost + administration cost)	<b>\$1,955</b>
<b>Amount of Company Cash Match</b>	<b>\$0</b>
<b>Award Amount</b>	<b>\$1,955</b>

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Pella Security Products, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Pella Security Products, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND PELLA SECURITY PRODUCTS, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

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

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$4,999; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

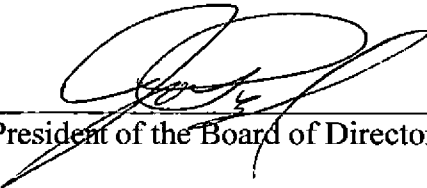
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Pella Security Products, Inc., Leighton, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.



- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III  
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of 4,999.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI  
EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Pella Security Products Inc.</u>
	<u>1910 Cordova Ave.</u>
	<u>Leighton, IA 50143</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.


Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

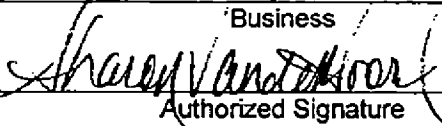
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College  
Community College  
  
Authorized Signature  
Joe Ingal, Board President  
Type Name and Title

Pella Security Products Inc.  
Business  
  
Authorized Signature  
Sharon vande Noord - Co-Owner  
Type Name and Title

vande@iowatelecom.net  
Email Address

2006 South Ankeny Blvd.

1910 Cordova Ave.

Ankeny, IA 50023  
Address

Leighton, IA 50143  
Address

12-8-14  
Date

11/7/14  
Date

**WORKFORCE TRAINING AND ECONOMIC  
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Pella Security Products, Inc.  
Project #1**

October 10, 2014

## SECTION 6. TRAINING PLAN

I. Training start date. 10/10/14

II. Training end date. 10/10/16

**Note-** Training plans can be written for a maximum of two years

III. TOTAL UNDUPLICATED number of employees to be trained. 5

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
			Value of Wages & Benefits	
Internet Marketing Strategy Boot Camp	\$1100.00	1	Value of Wages & Benefits	1372.00
Microsoft excel –technical training	\$649.00	2	Value of Facilities	
Computer consulting/training/email	\$1000.00	2	Value of Equipment:	
Peachtree accounting training	\$1000.00	1	Value of Supplies	
Company sales training	\$500.00	5	Other:	
			Total In-Kind Match	
<b>Total Training Cost</b>	<b>4249.00</b>			

### PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

Yes  No

<b>Total Training Cost</b>	<b>\$4249.00</b>
<b>Administration Cost</b>	<b>\$750.00</b>
<b>Total Project Cost</b> (training cost + administration cost)	<b>\$4999.00</b>
<b>Amount of Company Cash Match</b>	<b>\$0</b>
<b>Award Amount</b>	<b>\$4249.00</b> 4,999

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and JBL Appliance Service, Inc. d/b/a Westside Appliance Parts and Service Center, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and JBL Appliance Service, Inc. d/b/a Westside Appliance Parts and Service Center, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



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

\*\*\*\*\*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND JBL APPLIANCE SERVICE, INC. D/B/A WESTSIDE APPLIANCE PARTS AND SERVICE CENTER, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with JBL Appliance Service, Inc. d/b/a Westside Appliance Parts and Service Center, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

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

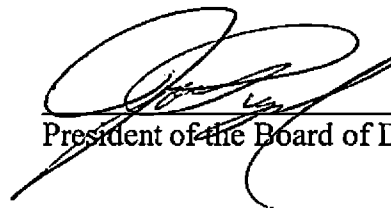
Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such

Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and JBL Appliance Service, Inc. dba Westside Appliance Parts and Service Center, Inc., Urbandale, Iowa, (the "Business" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III  
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$25,000, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI  
EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and



shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, IA 50023

Business: JBL Appliance Service, dba Westside Appliance  
10306 Douglas Ave.  
Urbandale, IA 50322

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

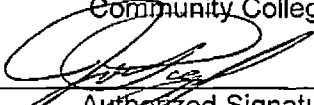
IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

JBL Appliance Service dba Westside

Appliance  
Business

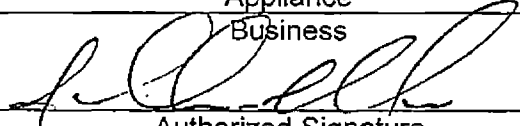
Community College



Authorized Signature

Joe Pugel Board President

Type Name and Title



Authorized Signature

Joseph Chmelka, President

Type Name and Title

joc@westsideparts.net

Email Address

2006 South Ankeny Blvd.

10306 Douglas Ave.

Ankeny, IA 50023

Address

Urbandale, IA 50322

Address

12-8-14

Date

10/28/14

Date

**WORKFORCE TRAINING AND ECONOMIC  
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**JBL Appliance Service, Inc.  
dba  
Westside Appliance Parts and Service Center, Inc.  
Project #1**

August 27, 2014

## SECTION 6. TRAINING PLAN

I. Training start date. 8/27/2014

II. Training end date. 8/27/2016

**Note-** Training plans can be written for a maximum of two years

10

III. TOTAL UNDUPLICATED number of employees to be trained. \_\_\_\_\_

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
<p><b>Job Skills Training:</b></p> <p>The following training activities are intended to assist employees of Westside Appliance Repair to improve their knowledge and training in a variety of areas including, but not limited to: appliance repair, marketing and business skills, refrigeration, HVAC and electrical repair, and computer training.</p> <p>Training is to be provided by DMACC and/or outside vendors as it relates to business specific and technical skills training. This may include classes, seminars, workshops, consulting or training.</p>	19,000	7	<i>Value of Wages &amp; Benefits</i>	9,000
<p><b>Management/Supervisory:</b></p> <p>Westside Appliance plans to develop company leaders by providing training on various topics including: customer service and communication, managing employees, difficult conversations in the workplace, coaching and managing inventory.</p> <p>Training may be completed by DMACC and/or other vendors in the form of classes, seminars, workshops, consulting or conferences.</p>	10,150	3	<i>Value of Facilities</i>	
<p><b>Materials:</b></p> <p>A number of materials may be purchased to support the training of Westside Appliance employees.</p>	500	10	<i>Value of Equipment:</i>	

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Employee and Family Resources, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Employee and Family Resources, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND EMPLOYEE AND FAMILY RESOURCES, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

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

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$17,500; and

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

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


Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors



STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Employee and Family Resources, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III  
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$17,500, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Employee &amp; Family Resources</u>
	<u>505 5<sup>th</sup> Ave, Suite 600</u>
	<u>Des Moines, IA 50309</u>

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Augel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

12-8-14

Date

Employee & Family Resources

Business

Authorized Signature

Tammy Hoyman

Tammy Hoyman, CEO

Type Name and Title

thoyman@efr.org

Email Address

505 5<sup>th</sup> Ave, Suite 600

Des Moines, IA 50309

Address

11/14/2014

Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Employee and Family Resources, Inc.  
Project #1**

September 22, 2014



**Training Plan and Budget  
For  
260F Project**

The following Training Plan reflects the expected training activities for Employee and Family Resources. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Employee and Family Resources staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
<b>I. Job Skill Training</b>	<b>\$3,500</b>	<b>\$3,500</b>

Employees at Employee and Family Resources will receive Job Skill training from DMACC and/or other vendors that may include, but not be limited to, the following subject areas.

Presentations

Employees will receive training on how to deliver more effective presentations and to be more impactful. Presentation skills learned will be used both internally with other employees of Employee and Family Resources and also externally with existing clients and potential clients. Training in this skill area will be crucial as Employee and Family Resources seeks to expand its client base.

Facilitation

Employees will receive facilitation training that may include, but not be limited to, facilitating meetings and facilitation of small and large groups.

Diversity Training

Training in this area may include, but not be limited to, understanding differences, diversity in the workplace, harassment training, respectful workplace training and other diversity training.

<b>II. Management/Supervisory Skills</b>	<b>\$18,000</b>	<b>\$10,626</b>
--	-----------------	-----------------

Employees at Employee and Family Resources will receive Job Skill training from DMACC and/or other vendors that may include, but not be limited to, the following subject areas.

Leadership Training

Participants will be trained in various Leadership Development classes, workshops and seminars which may include but is not limited to:

Entrepreneurial Operating System

Achieving Leadership Potential

Influential Leadership

Supporting Leadership Development

Adaptive Leadership

New Leader Training

Facilitation Skills

Conflict Resolution

Team Building

Communication Skills

Employee Engagement

Employees will receive training in employee engagement that may include, but not be limited to classes, workshops, seminars or management boot camps covering Team Building, Motivating Employees, Using Influence, training in various personality and work-style assessment tools which may include DiSC and/or MBTI or similar.

<b>III.</b>	<b>Materials and Supplies</b>	<b>\$1,000</b>	<b>\$0</b>
-------------	-------------------------------	----------------	------------

Employee and Family Resources may purchase books, software, DVDs, manuals and other training materials to help facilitate employee learning.

<b>IV.</b>	<b>Administrative Costs</b>	<b>\$ 3,375</b>	<b>\$3,375</b>
------------	-----------------------------	-----------------	----------------

DMACC will help the company monitor the activity for the duration of the contract to

assure that the training objectives are met.

<b>Total</b>	<b>\$33,400.00</b>	<b>\$17,500</b>
--------------	--------------------	-----------------

The training began 9/22/14 with completion anticipated by 9/22/16. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 25 unduplicated employees and will show, at the completion of the contract, \$8,375 in-kind cash match. This match will be linked to the training as outlined in this plan.

## SECTION 6. TRAINING PLAN

I. Training start date. 9/22/2014

II. Training end date. 9/22/2016

**Note- Training plans can be written for a maximum of two years**

25

III. TOTAL UNDUPLICATED number of employees to be trained. \_\_\_\_\_

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	Position Title	Average Wage
Job Skill Presentation/Facilitation Skills Diversity training	\$3,500	20	Prevention Specialists and Workplace Services Consultants	\$23.71
Management/Supervisory Entrepreneurial Operating System Leadership Training- Employee engagement	\$18,000	11	Managers and Directors	\$37.77
Training Materials	\$1,000		All agency	\$24.84
<b>Total Training Cost</b>	<b>\$22,500</b>			

In-Kind Match	
Value of Wages & Benefits	24,750
Value of Facilities	
Value of Equipment:	

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

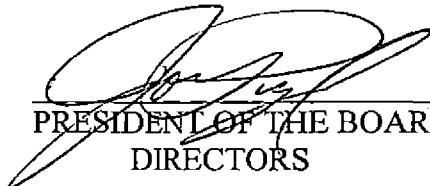
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and H.S. Medical Billing Services, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and H.S. Medical Billing Services, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND H.S. MEDICAL BILLING SERVICES, INC.

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with H.S. Medical Billing Services, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

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

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors



STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and H.S. Medical Billing Services, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

### ARTICLE IV CONTRACT MODIFICATION

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

#### ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Medical Billing Services</u>
	<u>2213 Grand Avenue</u>
	<u>Des Moines, IA 50312</u>

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



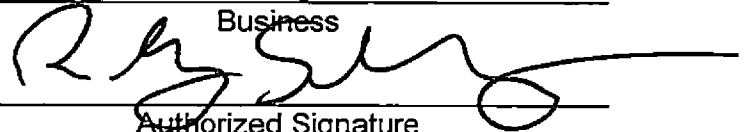
Authorized Signature

Joe Pugel, Board President

Type Name and Title

Medical Billing Services

Business



Authorized Signature

Randy Schwager, Vice President and Owner

Type Name and Title

Rsbills4docs@aol.com

Email Address

2006 South Ankeny Blvd.

2213 Grand Avenue

Ankeny, IA 50023

Address

Des Moines, IA 50312

Address

12-8-14

Date

11/13/2014

Date

260F-4 (03/00)

~~Signature~~

Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**H.S. Medical Billing Services, Inc.  
Project #1**

August 18, 2014



## Training Plan and Budget For 260F Project

The following Training Plan reflects the expected training activities for Medical Billing Services. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Medical Billing Services staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
<b>I. Job Skill Training</b>	<b>\$14,500</b>	<b>\$10,500</b>

Employees of Medical Billing Services will receive job skill training that may include, but not limited to the following areas:

Medical Coding – employees will receive training on medical coding and use of medical coding software.

Compliance Management- employees will receive training on HIPAA Privacy and Billing Compliance to assure they are performing all duties in a legal manner.

Customer Service – employees will receive training in customer service skills which may include, but not be limited to: phone skills, exceeding expectations, creating a service culture, establishing payment plans and dealing with difficult customers.

Computer Training – employees will receive training on Microsoft Office applications which may include, but not be limited to, Word, Access, Excel. Also, they may be trained on industry specific billing software functions such as implementing the Claims Tracking Module and other elements of the CPU Practice Management System. Training may also include training on client-specific electronic health records programs.

Sales and Marketing Management- employees will receive training on use of Contact Management Software, Digital Brand Marketing, Inbound and Outbound marketing, sales skills, prospecting and the overall development of new business.

<b>II. Management/Supervisory Skills</b>	<b>\$2,500</b>	<b>\$1500</b>
--	----------------	---------------

Medical Billing Services may choose to send managers and supervisors through training to improve their skills in areas which may include, but not be limited to: Team Building, Coaching, Delegating, Performance Reviews, Leading Change,

Leadership Development, trends in healthcare billing management, and overall business management. This may include industry training programs for management provided through the Healthcare Billing and Management Association, vendors or other similar organizations.

**III. Materials and Supplies** **\$12,650** **\$8552**

Medical Billing Services may purchase computer hardware for training facility, software, books, manuals, DVDs, subscriptions for online training programs, tutorials and other materials to help facilitate learning.

**IV. Administrative Costs** **\$ 4,448** **\$4,448**

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

**Total** **\$34,098** **\$25,000**

The training began 8/18/2014 with completion anticipated by 8/18/2016. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 15 unduplicated employees and will show, at the completion of the contract, \$9,098 in cash match. This match will be linked to the training as outlined in this plan.

## SECTION 6. TRAINING PLAN

I. Training start date. 8/18/2014

II. Training end date. 8/18/2016

**Note- Training plans can be written for a maximum of two years**

15

III. TOTAL UNDUPLICATED number of employees to be trained. \_\_\_\_\_

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	Position Title	Average Wage
Job Skill Training				
Medical Coding & Compliance	\$6,000	15	Patient Account Rep Team Leaders	\$22.00
Claim Tracking Software Training	\$5,500	12	Patient Account Rep Team Leaders	\$22.00
Customer Service	\$2,000	15	All FT Employees	\$19.11
Sales/Marketing/Management	\$1,000	2	Marketing Mgr. VP	\$15.00
Management/Supervisory Training	\$2,500	2	Management Team	\$40.00
Training Materials				
Training Equipment/Supplies	\$12,650	15		
<b>Total Training Cost</b>	<b>29,650</b>			

*In-Kind Match*

*Value of Wages & Benefits*

\$9,220.00

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

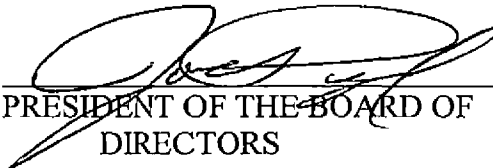
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and SPAL-USA, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and SPAL-USA, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND SPAL-USA, INC.

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with SPAL-USA, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$15,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

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

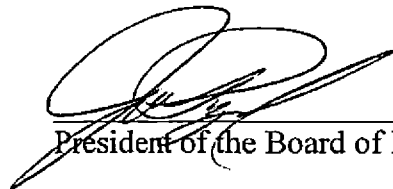
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS



# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and SPAL-USA, Inc., Ankeny, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III  
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$15,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI  
EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, IA 50023

Employer: SPAL USA  
1731 SE Oralabor Rd.  
Ankeny, IA 50021

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

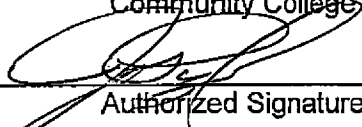
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Piegel Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

12-8-14

Date

SPAL USA

Business



Authorized Signature

Anne Wegner, Finance & Human Resource Manager

Type Name and Title

awegner@spalusa.com

Email Address

1731 SE Oralabor Rd.

Ankeny, IA 50021

Address

10/23/14

Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMAACC General Counsel

*Signature*

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**SPAL-USA, Inc.  
Project #3**

June 6, 2014

## SECTION 6. TRAINING PLAN

I. Training start date. June 6, 2014

II. Training end date. June 6, 2016

**Note-** Training plans can be written for a maximum of two years

12

III. TOTAL UNDUPLICATED number of employees to be trained. \_\_\_\_\_

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

<i>Training Activity</i>	<i>Training Cost</i>	<i># To be Trained</i>	Position Title	Average Wage
Job Skills Training: Technology-Employees will attend conventions, classes, seminars, and training on information technology which will provide expertise on the products SPAL uses to distribute goods and services. Training may include customs coordinator training, Jet Reports, Cisco phone training, IT warehouses, and Microsoft NAV.	14,550	10	IT Personnel	40.95
Computer Training-Courses, seminars, on-site consulting and training for software and business system training as it related to SPAL's business will be offered. Training may include, but is not limited to Microsoft products training, Window's Sharepoint services.			Customer Service Personnel	23.43
Customer Service and Sales-Classes, seminars and training			General Office Sales Managers	22.035
				43.24



sessions to provide sales and customer service training to SPAL employees will help grow the business and provide superior customer service.				
Management/Supervisory Skills: Training, classes, seminars and consulting may be provided to help develop employee's professional skills. Courses may include, but are not limited to time management, supervisory skills, communication and customer service. A portion of these costs will include tuition, registration fees, materials and travel expenses.	2,000	4	Department Manager	50.96
Training Materials: Learning resources may be purchased for the training. These could include, but are not limited to training manuals, software, DVDs, reference materials and audio visual equipment.	1,000	All Staff		35.80
<b>Total Training Cost</b>	<b>17,550</b>			

<i>In-Kind Match</i>	
<i>Value of Wages &amp; Benefits</i>	11,028.86
<i>Value of Facilities</i>	
<i>Value of Equipment</i>	1,000
<i>Value of Supplies</i>	
<i>Other:</i>	
<b>Total In-Kind Match</b>	<b>12,028.86</b>

PROJECT COSTS AND AWARD AMOUNT

- For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?
- Yes  No

Total Training Cost	\$17,550.00
Administration Cost	\$2,632.50
Total Project Cost (training cost + administration cost)	\$20,182.50
Amount of Company Cash Match	\$5,182.50
EDA Award Amount (Maximum award is \$25,000)	\$15,000.00

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and MJM Holdings, Inc. d/b/a Speck USA, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and MJM Holdings, Inc. d/b/a Speck USA, Inc. " The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\*\*\*\*\*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND MJM HOLDINGS, INC. D/B/A SPECK USA, INC.

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with MJM Holdings, Inc. d/b/a Speck USA, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

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

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and MJM Holdings, Inc. dba Speck USA, Inc., West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.



- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

**ARTICLE III  
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI  
EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

#### ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, IA 50023

Employer: Speck USA  
PO Box 21009  
Des Moines, IA 50321

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.


Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

  
Authorized Signature  
Joe Pugh, Board President  
Type Name and Title


2006 South Ankeny Blvd.

Ankeny, IA 50023  
Address

12-8-14  
Date

Speck USA

Business

  
Authorized Signature  
Matt Mausser, President and CEO  
Type Name and Title

mjm@speckusa.com  
Email Address

PO Box 21009

Des Moines, IA 50321  
Address

11-6-2014  
Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**MJM Holdings, Inc.  
dba  
Speck USA, Inc.  
Project #3**

August 20, 2014

**Training Plan and Budget  
For  
260F Project**

The following Training Plan reflects the expected training activities for Speck USA. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Speck USA staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$28,150</b>	<b>\$19,052</b>
A. Technical Training:		
Employees will receive job specific technical training from DMACC and/or other vendors that may include, but not be limited to: Decorative Concrete, Concrete Floor Polishing, Epoxy Coating and Welding.		
B. Construction:		
DMACC and/or other vendors will train employees of Speck USA in construction activities including, but not limited to, new product installation, decorative concrete and countertop installation.		
C. Safety:		
Safety training may be provided by DMACC and/or other vendors including such topics as 10 and 30 hour OSHA, driving classes, fire safety, material storage, machine guarding and safe lifting techniques.		
D. Computer Skills:		
The company may send employees to computer skills training provided by DMACC and/or other vendors that may include, but is not limited to Microsoft Office programs such as Word, Access and Excel.		

E. English as a second language:

Because some employees may be non-native English speaking, the company may need to offer training on basic English skills

**II. Management/Supervisory Skills** **\$1,000** **\$1,000**

The company may send one or more supervisors through leadership and management training to help supervisors better manage employees.

**III. Materials and Supplies** **\$500** **\$500**

The company may purchase books, DVDs, software and other training materials and supplies to support learning for company employees.

**IV. Administrative Costs** **\$ 4,448** **\$4,448**

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

**Total** **\$34,098.00** **\$25,000**

The training began August, 20 2014 with completion anticipated by August 20, 2016. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 30 unduplicated employees and will show, at the completion of the contract, \$9,098 in-kind cash match. This match will be linked to the training as outlined in this plan.



## SECTION 6. TRAINING PLAN

I. Training start date. 8/20/2014

II. Training end date. 8/20/2016

**Note-** Training plans can be written for a maximum of two years

25

III. TOTAL UNDUPLICATED number of employees to be trained. \_\_\_\_\_

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skills				
Technical Training				
Construction				
Safety	28,150	25	Value of Wages & Benefits	
Computer Skills				
English as a Second Language				
Management/Supervisory	1000	2	Value of Facilities	
Training Materials	500		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	
<b>Total Training Cost</b>	<b>29,650</b>			

### PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

Yes    No

Total Training Cost	\$29,650
Administration Cost	\$4,448

Ankeny, Iowa  
December 8, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of December, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Continuous Control Solutions, LLC. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Continuous Control Solutions, LLC." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CONTINUOUS CONTROL SOLUTIONS, LLC.

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Continuous Control Solutions, LLC (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

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

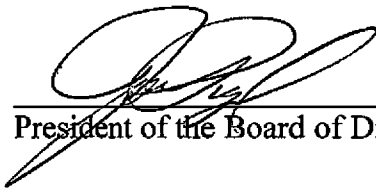
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of December, 2014.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK        )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 8, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of December, 2014.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of December 8, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Continuous Control Solutions, LLC, Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.



**ARTICLE III  
PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

**ARTICLE V  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: Continuous Control Solutions

11275 Aurora Ave.

Urbandale, IA 50322

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pregel Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

12.8.14

Date

Continuous Control Solutions

Business

Authorized Signature

Boris Shcharansky, Vice President

Type Name and Title

bshcharansky@ccsia.com

Email Address

11275 Aurora Ave.

Urbandale, IA 50322

Address

11/17/2014

Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Continuous Control Solutions, LLC  
Project #2**

April 22, 2014

**Training Plan and Budget  
For  
260F Project**

The following Training Plan reflects the expected training activities for Continuous Control Solutions. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Compressor Control Solutions staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$22,237.50	\$15,414.38

The job skills training will include, but is not limited to, the following components.

Employees will gain advanced knowledge of industry technology (such as independent hardware platforms, HMI-human machine interface, and specific programming) that cut across multiple, unique, (and in some cases proprietary) business systems such as Honeywell, Siemens, Allen-Bradley, and Yokogawa making them more marketable in the state of Iowa.

In addition to precise knowledge of sophisticated operating systems, employees will advance their skills in customer service, marketing, accounting/finance and English proficiency through ESL classes.

In order to become an official supplier for compressor control software for major industry leaders it is required that CCS employees be comprehensively trained in their various business systems. The majority of the job skills training is highly sophisticated and industry specific requiring employees to attend training through CCS's customers. However, CCS will work with DMACC to customize the skills training outside of the specific industry training.

II. Management/Supervisory Skills	\$5,930.00	\$4,110.50
-----------------------------------	------------	------------

CCS management/supervisory training will include, but is not limited to, the essential management concepts and applications relating to various human resources policies

and procedures, employment laws, performance management, communication skills, and quality initiatives.

**III. Materials and Supplies** **\$1,482.50** **\$1,027.63**

The CCS training materials and supplies will include, but are not limited to, specific training materials and supplies used by instructors, facilitators, and students in the respective training environments. These materials will store the information needed by the learner to gain knowledge, upgrade skills and ultimately perform tasks.

**IV. Administrative Costs** **\$4,447.50** **\$4,447.50**

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

**Total** **\$34,097.50** **\$25,000**

The training began April 24, 2014 with completion anticipated by April 22, 2016. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 6 (six) unduplicated employees and will show, at the completion of the contract, \$9,098 in-kind cash match. This match will be linked to the training as outlined in this plan.

## SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 4/22/14

II. Training end date. 4/22/16

**Note- Training plans can be written for a maximum of two years**

III. TOTAL UNDUPLICATED number of employees to be trained. 6

### TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

<i>Training Activity</i>	<i>Training Cost</i>	<i># To be Trained</i>	<i>Position Title</i>	<i>Average Wage</i>
Job Skill	\$22,237.50	6	Office Administrator	\$24.03
			Director of Engineering	\$35.34
			Director of Technology	\$35.34
			Sales	
			Support/Product Development	
			Engineer	\$34.86
			Project Engineer (2)	\$26.44
Management/Supervisory	\$5,930	2	Director of Engineering and Director Technology	\$35.34 \$35.34
Training Materials	\$1,482.50			
<b>Total Training Cost</b>	<b>\$29,650</b>			



RESOLUTION SETTING PUBLIC HEARING DATE AND ADOPTING PROPOSED PLANS AND SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC BOONE CAMPUS CIVIL ENGINEERING TECHNOLOGY/DOT ADDITION.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that proposed plans and specifications, form of contract and estimated costs for the DMACC Boone Campus Civil Engineering Technology/DOT Addition are hereby adopted and placed on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED, that the Board shall hold a Public Hearing at the DMACC Ankeny Campus 2006 South Ankeny Blvd., Ankeny, Iowa, Borgen Administration Center, Eldon Leonard Board Room at 4:00 pm on February 9, 2015 on the matter of the adoption of plans and specifications, form of contract and estimated costs now on file in the office of the Secretary of the Board of Directors; after such Public Hearing and receipt of public comments, if any, the Board shall review the bids received and decide whether or not, and when, to award the contract; the Board reserves the right to reject any and all bids, to waive technicalities in the bidding process, and to award the contract on the same date as the Public Hearing or at some later date to be announced after the Public Hearing.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said Public Hearing as required by law.

PASSED AND APPROVED this 8th day of December, 2014.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors

ATTACHMENT "A"

RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR THE DMACC BOONE CAMPUS CIVIL ENGINEERING TECHNOLOGY/DOT ADDITION.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that sealed proposals for the DMACC Boone Campus Civil Engineering Technology/DOT Addition will be received at the DMACC Ankeny Campus, Commons, Eldon Leonard Board Room, 2006 S. Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m. Central Time, February 3, 2014 at which time and place said bids will be publicly opened and read aloud.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said deadline for receiving bids as required by law.

PASSED AND APPROVED this 8th day of December 2014.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors

ATTACHMENT "B"

# ***Des Moines Area Community College***



## ***FINANCIAL STATEMENTS FOR NOVEMBER 30, 2014 AND THE FIVE MONTHS THEN ENDED***

## **DMACC Fund Descriptions**

### **Fund 1 – General Unrestricted Fund**

This fund is used to account for the general operations of the College. These funds are available for any legally authorized purpose and are, therefore, used to account for all revenue and expenditures for activities not provided for in other funds. The organizational units to be financed through this fund are those which are generally directly concerned with the operation and support of the educational programs of the College as a whole.

### **Fund 2 – General Restricted Fund**

This fund is used to account for resources that are available for the operation and support of the educational programs, but are restricted as to their use by outside agencies or donors.

### **Fund 3 – Auxiliary Fund**

These funds are unrestricted, but they have been designated for a particular use. They account for activities intended primarily to provide non-instructional services or sales to students, staff, and/or institutional departments, and which are in addition to the educational and general objectives of the College.

### **Fund 4 – Agency Fund**

This fund is used to account for assets held by the College as custodian or fiscal agent for others.

### **Fund 5 – Scholarship Fund**

This fund accounts for the receipt and disbursement of scholarship awards to students, primarily PELL grants.

### **Fund 6 – Loan Fund**

This fund accounts for the receipt and disbursement of funds relating to student loans.

### **Fund 7 – Plant Fund**

This fund is used to account for transactions relating to investment in College properties. They include amounts which have been appropriated or designated for purchase of land, improvements, buildings, and equipment, the retirement of indebtedness and the administration of the physical plant.

**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
TABLE OF CONTENTS**

**FINANCIAL STATEMENTS & ATTACHMENTS:**

- 1 Balance Sheet - All Funds
- 2 Statement of Revenue, Expenditures & Changes in Fund Balance
- 3 Cash in Banks and Investments
- 4 Budget/Actual Report - All Funds
- 5 Fund 1 Revenue Comparison & Fund 1 Expense Comparison

The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects.



**Ben Voaklander, Controller**

**Des Moines Area Community College  
Balance Sheet  
November 30, 2014**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	\$ 12,929,281	\$ 50,879,824	\$ 4,426,933	\$ 2,396,380	\$ (164,580)	\$ (17,871)	\$ 1,235,214	\$ 71,685,181
Accounts Receivable	20,620,704	53,295,254	92,080	25,232	-	-	887,643	74,920,913
Student Loans	-	-	-	-	-	131,039	-	131,039
Deposits & Prepaid Expenses	9,059	-	-	-	-	-	-	9,059
Inventories	54,118	-	281,488	-	-	-	-	335,606
Total Current Assets	33,613,162	104,175,078	4,800,501	2,421,612	(164,580)	113,168	2,122,857	147,081,798
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	153,908,875	153,908,875
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	17,533,317	17,533,317
Less accumulated depreciation	-	-	-	-	-	-	(67,632,096)	(67,632,096)
Total Fixed Assets	-	-	-	-	-	-	103,810,096	103,810,096
<b>TOTAL ASSETS</b>	<b>\$ 33,613,162</b>	<b>\$ 104,175,078</b>	<b>\$ 4,800,501</b>	<b>\$ 2,421,612</b>	<b>\$ (164,580)</b>	<b>\$ 113,168</b>	<b>\$ 105,932,953</b>	<b>\$ 250,891,894</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 3,447,868	\$ 6,919,722	\$ 49,237	\$ 5,585	\$ -	\$ -	\$ 120,577	\$ 10,542,989
Long Term Liabilities	1,497,971	67,858,330	27,500	5,700	-	-	4,273,422	73,662,923
Deferred Revenue	18,307,544	29,126,662	-	-	-	-	600,000	48,034,206
Deposits Held in Custody for Others	7,619	-	-	2,410,327	-	-	-	2,417,946
Total Liabilities	23,261,002	103,904,714	76,737	2,421,612	-	-	4,993,999	134,658,064
<b>Fund Balance:</b>								
Unrestricted	10,352,160	-	4,723,764	-	-	-	-	15,075,924
Restricted-Specific Purposes	-	270,364	-	-	(164,580)	113,168	1,418,858	1,637,810
Net Investment in Plant	-	-	-	-	-	-	99,520,096	99,520,096
Total Fund Balance	10,352,160	270,364	4,723,764	-	(164,580)	113,168	100,938,954	116,233,830
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$ 33,613,162</b>	<b>\$ 104,175,078</b>	<b>\$ 4,800,501</b>	<b>\$ 2,421,612</b>	<b>\$ (164,580)</b>	<b>\$ 113,168</b>	<b>\$ 105,932,953</b>	<b>\$ 250,891,894</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Five Months Ended November 30, 2014**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 23,216,819	\$ 38,085	\$ 151,459	\$ 175,818	\$ -	\$ -	\$ -	\$ 23,582,181
Local Support (Property Taxes)	3,137,467	4,664,713	-	-	-	-	3,137,427	10,939,607
State Support	14,265,797	4,050,739	-	2,628	-	-	400,000	18,719,164
Federal Support	35,746	1,841,402	32,619	188,448	11,296,751	-	-	13,394,966
Sales and Services	360,290	-	1,457,141	33,742	-	-	13,319	1,864,492
Training Revenue / ACE	-	9,701,097	-	-	-	-	-	9,701,097
Other Income	946,370	2,242,736	255,244	562,486	100	-	12,341	4,019,277
<b>Total Revenue</b>	<u>41,962,489</u>	<u>22,538,772</u>	<u>1,896,463</u>	<u>963,122</u>	<u>11,296,851</u>	<u>-</u>	<u>3,563,087</u>	<u>82,220,784</u>
<b>Transfers In - General</b>	333,570	517,300	122,370	124,833	150,742	5,000	1,643,463	2,897,278
<b>Total Revenue and Transfers In</b>	<u>\$ 42,296,059</u>	<u>\$ 23,056,072</u>	<u>\$ 2,018,833</u>	<u>\$ 1,087,955</u>	<u>\$ 11,447,593</u>	<u>\$ 5,000</u>	<u>\$ 5,206,550</u>	<u>\$ 85,118,062</u>
<b>Expenditures:</b>								
Instruction	\$ 21,997,489	\$ 11,134,142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,131,631
Academic Support	5,120,202	27,593	-	-	-	-	-	5,147,795
Student Services	4,045,490	393,174	-	-	-	-	-	4,438,664
Instructional Support	6,540,157	3,890,036	-	-	-	-	-	10,430,193
Operation and Maintenance of Plant	3,041,918	4,100,877	-	-	-	-	-	7,142,795
Auxiliary Enterprise Expenditures	-	-	1,456,729	-	-	-	-	1,456,729
Scholarship Expense	-	-	-	-	11,812,390	-	-	11,812,390
Loan Fund Expense	-	-	-	-	-	(1,908)	-	(1,908)
Plant Fund Expense	-	-	-	-	-	-	4,348,511	4,348,511
Agency Fund Expense	-	-	-	694,678	-	-	-	694,678
<b>Total Expenditures</b>	<u>40,745,256</u>	<u>19,545,822</u>	<u>1,456,729</u>	<u>694,678</u>	<u>11,812,390</u>	<u>(1,908)</u>	<u>4,348,511</u>	<u>78,601,478</u>
<b>Transfers Out - General</b>	1,781,118	825,625	192,307	98,228	-	-	-	2,897,278
<b>Total Expenditures and Transfers Out</b>	<u>42,526,374</u>	<u>20,371,447</u>	<u>1,649,036</u>	<u>792,906</u>	<u>11,812,390</u>	<u>(1,908)</u>	<u>4,348,511</u>	<u>81,498,756</u>
<b>Net Increase (Decrease) for the Period</b>	(230,315)	2,684,625	369,797	295,049	(364,797)	6,908	858,039	3,619,306
<b>Fund Balance at Beginning of Year</b>	10,582,475	(2,414,261)	4,353,967	1,440,124	200,217	106,260	100,080,915	114,349,697
<b>Fund Balance at End of Period</b>	<u>\$ 10,352,160</u>	<u>\$ 270,364</u>	<u>\$ 4,723,764</u>	<u>\$ 1,735,173</u>	<u>\$ (164,580)</u>	<u>\$ 113,168</u>	<u>\$ 100,938,954</u>	<u>\$ 117,969,003</u>

**DES MOINES AREA COMMUNITY COLLEGE  
INVESTMENT RECAP  
November 30, 2014**

**DEPOSITORY ACCOUNTS**

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 13,419,413	0.07%	Money Market
Various Checking Accounts	\$ 165,359	0.30%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ 42,879	0.15%	Money Market
Sub Total	\$ 13,627,651		

**DMACC INVESTMENTS**

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank of the West		\$ 13,089,386	0.24%	Checking Accounts
West Bank		\$ 2,259,445	0.20%	Investment Account
West Bank	September 28, 2014	\$ 2,000,000	0.45%	9/28/2016
Wells Fargo		\$ 472,752	0.15%	Investment Account
Sub Total		\$ 17,821,583		

					<u>Calculated Term Months</u>
Bankers Trust - Cedar Rapids	May 15, 2013	\$ 3,000,000	0.35%	December 16, 2014	19.3
Bankers Trust - Cedar Rapids	May 15, 2013	\$ 1,000,000	0.41%	May 15, 2015	24.3
Bankers Trust - Cedar Rapids	December 19, 2013	\$ 2,500,000	0.57%	May 19, 2015	17.2
Great Western Bank	October 24, 2012	\$ 1,200,000	0.60%	April 24, 2015	30.4
Great Western Bank	October 24, 2012	\$ 90,000	0.60%	October 26, 2015	36.6
Great Western Bank	October 24, 2012	\$ 280,000	0.75%	April 25, 2016	42.6
Wells Fargo - Ankeny	February 20, 2013	\$ 2,175,000	0.30%	February 20, 2015	24.3
Wells Fargo - Ankeny	June 26, 2014	\$ 2,000,000	0.30%	February 26, 2016	20.3
Bankers Trust - Des Moines Money Market		\$ 19,996,343	0.28%	Money Market	
Wells Fargo - Ankeny Money Market		\$ 7,986,570	0.15%	Money Market	
ISJIT Diversified Fund		\$ 8,034	0.01%	Money Market	
<b>ISJIT INVESTMENTS</b>					
Total ISJIT Investments		\$ 40,235,947			
<b>Grand Total of Investments</b>		<u>\$ 71,685,181</u>			
<b>Grand Total Weighted Average of Investments</b>			0.25%		

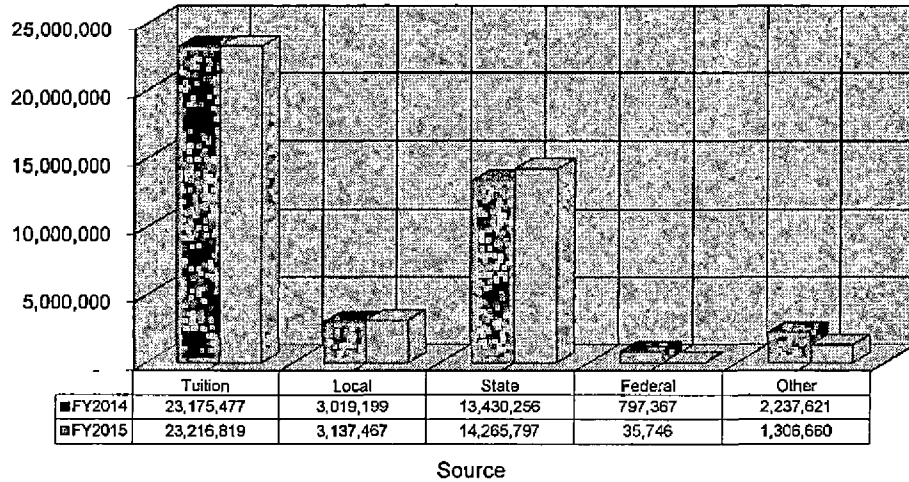


**Des Moines Area Community College  
Fiscal Year Ending June 30, 2015 Budget Report  
Summary by Fund (All Funds)  
For the Five Months Ended November 30, 2014**

Fund Name	Fund Number	Board Approved Budget	Working Budget	Amount Received/ Expended	Budget Commitments	Working Budget Balance
<b>Revenue</b>						
Unrestricted Current	1	\$ 103,305,696	\$ 106,946,199	\$ 42,296,059		\$ 64,650,140
Restricted Current	2	51,373,600	56,631,474	23,056,072		33,575,402
Auxiliary	3	3,535,468	3,729,223	2,018,833		1,710,390
Agency	4	681,605	681,605	1,087,955		(406,350)
Scholarship	5	25,845,259	25,845,259	11,447,593		14,397,666
Loan	6	5,000	5,000	5,000		-
Plant	7	25,040,713	26,840,713	5,206,550		21,634,163
<b>Total Revenue</b>		<b>\$ 209,787,341</b>	<b>\$ 220,679,473</b>	<b>\$ 85,118,062</b>		<b>\$ 135,561,411</b>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 103,301,481	\$ 106,799,115	\$ 42,526,374	\$ 35,208,459	\$ 29,064,282
Restricted Current	2	51,514,432	57,756,921	20,371,447	5,665,330	31,720,144
Auxiliary	3	3,931,986	4,270,722	1,649,036	1,120,501	1,501,185
Agency	4	826,552	837,136	792,906	168,818	(124,588)
Scholarship	5	25,865,259	25,872,759	11,812,390		14,060,369
Loan	6	5,000	5,000	(1,908)		6,908
Plant	7	21,739,175	22,261,640	4,348,511	1,134,821	16,778,308
<b>Total Expenditures</b>		<b>\$ 207,183,885</b>	<b>\$ 217,803,293</b>	<b>\$ 81,498,756</b>	<b>\$ 43,297,929</b>	<b>\$ 93,006,608</b>

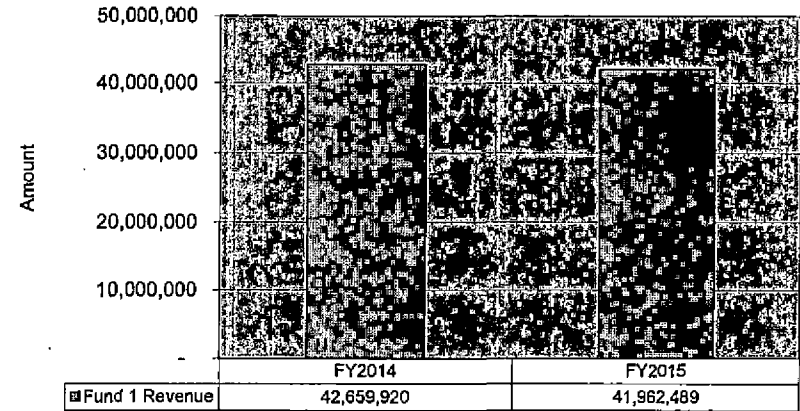
**Des Moines Area Community College  
Revenue/Expense Comparison With Prior Year  
For the Five Months Ended November 30, 2014**

**Fund 1 Revenue Comparison by Source  
November 30, 2014**

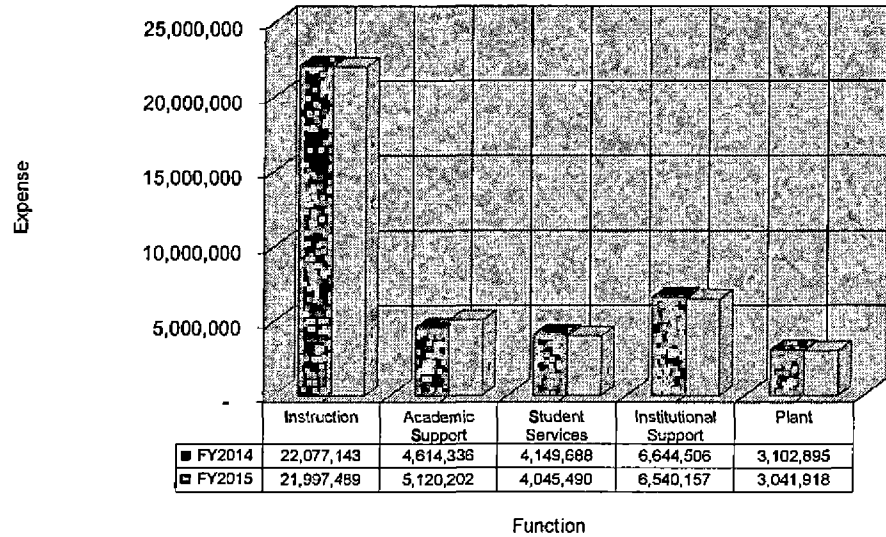


**Tuition Increase 0.18%**  
**Overall Decrease -1.63%**

**Fund 1 Revenue  
November 30, 2014**



**Fund 1 Expense Comparison by Function  
November 30, 2014**



**Overall Increase 0.39%**

**Fund 1 Expense  
November 30, 2014**

