

Des Moines Area Community College

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Board of Directors Meeting Minutes

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4-9-2012

### Board of Directors Meeting Minutes (April 9, 2012)

DMACC

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Board of Directors  
Des Moines Area Community College

April 9, 2012  
Regular Board Meeting  
4:00 p.m.

Eldon Leonard Boardroom  
DMACC Ankeny Campus

## Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Alan Hutchison, English Professor  
  
Sharon Bittner, Director of Program Development, and Hollie Coon,  
Disability Services Coordinator  
  
Kim Linduska, Executive Vice President of Academic Affairs,  
and Joe DeHart, Executive Director of Institutional Effectiveness
6. Consent Items.
  - a. Consideration of minutes from March 12, 2012 Public Hearing and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
7. Board Report 12-013. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Express Logistics, Inc. Project #3.**
8. Board Report 12-014. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Ryko Solutions, Inc.**
9. Board Report 12-015. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Associated Builders & Contractors of Iowa.**

10. Board Report 12-016. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Painter & Allied Trades Joint Apprenticeship and Training Committee.**
11. Board Report 12-017. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa Electrical Apprenticeship & Training Trust.**
12. Board Report 12-018. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for North Central States Regional Council of Carpenters Training Fund.**
13. Board Report 12-019. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Cement Masons Local #21 Joint Apprenticeship and Training Committee.**
14. Board Report 12-020. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee.**
15. Board Report 12-021. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee.**
16. Board Report 12-022. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iron Workers Local #67 Apprenticeship and Training Committee.**
17. Board Report 12-023. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa Laborers Education and Training Trust Fund.**
18. Board Report 12-024. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Laborers Local #177 Joint Apprenticeship and Training Committee.**
19. Board Report 12-025. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Missouri Valley Line Constructors Joint Apprenticeship and Training Committee.**
20. Board Report 12-026. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa Operating Engineers Local #234 Joint Apprenticeship and Training Committee.**
21. Board Report 12-027. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Plumbers & Steamfitters Local #33 Joint Apprenticeship and Training Committee.**

22. **Board Report 12-028.** A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Sheet Metal Workers Local #45 Joint Apprenticeship and Training Committee.**
23. **Board Report 12-029.** A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa State Trowel Trades Local #3 Joint Apprenticeship and Training Committee.**
24. **Board Report 12-030.** A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa Association of Municipal Utilities.**
25. Presentation of financial report.
26. President's report.
27. Committee reports.
28. Board members' reports.
29. Information items:
  - April 29 – GED Graduation; Roosevelt High School, Des Moines; 3:00 p.m.
  - May 2 – Commencement for Ankeny, Newton, Urban and West campuses; Wells Fargo Arena; 7:00 p.m.
  - May 4 – Boone Commencement; 10:00 a.m.
  - May 7 – Board Meeting; Carroll; 4:00 p.m.
  - May 7 – Carroll Commencement; Carroll Senior High School; 6:30 p.m.
  - May 28 – Memorial Day Holiday – All campuses closed.
  - July 25-27 – IACCT State Convention, Okoboji (Hosted by Iowa Lakes)
30. Closed Session – Collective Bargaining
31. Adjourn.

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

**REGULAR BOARD  
MEETING  
April 9, 2012**

The regular meeting of the Des Moines Area Community College Board of Directors was held in the Eldon Leonard Boardroom on DMACC's Ankeny campus on April 9, 2012. Board Chair Joe Pugel called the meeting to order at 4:00 p.m.

**ROLL CALL**

Members present: Jeff Hall, Kevin Halterman, Jim Knott, Cheryl Langston, Ben Norman, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Members absent: Fred Buie.

Others present: Robert Denson, President; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer; faculty and staff.

**CONSIDERATION OF  
TENTATIVE AGENDA**

Rouse moved; seconded by Norman to approve the agenda.

Motion passed unanimously. Aye- Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.

**PUBLIC COMMENTS**

None.

**PRESENTATIONS**

Alan Hutchison, English Professor, provided an overview of the reflective portfolio writing assessment process and also outlined the benefits for DMACC faculty, students and the institution.

Kim Linduska, Executive Vice President of Academic Affairs, and Joe DeHart, Executive Director of Institutional Effectiveness, reviewed the results of the Survey of Entering Student Engagement (SENSE) survey and also outlined the efforts that the College is taking to address issues revealed in the survey results.

Sharon Bittner, Director of Program Development, and Hollie Coon, Disability Services Coordinator, provided an overview of the College Success Course that has been revamped to assist in the College's completion plan.

**CONSENT ITEMS**

Halterman moved; seconded by Langston to approve the consent items: a) Minutes from the March 12, 2012 Public Hearing and Regular Board Meeting; b) Human Resources report (Attachment #1); and c) Payables (Attachment #2).

Motion passed unanimously. Aye- Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.

APPROVE RETRAINING OR TRAINING AGREEMENTS

Tursi moved; seconded by Norman to approve Items #7-8 as one consent item. Motion passed on a roll call vote. Aye- Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.

*Express Logistics, Inc.  
Project #3*

Board Report 12-013. Attachment #3. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Express Logistics, Inc. Project #3**.

*Ryko Solutions, Inc.*

Board Report 12-014. Attachment #4. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Ryko Solutions, Inc.**

APPROVE RETRAINING OR TRAINING AGREEMENTS

Halterman moved; seconded by Rouse to approve Items #9-24 as one consent item. Motion passed on a roll call vote. Aye- Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.

*Associated Builders &  
Contractors of Iowa*

Board Report 12-015. Attachment #5. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Associated Builders & Contractors of Iowa**.

*Painter & Allied Trades  
Joint Apprenticeship and  
Training Committee*

Board Report 12-016. Attachment #6. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Painter & Allied Trades Joint Apprenticeship and Training Committee**.

*Iowa Electrical  
Apprenticeship & Training  
Trust*

Board Report 12-017. Attachment #7. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Iowa Electrical Apprenticeship & Training Trust**.

*North Central States  
Regional Council of  
Carpenters Training Fund*

Board Report 12-018. Attachment #8. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **North Central States Regional Council of Carpenters Training Fund**.

*Cement Masons Local #21  
Joint Apprenticeship and  
Training Committee*

Board Report 12-019. Attachment #9. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Cement Masons Local #21 Joint Apprenticeship and Training Committee**.

*Glaziers & Glass Workers  
Local #1075 Joint  
Apprenticeship and  
Training Committee*

Board Report 12-020. Attachment #10. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee**.

*Heat & Frost Insulators  
Local #74 Joint  
Apprenticeship and  
Training Committee*

Board Report 12-021. Attachment #11. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee.**

*Iron Workers Local #67  
Joint Apprenticeship and  
Training Committee*

Board Report 12-022. Attachment #12. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iron Workers Local #67 Joint Apprenticeship and Training Committee.**

*Iowa Laborers Education  
and Training Trust Fund*

Board Report 12-023. Attachment #13. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa Laborers Education and Training Trust Fund.**

*Laborers Local #177 Joint  
Apprenticeship and  
Training Committee*

Board Report 12-024. Attachment #14. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Laborers Local #177 Joint Apprenticeship and Training Committee.**

*Missouri Valley Line  
Constructors Joint  
Apprenticeship and  
Training Committee*

Board Report 12-025. Attachment #15. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Missouri Valley Line Constructors Joint Apprenticeship and Training Committee.**

*Iowa Operating Engineers  
Local #234 Joint  
Apprenticeship and  
Training Committee*

Board Report 12-026. Attachment #16. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa Operating Engineers Local #234 Joint Apprenticeship and Training Committee.**

*Plumbers & Steamfitters  
Local #33 Joint  
Apprenticeship and  
Training Committee*

Board Report 12-027. Attachment #17. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Plumbers & Steamfitters Local #33 Joint Apprenticeship and Training Committee.**

*Sheet Metal Workers  
Local #45 Joint  
Apprenticeship and  
Training Committee*

Board Report 12-028. Attachment #18. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Sheet Metal Workers Local #45 Joint Apprenticeship and Training Committee.**

*Iowa State Trowel Trades  
Local #3 Joint  
Apprenticeship and  
Training Committee*

Board Report 12-029. Attachment #19. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F, Code of Iowa, for Iowa State Trowel Trades Local #3 Joint Apprenticeship and Training Committee.**

*Iowa Association of  
Municipal Utilities*

Board Report 12-030. Attachment #20. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under Chapter 260F, Code of Iowa, for Iowa Association of Municipal Utilities.

FINANCIAL REPORT

Doug Williams, Vice President for Business Services, presented the Plant Fund Status Report and the March 2012 financial report as shown in Attachment #21 to these minutes.

COMMITTEE REPORTS

Board Chair Joe Pugel reported that the President's Review Committee is working with a consultant to complete a compensation survey.

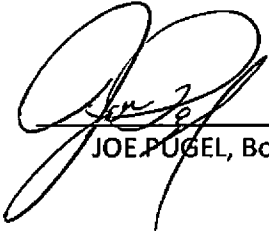
CLOSED SESSION –  
COLLECTIVE BARGAINING

Board Chair Joe Pugel announced that there was no longer a need for a Closed Session this month.

ADJOURN

Norman moved to adjourn; seconded by Tursi.

Motion passed unanimously and at 5:45 pm, Board Chair Pugel adjourned the meeting. Aye- Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.



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



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



**AGENDA ITEM**      Human Resources Report

**BACKGROUND**

- I.            **Early Retirement**
  - A. **Goetzke, Margaret S.**  
Student Services Specialist  
Urban Campus  
Effective: June 30, 2012

**RECOMMENDATION**

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

Report: FWRR040  
 Date: 03/26/2012  
 Time: 10:53 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 23-FEB-2012 to 25-MAR-2012

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Child Care	540886	\$3,347.12	\$3,347.12	2299	Payroll Office	Other Employee Deduc
DMACC HEA	540889	\$6,761.57	\$6,761.57	2272	Payroll Office	DMACC/HEA Dues Payab
ACT Key Train	540906	\$2,525.00	\$2,525.00	6324	Workforce Training A	Computer Software
Airgas North Central	540908	\$2,743.74	\$130.00	6322	Welding	Materials & Supplies
			\$259.49	6322	Welding	Materials & Supplies
			\$4.40	6322	Perry Operations	Materials & Supplies
			\$25.32	6322	Perry Operations	Materials & Supplies
			\$56.92	6322	Perry Operations	Materials & Supplies
			\$356.50	6322	Welding	Materials & Supplies
			\$38.76	6322	Welding	Materials & Supplies
			\$1,515.90	6322	Welding	Materials & Supplies
			\$295.55	6322	Welding	Materials & Supplies
			\$60.90	6322	Perry Operations	Materials & Supplies
All Makes Office Interior	540910	\$18,832.11	\$18,832.11	6322	Non-Credit Civil Eng	Materials & Supplies
Alliant Energy	540911	\$26,365.79	\$1,025.66	6190	Softball	Utilities
			\$1,498.61	6190	Utilities	Utilities
			\$7,263.74	6190	Utilities	Utilities
			\$16.60	6190	Utilities	Utilities
			\$1,923.35	6190	Utilities	Utilities
			\$8,053.62	6190	Utilities	Utilities
			\$6,584.21	6190	Boone Campus Housing	Utilities
B2E Direct Marketing Inc	540921	\$4,900.00	\$4,900.00	6269	Office of Dir, Marke	Other Company Servic
Bailey's Excavating Inc	540924	\$2,760.40	\$2,510.20	6269	Physical Plant Opera	Other Company Servic
			\$250.20	6269	Physical Plant Opera	Other Company Servic
Body Parts Store	540936	\$2,772.29	\$2,772.29	6322	Story County Academy	Materials & Supplies
Buccaneers Hockey	540948	\$5,236.00	\$5,236.00	6511	Ticket Sales	Purchases for Resale

#2

Report: FWRR040  
 Date: 03/26/2012  
 Time: 10:53 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 23-FEB-2012 to 25-MAR-2012

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE			
CDW Government Inc	540955	\$2,519.69	\$268.61	6322	Office of Dean, Scie	Materials & Supplies			
			\$76.51	6322	Electronic Crime Ins	Materials & Supplies			
			\$229.54	6322	Electronic Crime Ins	Materials & Supplies			
			\$310.73	6323	Computer Aided Desig	Minor Equipment			
			\$268.36	6322	Dean, Business & Inf	Materials & Supplies			
			\$587.11	6322	Office of Dean, Scie	Materials & Supplies			
			\$73.55	6324	Office of Dean, Scie	Computer Software			
			\$107.61	6322	Dean, Business & Inf	Materials & Supplies			
			\$371.82	6322	Technical Update Equ	Materials & Supplies			
			\$225.85	6322	Dean, Business & Inf	Materials & Supplies			
			CIT Charters Inc	540959	\$12,016.00	\$2,637.00	6420	Office of Exec Dean,	Vehicle Materials an
						\$575.00	6420	Office of Exec Dean,	Vehicle Materials an
\$525.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$525.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$525.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$525.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$650.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$531.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$525.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$855.50	6420	Office of Exec Dean,				Vehicle Materials an			
\$1,575.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$1,180.00	6420	Office of Exec Dean,				Vehicle Materials an			
\$737.50	6420	Office of Exec Dean,				Vehicle Materials an			
\$650.00	6420	Office of Exec Dean,	Vehicle Materials an						
City of Boone	540960	\$4,011.58	\$4,011.58	6190	Boone Campus Housing	Utilities			
Clear Channel Outdoor Inc	540962	\$3,367.00	\$3,367.00	6110	Office of Dir, Marke	Information Services			
Computer Comforts, Inc	540964	\$4,751.32	\$1,656.18	6323	Equip Replacement In	Minor Equipment			
			\$3,095.14	6323	Auto Collision-ACE P	Minor Equipment			
Education 2020	540988	\$17,500.00	\$2,000.00	6265	Office of Exec Dean,	Software Service Agr			
			\$7,500.00	6265	Program Development	Software Service Agr			

Report: FWRRO40  
 Date: 03/26/2012  
 Time: 10:53 AM

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 List of checks over \$2,500.00 from 23-FEB-2012 to 25-MAR-2012

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Education 2020	540988	\$17,500.00	\$2,000.00	6265	Office of Exec Dean,	Software Service Agr
			\$2,000.00	6265	Office of Exec Dean,	Software Service Agr
			\$4,000.00	6265	Youth at Risk - Anke	Software Service Agr
Electronic Communication	540989	\$10,038.50	\$9,756.25	6323	Equipment Replacemen	Minor Equipment
			\$282.25	6323	Equipment Replacemen	Minor Equipment
Farner Bocken Co	540993	\$4,325.00	\$4,325.00	6511	Cafeteria	Purchases for Resale
First Choice Distribution	540995	\$4,863.48	\$240.00	6410	Office of Dean, Heal	Janitorial Materials
			\$60.00	6410	Culinary Arts	Janitorial Materials
			\$4,563.48	6410	Custodial	Janitorial Materials
Greater Des Moines Partne	541006	\$2,500.00	\$2,500.00	6040	Other General Instit	Memberships
Hewlett Packard	541012	\$3,219.05	\$3,200.05	6322	Equipment Replacemen	Materials & Supplies
			\$19.00	6322	Office of VP, Info S	Materials & Supplies
Inteconnex	541022	\$7,859.08	\$984.60	6378	Recreation	Materials/Supplies f
			\$6,874.48	6378	Buildings Equipment	Materials/Supplies f
Invision	541025	\$5,877.50	\$5,877.50	6012	Administration & Mis	Architect's Fees
Loonan Stock Farm	541045	\$3,100.00	\$3,100.00	6511	Dallas County Farm O	Purchases for Resale
Maplesoft	541047	\$8,600.00	\$8,600.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Martin Brothers Distribut	541049	\$4,467.17	\$1,411.11	6511	Cafeteria	Purchases for Resale
			-\$45.66	6511	Cafeteria	Purchases for Resale
			\$1,168.44	6511	Cafeteria	Purchases for Resale
			\$1,933.28	6511	Cafeteria	Purchases for Resale
McGraw Hill Companies	541051	\$4,364.00	\$4,364.00	6324	Adult Literacy for t	Computer Software
MEEA	541054	\$3,700.00	\$3,700.00	6269	HVAC Installation Tr	Other Company Servic

Report: FWRR040  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Menards	541055	\$2,634.74	\$31.63	6090	Physical Plant Opera	Maintenance/Repair o
			\$25.67	6090	Carpentry/Paint/Lock	Maintenance/Repair o
			\$2,568.47	6511	Building Trades	Purchases for Resale
			\$8.97	6090	Carpentry/Paint/Lock	Maintenance/Repair o
MidAmerican Energy Co	541056	\$55,972.17	\$801.86	6190	Physical Plant Opera	Utilities
			\$52,018.80	6190	Utilities	Utilities
			\$3,151.51	6190	Physical Plant Opera	Utilities
Quick Fuel	541106	\$2,575.90	\$2,575.90	6420	Transportation Insti	Vehicle Materials an
United Way of Central Iow	541136	\$5,040.00	\$5,000.00	6269	Office of the Presid	Other Company Servic
			\$40.00	4730	United Way Centr IA	Gifts and Grants
US Cellular	541137	\$5,189.88	\$154.62	6150	Office of the Dir, P	Communications
			\$733.37	6150	Mechanical Mainten	Communications
			\$134.95	6150	Youth at Risk - Anke	Communications
			\$497.44	6150	WLAN Support	Communications
			\$40.16	6150	Wellness	Communications
			\$47.60	6150	Office of Sr VP, Bus	Communications
			\$101.34	6150	Transportation Insti	Communications
			\$8.41	6150	Office of Dir, Stude	Communications
			\$223.65	6150	Security Services An	Communications
			\$95.94	6150	Respiratory Therapy	Communications
			\$280.43	6150	Program Development	Communications
			\$42.94	6150	Physical Plant Opera	Communications
			\$9.92	6150	Plant Operations, St	Communications
			\$95.36	6150	Physical Plant Opera	Communications
			\$25.09	6150	Physical Plant Opera	Communications
			\$214.69	6150	Office of the Dir, P	Communications
			\$436.34	6150	Mechanical Mainten	Communications
\$29.32	6150	Info Tech/Network Ad	Communications			
\$9.54	6150	Health Services	Communications			
\$79.11	6150	Evening & Weekend	Communications			
\$242.56	6150	Enrollment Managem	Communications			

Report: FWRK040  
 Date: 03/26/2012  
 Time: 10:53 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 23-FEB-2012 to 25-MAR-2012

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	541137	\$5,189.88	\$48.26	6150	Economic Development	Communications
			\$30.17	6150	Dental Assistant	Communications
			\$39.25	6150	Office of Dean, Scie	Communications
			\$8.91	6150	Data Processing	Communications
			\$66.49	6150	Custodial	Communications
			\$10.73	6150	Campus Communication	Communications
			\$12.38	6150	Boone Campus Housing	Communications
			\$32.01	6150	Building Trades	Communications
			\$91.28	6150	Associates Degree Nu	Communications
			\$83.90	6150	Land Survey ACE Prog	Communications
			\$15.25	6150	IPT Regional Telecom	Communications
			\$82.72	6150	Security Services An	Communications
			\$95.21	6150	Mechanical Maintenan	Communications
			\$82.24	6150	Safety Committee	Communications
			\$59.30	6150	Transportation	Communications
			\$249.65	6150	Grounds	Communications
			\$158.04	6150	Physical Plant Opera	Communications
			\$84.34	6150	Physical Plant Opera	Communications
			\$10.23	6150	Office of Exec Dean,	Communications
			\$137.45	6150	Security Services An	Communications
\$132.16	6150	Gateway to College	Communications			
\$157.13	6150	Office of VP, Commnt	Communications			
Vital Support Systems	541140	\$20,409.98	\$8,254.80	6323	Technical Update Equ	Minor Equipment
			\$2,991.18	6324	Non Tort Equip Maint	Computer Software
			\$9,164.00	6150	Campus Communication	Communications
Wolin Electric	541150	\$5,196.81	\$2,888.98	6090	Equipment Replacemen	Maintenance/Repair o
			\$2,307.83	6090	Equipment Replacemen	Maintenance/Repair o
Iowa Workforce Developmen	541173	\$9,038.95	\$2.67	6120	DSM-UI	Printing/Reproductio
			\$1,893.00	6120	Des Moines-General F	Printing/Reproductio
			\$5.49	6150	DSM-TAA	Communications
			\$5.49	6150	DSM-Rapid Response	Communications
			\$28.35	6150	Des Moines-General F	Communications

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 List of checks over \$2,500.00 from 23-FEB-2012 to 25-MAR-2012

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Workforce Developmen	541173	\$9,038.95	\$53.84	6150	Des Moines - Quality	Communications
			\$625.00	6322	IWD-Des Moines Offic	Materials & Supplies
			\$71.39	6269	IWD-IES	Other Company Servic
			\$6,294.16	6030	IWD-IES	Custodial Services
			\$7.42	6120	Promise Jobs-Trainin	Printing/Reproductio
			\$2.23	6120	DSM-Wag-Pey	Printing/Reproductio
			\$4.00	6120	Des Moines-General F	Printing/Reproductio
			\$14.83	6120	DSM-DVOP	Printing/Reproductio
			\$7.41	6120	DSM-PJ Basic	Printing/Reproductio
			\$15.74	6150	DSM-Wag-Pey	Communications
			\$7.93	6150	DSM-UI	Communications
Iowa Workforce Developmen	541174	\$12,961.05	\$12,961.05	6210	IES-Des Moines	Rental of Buildings
Mercy Hospital Medical Ce	541180	\$2,500.00	\$2,500.00	6266	WIA-Dislocated Worke	Stipends/Allowances
Office Max Inc	541183	\$3,180.03	\$185.28	6322	IWD-IES	Materials & Supplies
			\$101.30	6322	Promise Jobs-Trainin	Materials & Supplies
			\$15.19	6322	WIA-Adult	Materials & Supplies
			\$15.20	6322	WIA-Dislocated Worke	Materials & Supplies
			\$3.76	6322	WIA-Adult	Materials & Supplies
			\$3.77	6322	WIA-Dislocated Worke	Materials & Supplies
			\$5.29	6322	DSM-UI	Materials & Supplies
			\$4.40	6322	DSM-Wag-Pey	Materials & Supplies
			\$7.92	6322	Des Moines-General F	Materials & Supplies
			\$3.57	6322	DSM-Wag-Pey	Materials & Supplies
			\$6.42	6322	Des Moines-General F	Materials & Supplies
			\$7.98	6322	DSM-Offender	Materials & Supplies
			\$13.80	6322	IWD-CRC Revenues	Materials & Supplies
			\$16.06	6322	Promise Jobs-Trainin	Materials & Supplies
			\$39.26	6322	WIA-Dislocated Worke	Materials & Supplies
			\$27.51	6322	DSM-PJ Basic	Materials & Supplies
\$13.82	6322	DSM-PJ Basic	Materials & Supplies			
\$3.46	6322	Des Moines-General F	Materials & Supplies			
\$134.28	6322	DSM-PJ Basic	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	541183	\$3,180.03	\$44.63	6322	Promise Jobs-Trainin	Materials & Supplies
			\$44.63	6322	DSM-PJ Basic	Materials & Supplies
			\$28.37	6322	Promise Jobs-Trainin	Materials & Supplies
			\$28.37	6322	DSM-PJ Basic	Materials & Supplies
			\$3.21	6322	Promise Jobs-Trainin	Materials & Supplies
			\$744.52	6322	IWD-IBS	Materials & Supplies
			\$1.26	6322	DSM-Wag-Pey	Materials & Supplies
			\$1.52	6322	DSM-UI	Materials & Supplies
			\$2.27	6322	Des Moines-General F	Materials & Supplies
			\$292.00	6322	IWD-IBS	Materials & Supplies
			\$125.64	6322	IWD-IBS	Materials & Supplies
			\$54.66	6322	IWD-IBS	Materials & Supplies
			\$1,037.68	6322	IWD-IBS	Materials & Supplies
			\$18.61	6322	IWD-IBS	Materials & Supplies
			\$89.18	6322	IWD-IBS	Materials & Supplies
\$50.94	6322	Promise Jobs-Trainin	Materials & Supplies			
\$4.27	6322	DSM-UI	Materials & Supplies			
SS Gibbons Services LLC	541191	\$6,250.00	\$6,250.00	6019	Central IA Wrkfrce I	Prof Svcs-Individual
Ahlers and Cooney PC	541216	\$4,669.00	\$4,669.00	6013	Office of Sr VP, Bus	Legal Fees
Alldata	541220	\$4,875.00	\$975.00	6060	Perkins Equipment	Maintenance/Repair o
			\$975.00	6060	Perkins Equipment	Maintenance/Repair o
			\$975.00	6060	Perkins Equipment	Maintenance/Repair o
			\$975.00	6060	Perkins Equipment	Maintenance/Repair o
			\$975.00	6060	Perkins Equipment	Maintenance/Repair o
Arnold Motor Supply	541227	\$9,346.90	\$13.95	6511	Auto Mechanics	Purchases for Resale
			\$55.88	6511	Auto Mechanics	Purchases for Resale
			\$6.19	6511	Auto Mechanics	Purchases for Resale
			\$47.98	6511	Auto Mechanics	Purchases for Resale
			\$18.60	6511	Auto Mechanics	Purchases for Resale
			\$11.56	6511	Auto Mechanics	Purchases for Resale
			\$5.65	6511	Auto Mechanics	Purchases for Resale



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	541227	\$9,346.90	\$34.00	6511	Auto Mechanics	Purchases for Resale
			\$13.96	6511	Auto Mechanics	Purchases for Resale
			\$255.04	6511	Auto Mechanics	Purchases for Resale
			\$28.71	6511	Auto Mechanics	Purchases for Resale
			\$15.95	6511	Auto Mechanics	Purchases for Resale
			\$221.91	6511	Auto Mechanics	Purchases for Resale
			\$65.53	6511	Auto Mechanics	Purchases for Resale
			\$226.69	6511	Auto Mechanics	Purchases for Resale
			\$75.73	6511	Auto Mechanics	Purchases for Resale
			\$864.69	6511	Auto Mechanics	Purchases for Resale
			\$51.92	6511	Auto Mechanics	Purchases for Resale
			\$118.36	6511	Auto Mechanics	Purchases for Resale
			\$455.74	6511	Auto Mechanics	Purchases for Resale
			\$23.04	6511	Auto Mechanics	Purchases for Resale
			\$129.82	6511	Auto Mechanics	Purchases for Resale
			\$22.47	6511	Auto Mechanics	Purchases for Resale
			\$13.53	6511	Auto Mechanics	Purchases for Resale
			\$25.48	6511	Auto Mechanics	Purchases for Resale
			\$25.82	6511	Auto Mechanics	Purchases for Resale
			\$62.26	6511	Auto Mechanics	Purchases for Resale
			\$185.56	6511	Auto Mechanics	Purchases for Resale
			\$86.60	6511	Auto Mechanics	Purchases for Resale
			\$31.99	6511	Auto Mechanics	Purchases for Resale
			\$31.50	6511	Auto Mechanics	Purchases for Resale
			\$188.88	6511	Auto Mechanics	Purchases for Resale
			\$57.87	6511	Auto Mechanics	Purchases for Resale
			\$4.67	6511	Auto Mechanics	Purchases for Resale
			\$18.00	6511	Auto Mechanics	Purchases for Resale
			\$16.44	6511	Auto Mechanics	Purchases for Resale
			\$20.52	6511	Auto Mechanics	Purchases for Resale
			\$75.69	6511	Auto Mechanics	Purchases for Resale
			\$53.60	6511	Auto Mechanics	Purchases for Resale
			-\$226.69	6511	Auto Mechanics	Purchases for Resale
			-\$253.90	6511	Auto Mechanics	Purchases for Resale
			-\$75.69	6511	Auto Mechanics	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	541227	\$9,346.90	\$13.24	6322	High School Auto Pro	Materials & Supplies
			\$16.31	6322	High School Auto Pro	Materials & Supplies
			\$67.50	6322	High School Auto Pro	Materials & Supplies
			\$10.47	6322	Program Development	Materials & Supplies
			\$1,482.32	6322	Program Development	Materials & Supplies
			\$4,056.16	6323	Program Development	Minor Equipment
			-\$53.28	6511	Auto Mechanics	Purchases for Resale
			-\$3.69	6511	Auto Mechanics	Purchases for Resale
			-\$112.50	6511	Auto Mechanics	Purchases for Resale
			\$235.99	6322	Story County Academy	Materials & Supplies
			\$15.34	6511	Auto Mechanics	Purchases for Resale
			\$3.00	6511	Auto Mechanics	Purchases for Resale
			\$14.76	6511	Auto Mechanics	Purchases for Resale
			\$3.34	6511	Auto Mechanics	Purchases for Resale
			\$34.56	6511	Auto Mechanics	Purchases for Resale
			\$19.77	6511	Auto Mechanics	Purchases for Resale
			\$33.09	6511	Auto Mechanics	Purchases for Resale
			\$135.47	6511	Auto Mechanics	Purchases for Resale
			\$22.14	6511	Auto Mechanics	Purchases for Resale
			\$41.13	6511	Auto Mechanics	Purchases for Resale
\$87.72	6511	Auto Mechanics	Purchases for Resale			
\$31.19	6511	Auto Mechanics	Purchases for Resale			
\$87.37	6511	Auto Mechanics	Purchases for Resale			
Baker and Taylor Books	541234	\$3,198.52	\$59.35	6310	Equip Replacement Li	Library Books/Electr
			\$2,004.61	6310	Equip Replacement Li	Library Books/Electr
			\$922.52	6310	Equip Replacement Li	Library Books/Electr
			\$90.45	6310	Equip Replacement Li	Library Books/Electr
			\$121.59	6310	Equip Replacement Li	Library Books/Electr
Bradley Tools and Fastene	541240	\$6,960.26	\$275.00	6322	Story County Academy	Materials & Supplies
			\$46.10	6322	Story County Academy	Materials & Supplies
			\$3,295.05	6322	Program Development	Materials & Supplies
			\$164.00	6322	Story County Academy	Materials & Supplies
			\$2,758.21	6322	Program Development	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Bradley Tools and Fastene	541240	\$6,960.26	\$421.90	6377	Plant Operations, Pe	Materials/Supplies f
Buckman Laboratories Inc	541243	\$5,284.96	\$5,284.96	6377	Mechanical Maintenan	Materials/Supplies f
City of Ankeny	541252	\$9,082.46	\$109.30	6190	Utilities	Utilities
			\$292.65	6190	Utilities	Utilities
			\$33.11	6190	Utilities	Utilities
			\$55.66	6190	Utilities	Utilities
			\$55.66	6190	Utilities	Utilities
			\$72.68	6190	Utilities	Utilities
			\$48.63	6190	Utilities	Utilities
			\$3,390.50	6190	Utilities	Utilities
			\$3,802.45	6190	Utilities	Utilities
			\$81.19	6190	Utilities	Utilities
			\$72.68	6190	Utilities	Utilities
			\$89.70	6190	Utilities	Utilities
			\$382.93	6190	Utilities	Utilities
			\$447.80	6190	Physical Plant Opera	Utilities
\$109.30	6190	Utilities	Utilities			
\$38.22	6190	Utilities	Utilities			
Constellation NewEnergy G	541257	\$36,781.32	\$36,781.32	6190	Utilities	Utilities
Cover New York	541259	\$7,724.00	\$6,676.00	6470	Fashion Management-D	Travel-Out of State
			\$1,048.00	6470	Perkins Professional	Travel-Out of State
DART	541263	\$9,810.00	-\$4,510.00	6511	Ticket Sales	Purchases for Resale
			\$10,760.00	6511	Ticket Sales	Purchases for Resale
			\$3,560.00	6511	Ticket Sales	Purchases for Resale
Davis Brown Koehn Shors a	541264	\$10,781.83	\$155.00	6013	Economic Development	Legal Fees
			\$4,274.50	6013	Office of Sr VP, Bus	Legal Fees
			\$88.50	6013	Office of Sr VP, Bus	Legal Fees
			\$156.83	6013	Economic Development	Legal Fees
			\$2,189.00	6013	Economic Development	Legal Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Davis Brown Koehn Shors a	541264	\$10,781.83	\$1,192.00	6013	Office of Sr VP, Bus	Legal Fees
			\$2,726.00	6013	Office of Sr VP, Bus	Legal Fees
Ebsco Subscription Servic	541282	\$26,448.09	\$2,833.09	6340	Library	Periodicals
			\$23,615.00	6269	Equipment Replacemen	Other Company Servic
FBG Service Corporation	541295	\$40,193.88	\$2,070.30	6030	Physical Plant Opera	Custodial Services
			\$2,228.00	6030	Plant Operations, Pe	Custodial Services
			\$4,099.40	6030	Physical Plant Opera	Custodial Services
			\$4,099.40	6030	Physical Plant Opera	Custodial Services
			\$1,186.56	6030	Physical Plant Opera	Custodial Services
			\$62.91	6030	Newton Rent	Custodial Services
			\$2,070.30	6030	Physical Plant Opera	Custodial Services
			\$4,099.40	6030	Plant Operations, St	Custodial Services
\$20,277.61	6030	Custodial	Custodial Services			
Gannett Satelite Informat	541300	\$9,788.86	\$9,788.86	6269	Gannett Satellite In	Other Company Servic
Garcia, Abel	541301	\$2,850.00	\$2,850.00	6470	International Club-B	Travel-Out of State
GEDScoring.COM	541302	\$3,436.50	\$1,047.80	6269	GED Testing	Other Company Servic
			\$1,345.45	6269	GED Testing	Other Company Servic
			\$1,043.25	6269	GED Testing	Other Company Servic
Glaziers Local Union #107	541304	\$8,149.00	\$8,149.00	6269	Apprenticeships 260F	Other Company Servic
Harding Hills Center LC	541313	\$7,708.30	\$7,708.30	6210	Miscellaneous Colleg	Rental of Buildings
Hewlett Packard	541317	\$38,393.74	\$26,950.55	6323	Technical Update Equ	Minor Equipment
			-\$29,194.16	6323	Technical Update Equ	Minor Equipment
			\$13.00	6323	Project Employment-P	Minor Equipment
			\$752.70	6323	Proj Lead the Way-Pe	Minor Equipment
			\$208.00	6323	Equipment Replacemen	Minor Equipment
			\$752.70	6323	Safety Committee	Minor Equipment
\$725.01	6322	Dean, Business & Inf	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	541317	\$38,393.74	\$0.15	6322	Technical Update Equ	Materials & Supplies
			\$7,350.00	6322	Technical Update Equ	Materials & Supplies
			\$745.00	6322	Office of Exec Dean,	Materials & Supplies
			\$725.01	6322	Dean, Business & Inf	Materials & Supplies
			\$752.70	6323	Equip Replacement In	Minor Equipment
			\$28,613.08	7100	Technical Update Equ	Furniture, Machinery
Iowa State University / C	541331	\$4,000.00	\$4,000.00	6269	Quality Assurance Tr	Other Company Servic
IP Networks Inc	541332	\$6,600.00	\$1,100.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$5,500.00	6324	Technical Update Equ	Computer Software
Ipswitch Inc	541334	\$5,395.50	\$5,395.50	6324	Technical Update Equ	Computer Software
Martin Brothers Distribut	541355	\$6,007.47	\$1,121.20	6511	Cafeteria	Purchases for Resale
			\$1,590.50	6511	Cafeteria	Purchases for Resale
			\$1,407.01	6511	Cafeteria	Purchases for Resale
			\$869.27	6511	Cafeteria	Purchases for Resale
			\$1,019.49	6511	Cafeteria	Purchases for Resale
Masimo	541356	\$6,385.00	\$6,385.00	6323	Equip Replacement He	Minor Equipment
Matheson Tri-Gas Inc	541357	\$13,789.22	\$47.58	6322	Dental Hygiene	Materials & Supplies
			\$13,598.00	7600	Equipment Replacemen	Buildings and Fixed
			\$143.64	6322	Building Rental for	Materials & Supplies
McGraw Hill Companies	541360	\$3,159.18	\$3,159.18	6460	ABE Book Sales	Other Materials and
Neesvigs Inc	541381	\$5,951.37	\$125.70	6519	Bistro	College Inn
			-\$108.40	6518	Hospitality Careers	Gourmet Dinners
			-\$468.56	6518	Hospitality Careers	Gourmet Dinners
			\$191.39	6519	Bistro	College Inn
			\$627.17	6518	Hospitality Careers	Gourmet Dinners
			\$1,120.16	6518	Hospitality Careers	Gourmet Dinners
			\$2,699.89	6518	Hospitality Careers	Gourmet Dinners

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Neesvigs Inc	541381	\$5,951.37	\$1,431.03	6518	Hospitality Careers	Gourmet Dinners
			\$155.69	6322	Story County Academy	Materials & Supplies
			\$177.30	6322	Culinary Arts	Materials & Supplies
Okoboji Wines	541386	\$3,463.20	\$3,463.20	6930	Beverage Account	Other Current Expens
Payless Office Products	541390	\$9,833.58	\$214.99	6322	Agri Business	Materials & Supplies
			\$113.94	6322	Youth at Risk - Urba	Materials & Supplies
			\$159.90	6322	WLAN Support	Materials & Supplies
			\$61.95	6322	Workforce Developmen	Materials & Supplies
			\$0.99	6322	Veterinary Techician	Materials & Supplies
			\$98.98	6322	Office of Dir, Stude	Materials & Supplies
			\$137.09	6322	Office of Dir, Finan	Materials & Supplies
			\$23.90	6322	Student Services	Materials & Supplies
			\$309.47	6322	Student Services	Materials & Supplies
			\$224.51	6322	Special Needs	Materials & Supplies
			\$28.07	6322	Admissions/Registrat	Materials & Supplies
			\$33.78	6322	Office of Dir, Purch	Materials & Supplies
			\$235.53	6322	Perry Operations	Materials & Supplies
			\$53.77	6322	Program Development	Materials & Supplies
			\$27.97	6322	Office of the Presid	Materials & Supplies
			\$70.79	6322	Physical Plant Opera	Materials & Supplies
			\$567.73	6322	Office of the Dir, P	Materials & Supplies
			\$175.84	6322	Other General Instit	Materials & Supplies
			\$50.91	6322	Practical Nursing	Materials & Supplies
			\$619.05	6322	Non-Credit Civil Eng	Materials & Supplies
\$239.76	6322	Office of Dir, Marke	Materials & Supplies			
\$83.89	6322	Information Systems	Materials & Supplies			
\$30.98	6322	Humanities	Materials & Supplies			
\$44.78	6322	High School Completi	Materials & Supplies			
\$4.80	6322	Graphic Design	Materials & Supplies			
\$296.65	6322	GED Testing	Materials & Supplies			
\$78.86	6322	ESL	Materials & Supplies			
\$16.99	6322	Environmental Scienc	Materials & Supplies			
\$12.48	6322	Enrollment Managemen	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Payless Office Products	541390	\$9,833.58	\$111.76	6322	Economic Development	Materials & Supplies
			\$307.29	6322	Early Care, Health &	Materials & Supplies
			\$349.99	6322	Office of Exec Dean,	Materials & Supplies
			\$201.22	6322	Office of Exec Dean,	Materials & Supplies
			\$57.62	6322	Office of Exec Dean,	Materials & Supplies
			\$489.13	6322	Office of Dean, Scie	Materials & Supplies
			\$247.04	6322	Office of Exec Dean,	Materials & Supplies
			\$214.84	6322	Office of Dean, Indu	Materials & Supplies
			\$327.34	6322	Office of Dean, Heal	Materials & Supplies
			\$1,149.28	6322	Dean, Business & Inf	Materials & Supplies
			\$71.21	6322	Duplicating Services	Materials & Supplies
			\$141.05	6322	Office of Controller	Materials & Supplies
			\$239.20	6322	Office of Exec Dir,	Materials & Supplies
			\$7.64	6322	Cafeteria	Materials & Supplies
			\$34.86	6322	Auto Service	Materials & Supplies
			\$44.78	6322	Assessment Center Se	Materials & Supplies
			\$104.28	6322	Adult Basic Educatio	Materials & Supplies
			\$82.22	6322	Workforce Training A	Materials & Supplies
			\$187.57	6322	ISIS Evaluation Site	Materials & Supplies
			\$43.36	6322	Electronic Crime Ins	Materials & Supplies
			\$291.94	6322	Office of the Dir, P	Materials & Supplies
			\$418.20	6322	Dean, Business & Inf	Materials & Supplies
			\$514.00	6460	GED Testing	Other Materials and
			\$42.36	6322	Story County Academy	Materials & Supplies
			\$108.65	6322	Office of Exec Dir,	Materials & Supplies
\$39.98	6322	Data Processing	Materials & Supplies			
Plumbing & Steamfitting J	541396	\$73,341.00	\$73,341.00	6269	Apprenticeships 260F	Other Company Servic
Public Financial Manageme	541402	\$30,766.08	\$17,064.29	6014	Multiple Project 41	Financial Serv Fees
			\$13,701.79	6014	Multiple Project 41	Financial Serv Fees
Reserve Account	541406	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Securitas Security Servic	541416	\$28,351.01	\$15,047.05	6261	Security Services An	Contracted Security

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	541416	\$28,351.01	\$13,303.96	6261	Security Services Ur	Contracted Security
Siemens Industry Inc	541418	\$4,010.80	\$4,010.80	6090	Buildings Equipment	Maintenance/Repair o
Vital Support Systems	541439	\$8,630.34	\$219.00	6322	Technical Update Equ	Materials & Supplies
			\$8,411.34	6323	Office of VP, Info S	Minor Equipment
Waste Mgmt of Iowa Corp.	541443	\$3,964.05	\$3,964.05	6030	Custodial	Custodial Services
Airgas North Central	541496	\$2,646.21	\$347.22	6322	Perry Operations	Materials & Supplies
			\$111.17	6322	Perry Operations	Materials & Supplies
			\$9.24	6322	Perry Operations	Materials & Supplies
			\$885.86	6322	Welding	Materials & Supplies
			\$11.70	6322	Welding	Materials & Supplies
			\$125.49	6322	Welding	Materials & Supplies
			\$89.13	6322	Welding	Materials & Supplies
			\$616.06	6322	Welding	Materials & Supplies
			\$441.16	6322	Welding	Materials & Supplies
			\$9.18	6322	Welding	Materials & Supplies
Allied Oil & Supply Inc	541499	\$3,111.18	\$922.50	6060	Transportation Insti	Maintenance/Repair o
			\$165.50	6060	Transportation Insti	Maintenance/Repair o
			\$30.00	6060	Transportation Insti	Maintenance/Repair o
			\$299.00	6060	Transportation Insti	Maintenance/Repair o
			\$1,694.18	6060	Transportation Insti	Maintenance/Repair o
Amer Saleh	541502	\$3,000.00	\$3,000.00	6019	Equipment Replacemen	Prof Svcs-Individual
American Heritage Life In	541503	\$3,664.26	\$1,202.34	2286	Payroll Office	Accident Insurance P
			\$1,808.46	2287	Payroll Office	Cancer Insurance Pay
			\$418.26	2288	Payroll Office	Critical Illness Ins
			\$235.20	2289	Payroll Office	Hospitalization Insu
Ames Municipal Utilities	541505	\$3,142.78	\$3,142.78	6190	Utilities	Utilities
Beirman Furniture	541514	\$4,650.77	\$4,650.77	6378	Safety Committee	Materials/Supplies f



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Beller Distributing LLC	541515	\$2,710.80	\$2,710.80	6420	Vehicle Pool	Vehicle Materials an
Business Publications Cor	541529	\$4,639.00	\$2,129.00	6110	Office of Dir, Marke	Information Services
			\$2,510.00	6110	Office of Dir, Marke	Information Services
CBE Group Inc	541535	\$2,798.98	\$2,798.98	6780	Office of Controller	Collection Agency Ex
Central Iowa Apprenticesh	541538	\$12,224.00	\$12,224.00	6269	Apprenticeships 260F	Other Company Servic
CenturyLink	541539	\$6,043.04	\$431.29	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$585.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$555.00	6150	Campus Communication	Communications
			\$43.11	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$93.69	6150	Campus Communication	Communications
			\$140.83	6150	Campus Communication	Communications
\$47.06	6150	Campus Communication	Communications			
CenturyLink	541540	\$3,903.20	\$3,903.20	6150	Campus Communication	Communications
Deal, Nancy E.	541558	\$2,720.42	\$2,720.42	6019	On-site Wastewater T	Prof Svcs-Individual
DLT Solutions	541570	\$4,995.00	\$4,995.00	6265	Dean, Business & Inf	Software Service Agr
DMACC Boone Campus Checki	541571	\$6,175.00	\$970.00	6321	Baseball	Food
			\$2,360.00	6267	Women's Basketball	Athletic Officials
			\$210.00	6930	Boone Athletic Depar	Other Current Expens
			\$275.00	6930	Softball	Other Current Expens
			\$2,360.00	6267	Men's Basketball	Athletic Officials

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Foundation	541572	\$9,800.00	\$9,800.00	6930	Hospitality Careers	Other Current Expens
Drake Consulting LLC	541577	\$2,853.28	\$2,853.28	6015	Softskills Training	Consultant's Fees
Eagle Electric Inc	541581	\$7,836.35	\$7,836.35	6060	Mechanical Maintenanc	Maintenance/Repair o
Education Fund Local 74	541584	\$12,224.00	\$12,224.00	6269	Apprenticeships 260F	Other Company Servic
Education to Go	541585	\$9,007.00	-\$60.00	6269	Continuing Ed, On Li	Other Company Servic
			\$299.25	6269	Continuing Ed, On Li	Other Company Servic
			-\$62.25	6269	Continuing Ed, On Li	Other Company Servic
			\$8,830.00	6269	Continuing Ed, On Li	Other Company Servic
Farner Bocken Co	541591	\$3,165.58	\$3,165.58	6511	Cafeteria	Purchases for Resale
FHEG Ankeny Bookstore #10	541592	\$6,590.01	\$120.00	6322	Telecommunications	Materials & Supplies
			-\$52.50	4027	Budgeted Revenue	Tuition Refund
			\$562.75	6322	Gateway to College	Materials & Supplies
			\$3.98	6322	Student Services	Materials & Supplies
			\$48.00	6322	Human Services	Materials & Supplies
			\$546.00	2019	Follett Bookstore	Accounts Payable Acc
			\$544.73	2019	Follett Bookstore	Accounts Payable Acc
			\$35.49	2019	Follett Bookstore	Accounts Payable Acc
			\$5.00	2019	Follett Bookstore	Accounts Payable Acc
			\$674.25	2019	Follett Bookstore	Accounts Payable Acc
			\$3.99	6322	Wellness Program - B	Materials & Supplies
			\$103.20	6322	Womens' Basketball B	Materials & Supplies
			\$31.96	6322	Volleyball	Materials & Supplies
			\$2,506.50	6322	Continuing Ed, Trade	Materials & Supplies
			\$29.96	6322	Office of Dir, Stude	Materials & Supplies
			\$6.36	6322	Office of Dir, Finan	Materials & Supplies
			\$9.47	6322	Office of Dir, Purch	Materials & Supplies
			\$48.00	6322	Program Development	Materials & Supplies
			\$25.58	6322	Non-Credit Civil Eng	Materials & Supplies
			\$143.02	6322	Medical Assistant	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	541592	\$6,590.01	\$16.00	6322	Mechanical Maintenanc	Materials & Supplies
			\$62.85	6322	Library	Materials & Supplies
			\$20.00	6322	Jasper County Career	Materials & Supplies
			\$33.86	6322	Humanities	Materials & Supplies
			\$24.67	6322	High School Completi	Materials & Supplies
			\$19.41	6322	Exercise Science	Materials & Supplies
			\$170.64	6322	Developmental Educat	Materials & Supplies
			\$2.58	6322	Dental Hygiene	Materials & Supplies
			\$39.96	6322	Dental Assistant	Materials & Supplies
			\$410.75	6322	Office of Exec Dean,	Materials & Supplies
			\$93.11	6322	Office of Dean, Scie	Materials & Supplies
			\$376.60	6322	Office of Exec Dean,	Materials & Supplies
			\$125.00	6322	Office of Exec Dean,	Materials & Supplies
			\$5.38	6322	Dean, Business & Inf	Materials & Supplies
			\$17.75	6322	Boone Campus Scholar	Materials & Supplies
			\$213.25	6322	Building Rental for	Materials & Supplies
			\$5.59	6322	Land Survey ACE Prog	Materials & Supplies
			\$5.48	6322	DOT Civil Engr Tech	Materials & Supplies
			\$631.50	6322	YouthBuild Project	Materials & Supplies
			\$5.00	6322	Workforce Training A	Materials & Supplies
\$38.00	6322	Paramedic Specialist	Materials & Supplies			
Fridley Theatres	541601	\$4,500.00	\$600.00	6511	Ticket Sales	Purchases for Resale
			\$900.00	6511	Ticket Sales	Purchases for Resale
			\$3,000.00	6511	Ticket Sales	Purchases for Resale
Heartland Area Education	541612	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Holmes Murphy & Associat	541620	\$300,029.00	\$300,000.00	6180	Non Tort Equip Maint	Insurance
			\$29.00	6180	Non Tort Insurance	Insurance
Iowa Laborers Education &	541625	\$13,849.77	\$4,075.00	6269	Apprenticeships 260F	Other Company Servic
			\$9,774.77	6269	Apprenticeships 260F	Other Company Servic
Iowa Student Loan Liquid	541627	\$17,000.00	\$3,840.00	1494	Fund 1 General Ledge	Partnership Loan Pro

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Student Loan Liquid	541627	\$17,000.00	\$4,800.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,360.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$5,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
ISED Inc.	541631	\$6,250.00	\$6,250.00	6269	Other General Instit	Other Company Servic
Kirkwood Community Colleg	541642	\$33,658.08	\$26,059.02	5300	IA Comm College Athl	Regular Prof Support
			\$2,102.94	5930	IA Comm College Athl	IPERS-Employer's Sha
			\$2,118.95	5920	IA Comm College Athl	FICA-Employer's Shar
			\$1,770.90	5900	IA Comm College Athl	DMACC Paid Insurance
			\$1,606.27	5720	IA Comm College Athl	Other Stu Wages
KJWW Engineering Consulta	541644	\$5,549.33	\$2,400.45	6015	Boone Housinig Expan	Consultant's Fees
			\$1,307.45	6015	Buildings Equipment	Consultant's Fees
			\$1,841.43	6015	Buildings Equipment	Consultant's Fees
LDJ Manufacturing	541652	\$32,500.00	\$32,500.00	6269	LDJ Manufacturing-On	Other Company Servic
Lincoln National Life Ins	541655	\$49,136.70	\$1,485.90	2259	Payroll Office	Dep Supp Life Ins Pa
			\$7,613.28	2257	Payroll Office	Emp Opt Life Ins Pay
			\$2,725.20	2258	Payroll Office	Spouse Opt Life Ins
			\$1,688.92	2256	Payroll Office	ST Disability - B In
			\$6,412.86	2255	Payroll Office	ST Disability - A In
			\$14,680.12	2254	Payroll Office	Long Term Disability
Martin Brothers Distribut	541662	\$6,514.83	\$1,935.29	6511	Cafeteria	Purchases for Resale
			\$1,610.39	6511	Cafeteria	Purchases for Resale
			\$1,643.14	6511	Cafeteria	Purchases for Resale
			\$1,326.01	6511	Cafeteria	Purchases for Resale
Neesvigs Inc	541683	\$4,114.97	\$1,127.33	6518	Hospitality Careers	Gourmet Dinners
			\$1,940.50	6519	Bistro	College Inn
			\$876.29	6519	Bistro	College Inn
			\$170.85	6519	Bistro	College Inn

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Protex Central Inc	541704	\$5,760.00	-\$480.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$6,240.00	6060	Mechanical Mainten	Maintenance/Repair o
Purcell Printing and Grap	541705	\$11,987.50	\$3,364.40	6230	Continuing Ed, Trade	Postage and Expediti
			\$60.50	6322	Special Needs	Materials & Supplies
			\$43.75	6322	Auto Service	Materials & Supplies
			\$43.75	6322	Business Administrat	Materials & Supplies
			\$43.75	6322	Computer Science	Materials & Supplies
			\$60.50	6322	Office of Dir, Stude	Materials & Supplies
			\$60.50	6322	Credentials	Materials & Supplies
			\$338.34	6120	Iowa College Access	Printing/Reproductio
			\$775.65	6120	Program Development	Printing/Reproductio
			\$236.25	6120	Office of Dir, Finan	Printing/Reproductio
			\$2,474.38	6120	ICI Booklet	Printing/Reproductio
			\$833.33	6120	ICI Booklet	Printing/Reproductio
			\$194.59	6120	Office of Sr VP, Aca	Printing/Reproductio
			\$289.85	6120	Admission Processing	Printing/Reproductio
			\$2,550.71	6120	Continuing Ed, Trade	Printing/Reproductio
			\$43.75	6322	Water Treatment	Materials & Supplies
			\$150.00	6322	Office of Dean, Heal	Materials & Supplies
			\$60.50	6322	Office of Dean, Indu	Materials & Supplies
			\$60.50	6322	Project Employment-P	Materials & Supplies
			\$60.50	6322	Office of Exec Dean,	Materials & Supplies
\$60.50	6322	Info Tech/Network Ad	Materials & Supplies			
\$60.50	6322	Occupational Safety	Materials & Supplies			
\$60.50	6322	Student Services	Materials & Supplies			
\$60.50	6322	Office of Dean, Heal	Materials & Supplies			
Quick Fuel	541706	\$2,979.25	\$2,979.25	6420	Transportation Insti	Vehicle Materials an
Remel Inc	541711	\$2,918.84	\$1,557.19	6322	Mathematics & Scienc	Materials & Supplies
			\$1,361.65	6322	Mathematics & Scienc	Materials & Supplies
Securitas Security Servic	541721	\$27,822.19	\$14,866.13	6261	Security Services Ur	Contracted Security
			\$12,956.06	6261	Security Services An	Contracted Security

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Story Construction	541729	\$9,628.25	\$9,628.25	7600	Campus Science Labs	Buildings and Fixed
Vital Support Systems	541742	\$69,930.39	\$41,484.77	7100	Technical Update Equ	Furniture, Machinery
			\$2,379.70	6322	Technical Update Equ	Materials & Supplies
			\$1,542.91	6322	Technical Update Equ	Materials & Supplies
			\$14,305.09	6323	Technical Update Equ	Minor Equipment
			\$10,217.92	6324	Technical Update Equ	Computer Software
Wells Fargo Educational F	541749	\$10,842.00	\$5,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,850.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$1,992.00	1494	Fund 1 General Ledge	Partnership Loan Pro
Wright Express Fleet Serv	541754	\$8,296.84	\$76.40	6420	Mail Service	Vehicle Materials an
			\$1,499.12	6420	Grounds	Vehicle Materials an
			\$1,028.11	6420	Mechanical Mainten	Vehicle Materials an
			\$1,560.73	6420	Office of the Dir, P	Vehicle Materials an
			\$217.91	6420	Physical Plant Opera	Vehicle Materials an
			\$68.93	6420	Physical Plant Opera	Vehicle Materials an
			\$164.70	6420	Physical Plant Opera	Vehicle Materials an
			\$36.00	6420	Physical Plant Opera	Vehicle Materials an
			\$39.60	6420	WLAN Support	Vehicle Materials an
			\$77.29	6420	Perry Operations	Vehicle Materials an
			\$536.66	6420	Transportation	Vehicle Materials an
			\$144.48	6420	Economic Development	Vehicle Materials an
			\$150.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$91.50	6420	Custodial	Vehicle Materials an
			\$66.00	6420	Campus Communication	Vehicle Materials an
\$92.46	6420	Office of Exec Dean,	Vehicle Materials an			
\$73.31	6420	Building Trades	Vehicle Materials an			
\$62.00	6420	Physical Plant Opera	Vehicle Materials an			
\$467.53	6420	Youth at Risk - Anke	Vehicle Materials an			
\$1,844.11	6420	Vehicle Pool	Vehicle Materials an			
Xerox Corp	541755	\$3,365.01	\$558.20	6322	Duplicating Services	Materials & Supplies
			\$1,079.54	6060	Non Tort Equip Maint	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	541755	\$3,365.01	\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$529.27	6322	Duplicating Services	Materials & Supplies
DMACC Child Care	541762	\$3,347.12	\$3,347.12	2299	Payroll Office	Other Employee Deduc
DMACC HEA	541765	\$6,761.57	\$6,761.57	2272	Payroll Office	DMACC/HEA Dues Payab
Cross Dillon Tire	541794	\$6,498.79	\$1,916.21	6266	Natl Emergency Grant	Stipends/Allowances
			\$2,133.79	6266	Natl Emergency Grant	Stipends/Allowances
			\$1,982.25	6266	Natl Emergency Grant	Stipends/Allowances
			\$466.54	6266	Natl Emergency Grant	Stipends/Allowances
Nelson Computer Service	541812	\$4,346.56	\$2,684.64	6266	Natl Emergency Grant	Stipends/Allowances
			\$1,661.92	6266	Natl Emergency Grant	Stipends/Allowances
William Penn College	541825	\$2,500.00	\$2,500.00	6266	WIA-Adult	Stipends/Allowances
ABC Herrington Sign and D	541843	\$5,077.74	\$429.42	6322	Office of Exec Dean,	Materials & Supplies
			\$737.60	6323	Student Activities	Minor Equipment
			\$510.00	6322	Office of Exec Dean,	Materials & Supplies
			\$2,322.16	6323	Student Activities	Minor Equipment
Airgas North Central	541846	\$5,065.88	-\$67.76	6322	Welding	Materials & Supplies
			\$215.19	6322	Perry Operations	Materials & Supplies
			\$12.23	6322	Perry Operations	Materials & Supplies
			\$178.25	6322	Welding	Materials & Supplies
			\$3,555.77	6322	Welding	Materials & Supplies
			\$23.96	6322	Welding	Materials & Supplies
			\$105.60	6322	Welding	Materials & Supplies
			\$329.89	6322	Welding	Materials & Supplies
			\$445.63	6322	Welding	Materials & Supplies
			\$267.12	6322	Equip Replacement In	Materials & Supplies
Alliant Energy	541849	\$4,257.95	\$4,257.95	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	541849	\$4,257.95	\$2,083.22	6190	Utilities	Utilities
Arnold Motor Supply	541855	\$3,870.46	\$20.11	6322	Heavy Diesel Equipme	Materials & Supplies
			\$47.84	6322	Heavy Diesel Equipme	Materials & Supplies
			\$160.98	6322	Heavy Diesel Equipme	Materials & Supplies
			\$20.67	6322	Manufacturing Techno	Materials & Supplies
			\$284.95	6322	Building Rental for	Materials & Supplies
			\$2,964.64	6322	Program Development	Materials & Supplies
			\$365.37	6322	Story County Academy	Materials & Supplies
		\$5.90	6322	Story County Academy	Materials & Supplies	
Associated Builders & Con	541856	\$16,374.39	\$16,374.39	6269	Apprenticeships 260F	Other Company Servic
Baker and Taylor Books	541861	\$3,570.00	\$1,023.42	6310	Equip Replacement Li	Library Books/Electr
			\$2,368.15	6310	Equip Replacement Li	Library Books/Electr
			\$97.76	6310	Equip Replacement Li	Library Books/Electr
			\$80.67	6310	Equip Replacement Li	Library Books/Electr
Central Iowa Sheet Metal	541888	\$40,745.00	\$40,745.00	6269	Apprenticeships 260F	Other Company Servic
Cline Tool and Service Co	541893	\$19,537.00	\$19,537.00	6269	Cline Tool & Service	Other Company Servic
Computer Comforts, Inc	541895	\$8,211.20	\$8,211.20	6323	Equipment Replacemen	Minor Equipment
Consulab Educatech Inc	541897	\$11,440.00	\$11,440.00	6323	Program Development	Minor Equipment
Days Inn	541904	\$2,956.80	\$2,956.80	6269	Continuing Ed, 2 Day	Other Company Servic
FFA Enrichment Center	541930	\$11,264.35	\$11,264.35	2014	FFA Enrichment Cente	Due to Others
First Choice Distribution	541931	\$3,839.50	\$111.40	6410	Physical Plant Opera	Janitorial Materials
			\$767.05	6410	Physical Plant Wareh	Janitorial Materials
			\$275.65	6410	Physical Plant Opera	Janitorial Materials
			\$2,685.40	6410	Physical Plant Opera	Janitorial Materials
Hewlett Packard	541952	\$33,238.16	\$73.30	6060	Information Systems	Maintenance/Repair o



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	541952	\$33,238.16	\$73.30	6060	Information Systems	Maintenance/Repair o
			\$73.30	6060	Information Systems	Maintenance/Repair o
			\$73.30	6060	Information Systems	Maintenance/Repair o
			\$2,532.29	6060	Technical Update Equ	Maintenance/Repair o
			\$1,505.40	6323	Ad Astra Scheduling	Minor Equipment
			\$940.00	6322	Web Based Instructio	Materials & Supplies
			\$1,965.48	6060	Information Systems	Maintenance/Repair o
			\$1,053.21	6323	Dean, Business & Inf	Minor Equipment
			\$63.18	6323	Dean, Business & Inf	Minor Equipment
			\$752.70	6323	Equipment Replacemen	Minor Equipment
			\$752.70	6323	Equipment Replacemen	Minor Equipment
			\$752.70	6323	Equip Replacement St	Minor Equipment
			\$1,505.40	6323	Equip Replacement Ne	Minor Equipment
			\$1,505.40	6323	Equip Replacement Ne	Minor Equipment
			\$752.70	6323	Equip Replacement In	Minor Equipment
			\$5,268.90	6323	Dean, Business & Inf	Minor Equipment
			\$799.00	6323	Dean, Business & Inf	Minor Equipment
\$12,043.20	6323	Equipment Replacemen	Minor Equipment			
\$752.70	6323	Project Employment-P	Minor Equipment			
Holiday Inn Downtown	541956	\$3,398.40	\$3,398.40	6321	Continuing Ed, 2 Day	Food
Imagetek Inc	541959	\$3,509.50	\$3,509.50	6265	Non Tort Equip Maint	Software Service Agr
Informa Software	541961	\$4,500.00	\$4,500.00	6265	Non Tort Equip Maint	Software Service Agr
Innovative Interfaces Inc	541962	\$2,500.00	\$2,500.00	6269	Library Automation	Other Company Servic
Internet Solver Inc	541963	\$5,000.00	\$4,000.00	6150	Campus Communication	Communications
			\$1,000.00	6150	Campus Communication	Communications
Iowa Communications Netwo	541967	\$25,623.95	\$2.15	6150	Campus Communication	Communications
			\$40.70	6150	Campus Communication	Communications
			\$9,252.90	6150	Campus Communication	Communications
			\$11.28	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	541967	\$25,623.95	\$71.13	6150	Campus Communication	Communications
			\$890.81	6150	Campus Communication	Communications
			\$23.91	6150	Campus Communication	Communications
			\$9,943.37	6150	Campus Communication	Communications
			\$1,078.72	6150	Continuing Ed, Criti	Communications
			\$17.41	6150	Campus Communication	Communications
			\$4,291.57	6269	Distance Learning	Other Company Servic
Iron Workers Local #67	541972	\$40,746.00	\$40,746.00	6269	Apprenticeships 260F	Other Company Servic
Kleis Consulting Group In	541982	\$4,769.50	\$4,769.50	6015	Softskills Training	Consultant's Fees
Martin Brothers Distribut	542001	\$3,115.56	\$767.31	6511	Cafeteria	Purchases for Resale
			\$1,246.45	6511	Cafeteria	Purchases for Resale
			\$1,101.80	6511	Cafeteria	Purchases for Resale
National Recoveries Inc	542021	\$6,874.65	\$6,594.84	6780	Office of Controller	Collection Agency Ex
			\$279.81	6780	Office of Controller	Collection Agency Ex
Neesvigs Inc	542023	\$2,693.65	\$1,207.79	6518	Hospitality Careers	Gourmet Dinners
			\$245.16	6518	Hospitality Careers	Gourmet Dinners
			\$214.24	6322	Culinary Arts	Materials & Supplies
			\$1,026.46	6518	Hospitality Careers	Gourmet Dinners
Primary Source	542043	\$3,247.93	\$1,535.97	6322	Office of Exec Dean,	Materials & Supplies
			\$656.90	6110	Office of Exec Dean,	Information Services
			\$1,055.06	6110	Office of Exec Dean,	Information Services
Red Wing Shoe Store	542047	\$4,800.00	\$4,800.00	6322	Continuing Ed, Trade	Materials & Supplies
Redfield Feed & Supply	542048	\$2,554.28	\$2,554.28	6322	Dallas County Farm O	Materials & Supplies
Runner Technologies Inc	542053	\$8,900.00	\$8,900.00	6265	Non Tort Equip Maint	Software Service Agr
Scope Shoppe Inc	542062	\$12,624.00	\$12,624.00	6323	Equip Replacement In	Minor Equipment

Report: FWRR040  
 Date: 03/26/2012  
 Time: 10:53 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 23-FEB-2012 to 25-MAR-2012

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Siemens Industry Inc	542066	\$37,700.00	\$37,700.00	6090	Buildings Equipment	Maintenance/Repair o
Sigler Companies	542067	\$3,617.64	\$3,617.64	6120	Office of Sr VP, Aca	Printing/Reproductio
State Steel Supply Co	542076	\$14,854.12	\$80.82	6322	Info Tech/Network Ad	Materials & Supplies
			\$402.75	6322	Equip Replacement In	Materials & Supplies
			\$14,137.55	6322	Welding	Materials & Supplies
			\$43.00	6322	Info Tech/Network Ad	Materials & Supplies
			\$190.00	6322	Equip Replacement In	Materials & Supplies
Wellmark Health Plan of I	542097	\$832,150.10	\$201.88	2250	Payroll Office	Health Insurance Pay
			\$832,351.98	2250	Payroll Office	Health Insurance Pay
Drake University	542126	\$5,000.00	\$5,000.00	6266	WIA-Dislocated Worke	Stipends/Allowances
Iowa Communications Netwo	542130	\$5,637.13	\$3,990.46	6150	IWD-Des Moines Offic	Communications
			\$1,646.67	6150	IES-Des Moines	Communications
			-----			
	REPORT TOTAL		\$2,809,527.80			

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, 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:

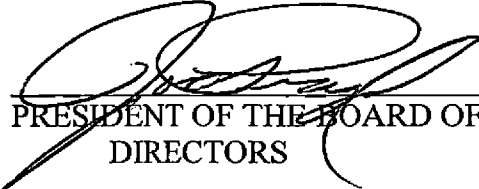
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" 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"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Express Logistics, 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 Express Logistics, 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"/>
Jeff Hall	<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 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"/>
Ben Norman	<input type="checkbox"/>	<input checked="" 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 EXPRESS LOGISTICS, 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 Express Logistics, 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 Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Express Logistics, Inc., Waukee, IA, (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 \$25000.00, 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: Express Logistics  
1125 SE Westbrooke Dr. Suite B  
Waukee, IA 50263

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

Express Logistics

Community College

Business

Authorized Signature

Authorized Signature

*Joe High Beard*  
Joe High Beard, President

*Chad Rubner*  
Chad Rubner, President

Type Name and Title

Type Name and Title

crubner@exp-logistics.com

Email Address

2006 South Ankeny Blvd.

1125 SE Westbrooke Dr. Suite B

Ankeny, IA 50023

Waukee, IA 50263

Address

Address

*4-9-12*

*3-14-2012*

Date

Date

260F-4 (03/00)

*Gregory E. Smith*

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

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Express Logistics, Inc.  
Project #3**

November 7, 2011

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

The following Training Plan reflects the expected training activities for Express Logistics. 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 Express Logistics 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>\$13,500.00</b>	<b>\$10,000.00</b>
Express Logistics may have DMACC or other providers train on the following topics which may include but are not limited to sales, marketing, safety, computer training for Microsoft office as well as Logistics and other company specific software. Team building and motivation may also be included. HR Compliance training will also be included.		
<b>II. Management/Supervisory Skills</b>	<b>\$13,500.00</b>	<b>\$10,000.00</b>
Express Logistics may have DMACC or another vendor provide training on the following topics which include but are not limited to: Executive Leadership, Management/Supervisory training, critical thinking skills, decision making, problem solving and accountability/measurement training. The leaders will also need to integrate motivational tactics, relationship building and the legal side of management to round out their leadership knowledge.		
<b>III. Materials and Supplies</b>	<b>\$2588.00</b>	<b>\$1250.00</b>
Express Logistics may purchase training materials and supplies which may include but are not limited to the following: Books, videos, DVDs, Audiotapes, Self-study materials, online courses, and other materials to facilitate the above training courses.		
<b>IV. Administrative Costs</b>	<b>\$ 3,750</b>	<b>\$3,750</b>

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



Total            \$33,400.00        \$25,000

The training began 11-7-11 with completion anticipated by 11-7-13 .. 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 14 unduplicated employees and will show, at the completion of the contract, \$8,400 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. 11-7-11

II. Training end date. 11-7-13

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

14

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	\$13,500.00	14	Value of Wages & Benefits	15,800.00
Management/ Supervisory	\$13,500.00	6	Value of Facilities	6000.00
Training Materials	\$2588.00	14	Value of Equipment:	
			Value of Supplies	
			Other:	
			<b>Total In-Kind Match</b>	<b>21,800.00</b>
<b>Total Training Cost</b>	<b>\$29,588.00</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>\$29,588.00</b>
<b>Administration Cost</b>	<b>\$3750.00</b>
<b>Total Project Cost</b> (training cost + administration cost)	<b>\$ 33,338.00</b>
<b>Amount of Company Cash Match</b>	<b>\$8338.00</b>
<b>EDA Award Amount</b> (Maximum award is \$25,000)	<b>\$25,000.00</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" 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"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Ryko Solutions, 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 Ryko Solutions, 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"/>
Jeff Hall	<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 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"/>
Ben Norman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 RYKO SOLUTIONS, 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 Ryko Solutions, 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 Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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 9th day of April, 2012.

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

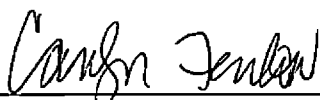
ATTEST:

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Ryko Solutions, Inc., Grimes, IA, (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 \$25,000.00, 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: Ryko Solutions Inc.  
11600 NW 54th Ave.  
Grimes, IA 50111

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 Prugel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

4-9-12

Date

Ryko Solutions, Inc.

Business

Authorized Signature

Kelly G. Wadsworth, VP of HR

Type Name and Title

KWadsworth@Ryko.com

Email Address

1500 SE 37th Street

Grimes, IA 50111

Address

3/13/12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Ryko Solutions, Inc.  
Project #1**

January 9, 2012

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

The following Training Plan reflects the expected training activities for Ryko. 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 Saxton, Inc. 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>\$12,000.00</b>	<b>\$10,000.00</b>
The company may have DMACC or other providers train on the following topics which may include, but are not limited to: Lean, Safety & OSHA training, welding training, Machinist training, Blue print, math and schematic training, sales and customer service training, Material Handling, Forklift training, PLC and electronics training, Solid State training, Project Management, Auto CAD Training, Inventor Training, computer training: Microsoft Office, Great Plains, FST software.		
<b>II. Management/Supervisory Skills</b>	<b>\$15,650.00</b>	<b>\$10,000.00</b>
The Company may have DMACC or another vendor provide training on the following topics which include, but are not limited to: Executive Leadership, Management/Supervisory training, coaching, delegating, and managing expectations, motivation, and the legal side of management.		
<b>III. Materials and Supplies</b>	<b>\$2000.00</b>	<b>\$1250.00</b>
The company may purchase training materials and supplies which may include but are not limited to the following: Books, videos, DVDs, Audiotapes, Self-study materials, online courses, and other materials to facilitate the above training courses. The company is setting up a new training facility and may use some of the funds to set-up their new training rooms.		
<b>IV. Administrative Costs</b>	<b>\$ 3,750</b>	<b>\$3,750</b>

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

**Total                    \$33,400.00            \$25,000**

The training began \_\_ with completion anticipated by \_\_. 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 \_\_\_\_ unduplicated employees and will show, at the completion of the contract, \$8,400 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. 1-9-12

II. Training end date. 1-9-14

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

70

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	12,000.00		Value of Wages & Benefits	\$16,800.00
Management/Supervisory	15,650.00		Value of Facilities	\$5000.00
Training Materials	2000.00		Value of Equipment:	\$5000.00
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$26,800.00
<b>Total Training Cost</b>	<b>29650.00</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>\$29650.00</b>
<b>Administration Cost</b>	<b>\$3750.00</b>
<b>Total Project Cost</b> (training cost + administration cost)	<b>\$33400.00</b>
<b>Amount of Company Cash Match</b>	<b>\$8400.00</b>
<b>EDA Award Amount</b> (Maximum award is \$25,000)	<b>\$25,000.00</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Apprenticeship Training Contract between the College and Associated Builders & Contractors of Iowa. 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 an Iowa Values Fund Apprenticeship Training Contract between the College and Associated Builders & Contractors of Iowa." 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input 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"/>
Ben Norman	<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 AN IOWA VALUES FUND APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND ASSOCIATED BUILDERS & CONTRACTORS OF IOWA

**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 an apprenticeship training program, the purpose of which is to provide training of workers 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 ("IDED"); and

**WHEREAS**, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Associated Builders & Contractors of Iowa (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$150,000; and

**WHEREAS**, an Iowa Values Fund Apprenticeship 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 an apprenticeship training program for the Sponsor;

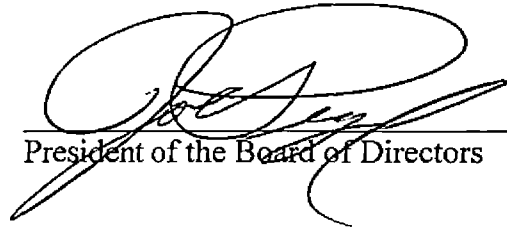
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Iowa Values Fund Apprenticeship 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 Iowa Values Fund Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Apprenticeship 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 Iowa Values Fund Apprenticeship 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 9th day of April, 2012.



\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

**GROW IOWA VALUE FUND  
IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Associated Builders & Contr. of Iowa JATC, 475 Alice Rd., Suite A Waukee, IA 50263, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$150,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Associated Builders & Contractors. of Iowa JATC

475 Alice Rd. Suite A

Waukee, Iowa 50263

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

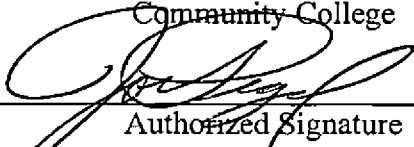
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Pugh, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021


Address

4-9-12

Date

Assoc. Builders & Contr. of Iowa JATC

Applicant



Authorized Signature

Greg Spinner, Exec. Vice Pres.

Type Name and Title

475 Alice Rd., Suite A

Waukee, IA 50263

Address

2-16-12

Date

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Associated Builders &  
Contractors of Iowa**

September 13, 2011

## 6. TRAINING PLAN

I. Training start date. 9/13/11

II. Training end date. 6/21/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 300

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Electricians 1-4	\$214,823	200	144 hrs.
HV/AC 1-4	\$42,965	40	144 hrs.
Plumbers 1-4	\$42,965	40	144 hrs.
Sheet Metal 1-4	\$21,482	20	144 hrs.
		300	
<b>TOTAL TRAINING COST</b>	<b>\$322,235</b>		

Total Training Cost		\$322,235
Admin. Costs	+	\$27,765
Total Project Cost	equals	350,000
Company Cash Match	-	200,000
IDED Award Amount	equals	150,000

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" 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"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Apprenticeship Training Contract between the College and Painter & Allied Trades Joint Apprenticeship and Training Committee. 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 an Iowa Values Fund Apprenticeship Training Contract between the College and Painter & Allied Trades Joint Apprenticeship and Training Committee." 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input 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"/>
Ben Norman	<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 AN IOWA VALUES FUND APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND PAINTER & ALLIED TRADES JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

**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 an apprenticeship training program, the purpose of which is to provide training of workers 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 ("IDED"); and

**WHEREAS**, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Painter & Allied Trades Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$50,000; and

**WHEREAS**, an Iowa Values Fund Apprenticeship 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 an apprenticeship training program for the Sponsor;

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

Section 1. That the Iowa Values Fund Apprenticeship 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 Iowa Values Fund Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Apprenticeship 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 Iowa Values Fund Apprenticeship 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  
act 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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

**GROW IOWA VALUE FUND  
IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/11/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Painters & Allied Trades JATC, 5738 NW 2nd St., Des Moines, IA 50313, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$50,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Painter & Allied Trades JATC

5738 NW 2<sup>nd</sup> St..

Des Moines, Iowa 50313

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

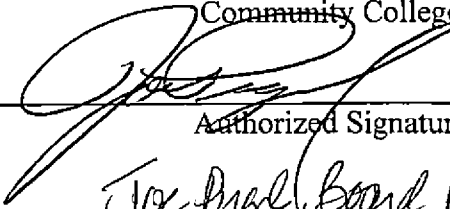
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Angel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

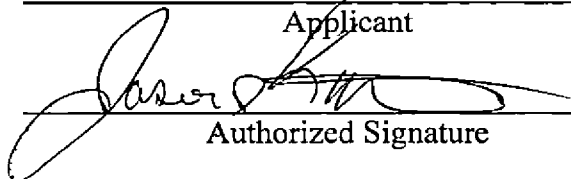
Address

4-9-12

Date

Painter & Allied Trades JATC

Applicant



Authorized Signature

Jason Knight, Business Representative

Type Name and Title

5738 NW 2<sup>nd</sup> St.

Des Moines, IA 50313

Address

2-29-12

Date

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Painters & Allied Trades  
Joint Apprenticeship and Training Committee**

September 11, 2011

## 6. TRAINING PLAN

I. Training start date. 9/17/11

II. Training end date. 4/7/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 30

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINE D	LENGTH OF TRAINING
Painters 1 <sup>st</sup> year (see attached outline)	\$19,578	10	160 hrs.
Painters 2 <sup>nd</sup> year (see attached outline)	\$19,578	10	160 hrs
Painters 3 <sup>rd</sup> year (see attached outline)	\$19,579	10	160 hrs.
		30	
<b>TOTAL TRAINING COST</b>	<b>58,735</b>		

<b>Total Training Cost</b>	<b>58,735</b>
<b>Admin. Costs</b> +	<b>9,265</b>
<b>Total Project Cost equals</b>	<b>68,000</b>
<b>Company Cash Match</b> -	<b>18,000</b>
<b>AWDED Award Amount equals</b>	<b>50,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" 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"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Apprenticeship Training Contract between the College and Iowa Electrical Apprenticeship & Training Trust. 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 an Iowa Values Fund Apprenticeship Training Contract between the College and Iowa Electrical Apprenticeship & Training Trust." 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:

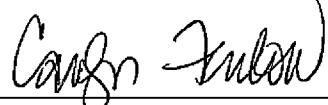
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input 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"/>
Ben Norman	<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 AN IOWA VALUES FUND APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA ELECTRICAL APPRENTICESHIP & TRAINING TRUST

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 an apprenticeship training program, the purpose of which is to provide training of workers 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 ("IDED"); and

WHEREAS, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Iowa Electrical Apprenticeship & Training Trust (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$100,000; and

WHEREAS, an Iowa Values Fund Apprenticeship 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 an apprenticeship training program for the Sponsor;

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

Section 1. That the Iowa Values Fund Apprenticeship 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 Iowa Values Fund Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Apprenticeship 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 Iowa Values Fund Apprenticeship 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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

**GROW IOWA VALUE FUND  
IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iowa Electrical Apprenticeship & Training Trust, 1948 NW 92<sup>nd</sup> Ct, Clive, IA 50325, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$100,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Iowa Electrical Apprenticeship & Training Trust

1948 NW 92<sup>nd</sup> Court

Clive, Iowa 50325

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

4-9-12

Date

Iowa State Appr. & Training Trust

Applicant

Authorized Signature

Ron Pinegar, Director of Training

Type Name and Title

1948 NW 92<sup>nd</sup> Court

Clive, IA 50325

Address

2/24/12

Date

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Iowa Electrical  
Apprenticeship and Training Trust**

September 12, 2011

## 6. TRAINING PLAN

I. Training start date. 9/12/11

II. Training end date. 6/15/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 200

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Electricians 1 <sup>st</sup> year (see attached outline)	\$116,298	40	160 hrs.
Electricians 2 <sup>nd</sup> year (see attached outline)	\$116,298	40	160 hrs.
Electricians 3 <sup>rd</sup> year (see attached outline)	\$116,298	40	160 hrs.
Electricians 4 <sup>th</sup> year (see attached outline)	\$116,298	40	160hrs.
Electricians 5 <sup>th</sup> year (see Attached outline)	\$116,298	40	160 hrs
		200	
<b>TOTAL TRAINING COST</b>	<b>581,490</b>		

<b>Total Training Cost</b>	<b>581,490</b>
<b>Admin. Costs</b> +	<b>18,510</b>
<b>Total Project Cost equals</b>	<b>600,000</b>
<b>Company Cash Match</b> -	<b>500,000</b>
<b>IDED Award Amount equals</b>	<b>100,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and North Central States Regional Council of Carpenters Training Fund. 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 an Apprenticeship Training Contract Between the College and North Central States Regional Council of Carpenters Training Fund." 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:

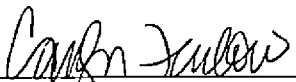
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS TRAINING FUND

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with North Central States Regional Council of Carpenters Training Fund (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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 \$90,000; and

WHEREAS, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

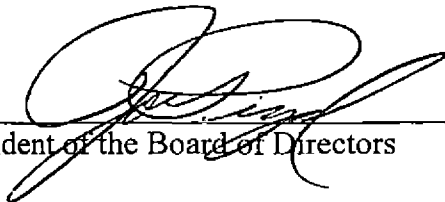
Section 1. That the Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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



# IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and North Central States Regional Council of Carpenters Training Fund, 2160 Douglas, Des Moines, IA 50313, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.
- B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$90,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Carpenter North Central States Regional Council Of Carpenters

2169 E Douglas

Des Moines, IA 50313

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

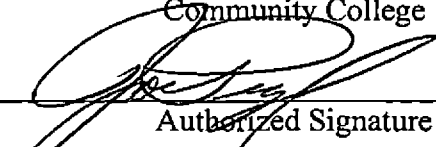
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Engel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

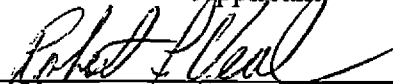
Address

4-9-12

Date

NCSRCC Training Fund

Applicant



Authorized Signature

Bob Veal, Apprenticeship Coordinator

Type Name and Title

2160 E Douglas

Des Moines, IA 50313

Address

2-17-12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**North Central States Regional Council  
Of Carpenters Training Fund**

September 12, 2011



## 6. TRAINING PLAN

I. Training start date. 9/12/11

II. Training end date. 6/15/12

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

III. TOTAL UNDUPLICATED number of apprentice to be trained. **80**

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT Apprentices Training Trade areas or Occupations	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Carpenter 1 <sup>st</sup> year (see attached outline)	93,335	20	160 hrs.
Carpenter 2 <sup>nd</sup> year (see attached outline)	93,335	20	160 hrs.
Carpenter 3 <sup>rd</sup> year (see attached outline)	93,336	20	160 hrs.
Carpenter 4 <sup>th</sup> year (see attached outline)	93335	20	160 hrs.
		80	
<b>TOTAL TRAINING COST</b>	<b>373,341</b>		

<b>Total Training Cost</b>	<b>\$ 373,341</b>
<b>Admin. Costs</b> +	<b>\$16,659</b>
<b>Total Project Cost equals</b>	<b>390,000</b>
<b>Company Cash Match</b> -	<b>300,000</b>
<b>IDED Award Amount equals</b>	<b>90,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Cement Masons Local #21 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Cement Masons Local #21 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND CEMENT MASONS LOCAL #21 JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

**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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Cement Masons Local #21 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under 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**, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

# IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Cement Mason Local #21 JATC, 1224 SE Diehl, Des Moines, IA 50315 (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.

The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$15,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Cement Masons Local #21 JATC

1224 SE Diehl

Des Moines, Iowa 50315

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

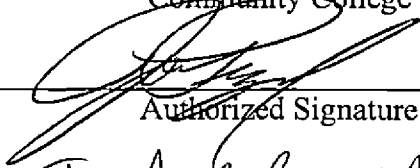
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College  
Community College



Authorized Signature

Joe Paul Beard President  
Type Name and Title

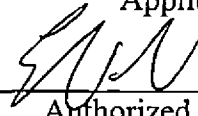
2006 South Ankeny Blvd.

Ankeny, IA 50021  
Address

4-9-12

Date

Cement Masons Local #21 JATC  
Applicant



Authorized Signature

Earl Agan, Apprenticeship Coordinator  
Type Name and Title

124 SE Diehl

Des Moines, IA 50315  
Address

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Cement Masons Local #21  
Joint Apprenticeship and Training Committee**

September 12, 2011

## 6. TRAINING PLAN

I. Training start date. 9/12/11

II. Training end date. 10/17/11

III. TOTAL UNDUPLICATED number of apprentice to be trained. 10

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Cement Mason 1 <sup>st</sup> year (see attached outline)	\$10,890	4	144 hrs.
Cement Mason 2 <sup>nd</sup> year (see attached outline)	\$5,445	2	144 hrs.
Cement Mason 3 <sup>rd</sup> year (see attached outline)	\$5,445	2	144 hrs.
Cement Mason 4 <sup>th</sup> year (see attached outline)	\$5,444	2	144 hrs.
		10	
<b>TOTAL TRAINING COST</b>	<b>27,224</b>		

<b>Total Training Cost</b>	<b>27,224</b>
<b>Admin. Costs</b> +	<b>2,776</b>
<b>Total Project Cost equals</b>	<b>30,000</b>
<b>Company Cash Match</b> -	<b>15,000</b>
<b>IDED Award Amount equals</b>	<b>15,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>



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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND GLAZIERS & GLASS WORKERS LOCAL #1075 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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 \$10,000; and

WHEREAS, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

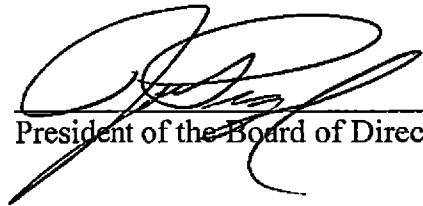
Section 1. That the Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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.

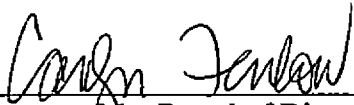
Passed and approved this 9th day of April, 2012.



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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 April 9, 2012, 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 9th day of April, 2012.

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

# IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/14/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Glaziers & Glass Workers Local #1075 JATC, 5738 NW 2<sup>ND</sup> St., Des Moines, IA 50313, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.
- B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$10,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Glaziers & Glass Workers #1075 JATC

5738 NW 2<sup>nd</sup> St. Des Moines,

Des Moines, Iowa 50313

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

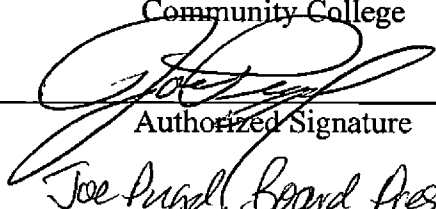
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Puzal, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021


Address

4-9-12

Date

Glaziers & Glass Workers #1075 JATC

Applicant



Authorized Signature

Larry Grafton, Business Manager

Type Name and Title

5738 NW 2<sup>nd</sup> St.

Des Moines, IA 50313

Address

02/03/07

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Glaziers & Glass Workers Local #1075  
Joint Apprenticeship and Training Committee**

September 17, 2011

## 6. TRAINING PLAN

I. Training start date. 9/17/11

II. Training end date. 6/9/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 8

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Glaziers 1 <sup>st</sup> year (see attached outline)	\$4,537	2	144 hrs.
Glaziers 2 <sup>nd</sup> year (see attached outline)	\$4,537	2	144 hrs.
Glaziers 3 <sup>rd</sup> year (see attached outline)	\$4,537	2	144 hrs.
Glaziers 4 <sup>th</sup> year (see attached outline)	\$4,538	2	144 hrs.
		8	
<b>TOTAL TRAINING COST</b>	<b>18,149</b>		

<b>Total Training Cost</b>	<b>18,149</b>
<b>Admin. Costs</b> +	<b>1,851</b>
<b>Total Project Cost equals</b>	<b>20,000</b>
<b>Company Cash Match</b> -	<b>10,000</b>
<b>IDED Award Amount equals</b>	<b>10,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND HEAT & FROST INSULATORS LOCAL #74 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

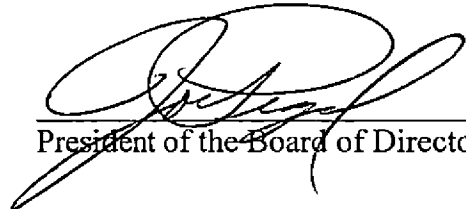
Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.



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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

# IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Heat & Frost Insulators Local #74 JATC, 1501 E. Aurora, Des Moines, IA 50313, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.

The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

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Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$15,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) A Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Heat & Frost Insulators Local #74 JATC

1501 E. Aurora

Des Moines, Iowa 50313

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Pried, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

4-9-12

Date

Heat & Frost Insulatots Local #74 JATC

Applicant



Authorized Signature

Ted Watson, Business Manager

Type Name and Title

1501 E. Aurora

Des Moines, IA 50313

Address

2-24-12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Heat & Frost Insulators Local #74  
Joint Apprenticeship and Training Committee**

September 12, 2011

## 6. TRAINING PLAN

I. Training start date. 9/12/11

II. Training end date. 6/15/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 10

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Insulators 1 <sup>st</sup> year (see attached outline)	\$4,045	2	160 hrs.
Insulators 2 <sup>nd</sup> year (see attached outline)	\$ 4,045	2	160 hrs.
Insulators 3 <sup>rd</sup> year (see attached outline)	\$8,089	4	160 hrs.
Insulators 4 <sup>th</sup> year (see attached outline)	\$4,045	2	160 hrs.
		10	
<b>TOTAL TRAINING COST</b>	<b>\$20,224</b>		

<b>Total Training Cost</b>		<b>20,224</b>
<b>Admin. Costs</b>	+	<b>2,776</b>
<b>Total Project Cost</b>	equals	<b>23,000</b>
<b>Company Cash Match</b>	-	<b>8,000</b>
<b>IDED Award Amount</b>	equals	<b>15,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Iron Workers Local #67 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Iron Workers Local #67 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IRON WORKERS LOCAL #67 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Iron Workers Local #67 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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 \$50,000; and

WHEREAS, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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



**IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iron Workers Local #67 JATC, 1501 E. Aurora, Des Moines, IA 50313, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

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

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Section 3.2. The Applicant and the Community College agree that the Project Award, in the amount of \$50,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

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Section 4.2 The Community College, with the written consent of the Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

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EVENTS OF DEFAULT**

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- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
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- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
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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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Iron Workers Masons Local #67 JATC

1501 E. Aurora

Des Moines, Iowa 50313

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

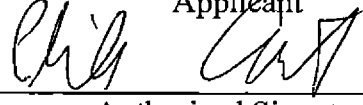
IN WITNESS WHEREOF, the Community College and the Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Iron Workers Local #67 JATC

Community College

Applicant



Authorized Signature

Authorized Signature

Joe Pruehl, Board President

Phil Anctil, Apprenticeship Coordinator

Type Name and Title

Type Name and Title

2006 South Ankeny Blvd.

1501 E. Aurora

Ankeny, IA 50021

Des Moines, IA 50313

Address

Address

4-9-12

3/9/2012

Date

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Iron Workers Local #67  
Joint Apprenticeship and Training Committee**

November 14, 2011



## 6. TRAINING PLAN

I. Training start date. 11/14/11

II. Training end date. 3/23/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 20

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Iron Worker 1 <sup>st</sup> year (see attached outline)	\$41,436	5	200 hrs.
Iron Worker 2 <sup>nd</sup> year (see attached outline)	\$41,436	5	200 hrs.
Iron Worker 3 <sup>rd</sup> year (see attached outline)	\$41,436	5	200 hrs.
Iron Worker 4 <sup>th</sup> year (see attached outline)	\$41,437	5	200 hrs.
		20	
<b>TOTAL TRAINING COST</b>	<b>\$165,735</b>		

<b>Total Training Cost</b>	<b>165,745</b>
<b>Admin. Costs</b> +	<b>9,255</b>
<b>Total Project Cost equals</b>	<b>175,000</b>
<b>Company Cash Match</b> -	<b>125,000</b>
<b>IDED Award Amount equals</b>	<b>50,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa 50131. The meeting was called to order and there were present the following named Board Members:

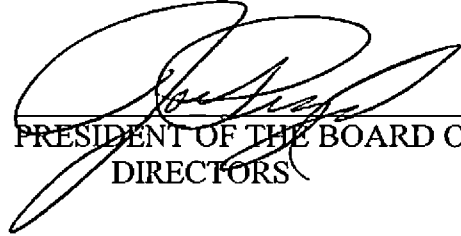
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Iowa Laborers Education and Training Trust Fund. 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 an Apprenticeship Training Contract Between the College and Iowa Laborers Education and Training Trust Fund." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA LABORERS EDUCATION AND TRAINING TRUST FUND

**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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Iowa Laborers Education and Training Trust Fund (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under 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 \$5,000; and

**WHEREAS**, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

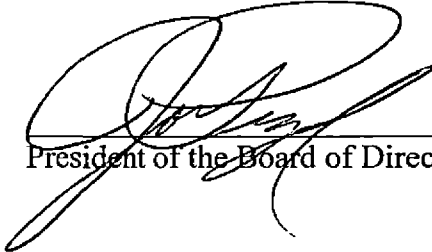
Section 1. That the Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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.

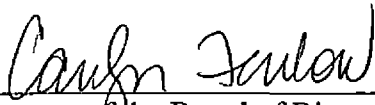
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 9th day of April, 2012.



\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

# IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as 07/11/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iowa Laborers' Education and Training Trust Fund, 5806 Meredith Dr., Des Moines, IA 50322, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$5,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) A Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Iowa Laborers' Education & Training Trust Fund

5806 Meredith Dr.

Des Moines, Iowa 50322

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

4-9-12

Date

Iowa Laborers Ed. & Training Trust Fund

Applicant

Authorized Signature

Lynn Pickard, Director of Training

Type Name and Title

5806 Meredith Dr

Des Moines, IA 50322

Address

2/29/12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Iowa Laborers Education  
and Training Trust Fund**

January 9, 2012

## 6. TRAINING PLAN

I. Training start date. 1/9/12

II. Training end date. 3/9/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 10

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Laborers 1 <sup>st</sup> year (see attached outline)	\$4,537	5	120 hrs.
Laborers 2 <sup>nd</sup> year (see attached outline)	\$4,538	5	120 hrs.
<b>TOTAL TRAINING COST</b>		<b>10</b>	

Total Training Cost		9,075
Admin. Costs	+	925
<b>Total Project Cost</b>	<b>equals</b>	<b>10,000</b>
Company Cash Match	-	5,000
<b>IDED Award Amount</b>	<b>equals</b>	<b>5,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Laborers Local #177 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Laborers Local #177 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>



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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND LABORERS LOCAL #177 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

**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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Laborers Local #177 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under 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 \$50,000; and

**WHEREAS**, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

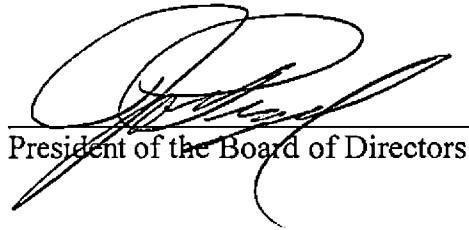
Section 1. That the Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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.

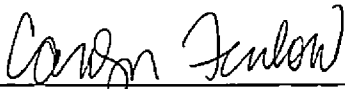
Passed and approved this 9th day of April, 2012.



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President of the Board of Directors

ATTEST:



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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 April 9, 2012, 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 9th day of April, 2012.

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

## IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as 07/11/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Laborers Local Union #177 JATC, 2121, Des Moines, IA 50317, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$50,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Iowa Laborers Local Union #177 JATC

2121 Delaware

Des Moines, Iowa 50317

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Puzd, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

4-9-12

Date

Laborers Local Union #177 JATC

Applicant

Authorized Signature

Kenny Gwinn, Business Manager

Type Name and Title

2121 Delaware

Des Moines, IA 50317

Address

2-28-12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Laborers Local #177  
Joint Apprenticeship and Training Committee**

September 12, 2011

## 6. TRAINING PLAN

I. Training start date. 9/12/11

II. Training end date. 6/8/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 10

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING AREAS OR OCCUPATIONS	TRADE	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Laborers 1 <sup>st</sup> year (see attached outline)		\$45,372	25	120 hrs.
Laborers 2 <sup>nd</sup> year (see attached outline)		\$45,373	25	120 hrs.
TOTAL TRAINING COST		\$90,745	50	

Total Training Cost		90,745
Admin. Costs	+	9,255
Total Project Cost	equals	100,000
Company Cash Match	-	50,000
IDED Award Amount	equals	50,000

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa 50131. The meeting was called to order and there were present the following named Board Members:

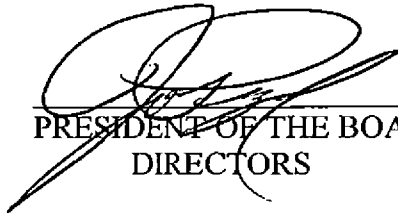
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Missouri Valley Line Constructors Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Missouri Valley Line Constructors Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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

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\_\_\_\_\_  
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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND MISSOURI VALLEY LINE CONSTRUCTORS JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

**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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Missouri Valley Line Constructors Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under 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 \$50,000; and

**WHEREAS**, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.



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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

**IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/08/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Missouri Valley Line Construction JATC, 1707 N. 14<sup>th</sup> St., Indianola, IA 50313, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$50,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Missouri Valley Line Construction JATC

1707 N. 14<sup>th</sup> St.

Indianola, Iowa 50125

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Pregel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

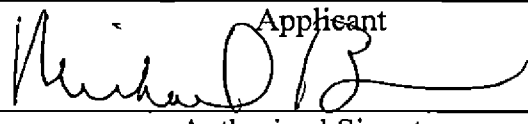
Address

4-9-12

Date

Missouri Valley Line Construction JATC

Applicant



Authorized Signature

Michael Brown, Training Director

Type Name and Title

1707 N. 14<sup>th</sup> St.

Indianola, IA 50125

Address

03/13/12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Missouri Valley Line Constructors  
Joint Apprenticeship and Training Committee**

September 12, 2011

## 6. TRAINING PLAN

I. Training start date. 9/12/11

II. Training end date. 5/11/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 80

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Linemen 1 <sup>st</sup> year (see attached outline)	\$35,186	20	100 hrs.
Linemen 2 <sup>nd</sup> year (see attached outline)	\$35,186	20	100 hrs
Linemen 3 <sup>rd</sup> year (see attached outline)	\$35,186	20	100 hrs.
Linemen 4 <sup>th</sup> year (see attached outline)	\$35,187	20	100 hrs.
		80	
<b>TOTAL TRAINING COST</b>	<b>140,745</b>		

<b>Total Training Cost</b>	<b>140,745</b>
<b>Admin. Costs</b> +	<b>9,255</b>
<b>Total Project Cost</b> equals	<b>150,000</b>
<b>Company Cash Match</b> -	<b>100,000</b>
<b>IDED Award Amount</b> equals	<b>50,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa 50131. The meeting was called to order and there were present the following named Board Members:

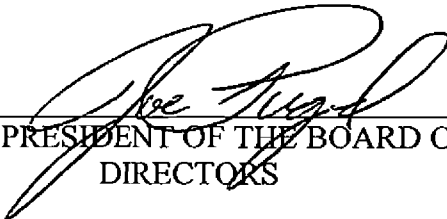
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Iowa Operating Engineers Local #234 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Iowa Operating Engineers Local #234 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA OPERATING ENGINEERS LOCAL #234 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

**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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Iowa Operating Engineers Local #234 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under 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 \$39,034; and

**WHEREAS**, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

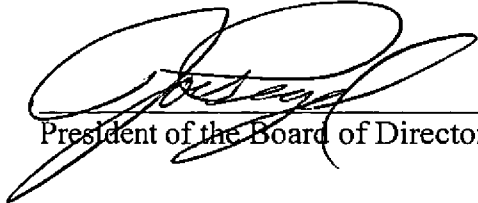
Section 1. That the Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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



# IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 07/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iowa Operating Engineers LU #234 JATC, 1635 Quebec, Indianola, Iowa 50125, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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- (A) It is duly organized and validly existing under the laws of the State of Iowa;
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- (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 Applicant.  
The Applicant represents and covenants that:

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or the Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant which complies with all local, state, and federal affirmative action requirements..

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$39,034.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Iowa Operating Engineers LU #234 JATC

1635 Quebec

Indianola, Iowa 50125

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

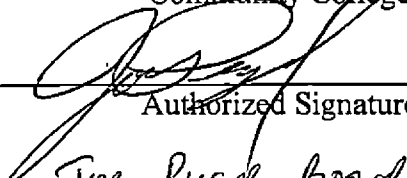
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College  
Community College

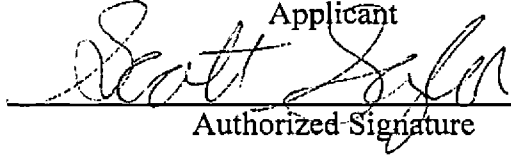
  
Authorized Signature  
Joe Pugh, Board President  
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021  
Address

4-9-12  
Date

Iowa Operating Engineers LU #234 JATC  
Applicant

  
Authorized Signature  
Scott Saylor, Business Manager  
Type Name and Title

1635 Quebec

Indianola, IA 50125  
Address

3-12-12  
Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Iowa Operating Engineers Local #234  
Joint Apprenticeship and Training Committee**

January 7, 2012



## 6. TRAINING PLAN

I. Training start date. 1/7/12

II. Training end date. 6/16/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 20

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Operators 1 <sup>st</sup> year (see attached outline)	\$39,202	5	144 hrs.
Operators 2 <sup>nd</sup> year (see attached outline)	\$39,202	5	144 hrs.
Operators 3 <sup>rd</sup> year (see attached outline)	\$39,202	5	144 hrs.
Operators 4 <sup>th</sup> year (see attached outline)	\$39,203	5	144 hrs.
		20	
	\$156,809		

Total Training Cost	156,809
Admin. Costs +	7,225
<b>Total Project Cost equals</b>	<b>164,034</b>
Company Cash Match -	125,000
<b>IDED Award Amount equals</b>	<b>39,034</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Plumbers & Steamfitters Local #33 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Plumbers & Steamfitters Local #33 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND PLUMBERS & STEAMFITTERS LOCAL #33 JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

**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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Plumbers & Steamfitters Local #33 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under 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 \$90,000; and

**WHEREAS**, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

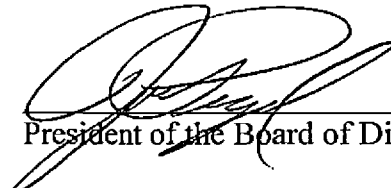
Section 1. That the Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

**IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Plumbers & Steamfitters Local #33 JATC, 2501 Bell Ave., Des Moines, IA 50321, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.
- B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$90,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) A Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Plumbers & Steamfitters Local #33 JATC

2501 Bell Ave.

Des Moines, Iowa 50321

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

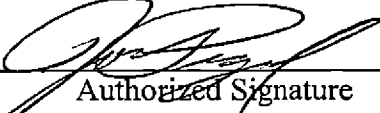
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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 Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College  
Community College

  
Authorized Signature

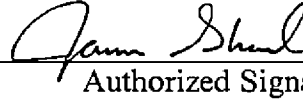
Joe Puel, Board President  
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021  
Address

4-9-12  
Date

Plumbers & Steamfitters Local #33 JATC  
Applicant

  
Authorized Signature

Jason Shanks, Apprenticeship Coordinator  
Type Name and Title

2501 Bell Ave.

Des Moines, IA 50321  
Address

2-23-12  
Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Plumbers & Steamfitters Local #33  
Joint Apprenticeship and Training Committee**

September 12, 2011

## 6. TRAINING PLAN

- I. Training start date. 9/12/11
- II. Training end date. 6/15/12
- III. TOTAL UNDUPLICATED number of apprentice to be trained. 150

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Plumbers 1 <sup>st</sup> year (see attached outline)	\$115,268	30	240 hrs.
Plumbers 2 <sup>nd</sup> year (see attached outline)	\$115,268	30	240 hrs.
Plumbers 3 <sup>rd</sup> year (see attached outline)	\$115,268	30	240 hrs.
Plumbers 4 <sup>th</sup> year (see attached outline)	\$115,268	30	240 hrs.
Plumbers 5 <sup>th</sup> year (see attached outline)	\$115,269	30	
		150	
<b>TOTAL TRAINING COST</b>	<b>573,341</b>		

<b>Total Training Cost</b>	<b>573,341</b>
<b>Admin. Costs</b> +	<b>16,659</b>
<b>Total Project Cost equals</b>	<b>590,000</b>
<b>Company Cash Match</b> -	<b>500,000</b>
<b>IDED Award Amount equals</b>	<b>90,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Sheet Metal Workers Local #45 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Sheet Metal Workers Local #45 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>



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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND SHEET METAL WORKERS LOCAL #45 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Sheet Metal Workers Local #45 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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 \$50,000; and

WHEREAS, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

**IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/07/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Sheet Metal Workers JATC, 4534 NW 6<sup>th</sup> Drive, Des Moines, IA 50313 (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$50,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) A Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021</u>
Applicant:	<u>Sheet Metal Workers JATC</u>
	<u>4534 NW 6<sup>th</sup> Drive</u>
	<u>Des Moines, Iowa 50313</u>

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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 Applicant have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

Date

Sheet Metal Workers JATC

Applicant

Authorized Signature

Jim Giles, Business Manager

Type Name and Title

4534 NW 6<sup>th</sup> Drive

Des Moines, IA 50313

Address

Date

260F-4D (1/98)

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Sheet Metal Workers Local #45  
Joint Apprenticeship and Training Committee**

September 10, 2011

## 6. TRAINING PLAN

I. Training start date. 9/10/11

II. Training end date. 6/9/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 40

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Sheet Metal 1 <sup>st</sup> year (see attached outline)	\$28,936	10	208 hrs.
Sheet Metal 2 <sup>nd</sup> year (see attached outline)	\$28,936	10	208 hrs.
Sheet Metal 3 <sup>rd</sup> year (see attached outline)	\$28,936	10	208 hrs.
Sheet Metal 4 <sup>th</sup> year (see attached outline)	\$28,937	10	208 hrs.
		40	
<b>TOTAL TRAINING COST</b>	<b>\$115,745</b>		

<b>Total Training Cost</b>	<b>115,745</b>
<b>Admin. Costs</b> +	<b>9,255</b>
<b>Total Project Cost</b> equals	<b>125,000</b>
<b>Company Cash Match</b> -	<b>75,000</b>
<b>IDED Award Amount</b> equals	<b>50,000</b>

Ankeny, Iowa  
April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Iowa State Trowel Trades Local #3 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Iowa State Trowel Trades Local #3 Joint Apprenticeship and Training Committee." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA STATE TROWEL TRADES LOCAL #3 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Iowa State Trowel Trades Local #3 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

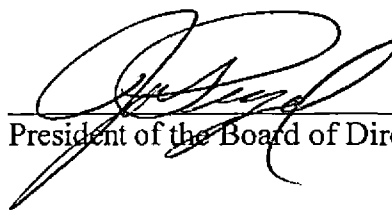
Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.



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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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

**IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as 8/01/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iowa State Trowel Trades Local #3 JATC, 2425 , Des Moines , IA 50317, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$15,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### ARTICLE IV CONTRACT MODIFICATION

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Iowa State Trowel Trades Local #3 JATC

2425 Delaware

Des Moines, Iowa 50317

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

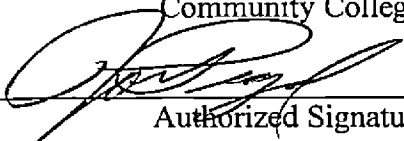
Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.



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

Des Moines Area Community College

Community College



Authorized Signature

Joe Pugel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

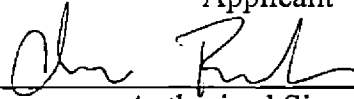
Address

4-9-12

Date

Iowa State Trowel Trades Local #3 JATC

Applicant



Authorized Signature

Chris Busch, Apprenticeship Coordinator

Type Name and Title

2425 Delaware

Des Moines, IA 50317

Address

3/6/12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Iowa State Trowel Trades Local #3  
Joint Apprenticeship and Training Committee**

March 12, 2012

## 6. TRAINING PLAN

I. Training start date. 3/12/12

II. Training end date. 4/20/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 10

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Brick Layer 1 <sup>st</sup> year (see attached outline)	\$7,445	2	240 hrs.
Brick layers 2 <sup>nd</sup> year (see attached outline)	\$11,167	3	240 hrs
Brick layers 3 <sup>rd</sup> year (see attached outline)	\$7,445	2	240 hrs
Brick layers 4 <sup>th</sup> year (see attached outline)	\$11,167	3	240 hrs
		10	
<b>TOTAL TRAINING COST</b>	<b>\$37,224</b>		

<b>Total Training Cost</b>	<b>37,224</b>
<b>Admin. Costs</b> +	<b>2,776</b>
<b>Total Project Cost equals</b>	<b>40,000</b>
<b>Company Cash Match</b> -	<b>25,000</b>
<b>IDED Award Amount equals</b>	<b>15,000</b>

Ankeny, Iowa  
 April 9, 2012

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of April, 2012, at 4:00 p.m., at the DMAACC Commons Building on the campus of the College in Ankeny, Iowa 50131. 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Iowa Association of Municipal Utilities. 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 an Apprenticeship Training Contract Between the College and Iowa Association of Municipal Utilities." 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"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<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"/>
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"/>

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 AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA ASSOCIATION OF MUNICIPAL UTILITIES

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Iowa Association of Municipal Utilities (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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 \$40,000; and

WHEREAS, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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 9th day of April, 2012.

  
\_\_\_\_\_  
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 April 9, 2012, 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 9th day of April, 2012.

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



# IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as 7/01/11 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and IA. Association of Municipal Utilities, 1735 NE 70<sup>th</sup> Avenue, Ankeny, IA 50021 (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or

by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant 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) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, 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 apprentices 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 Department of Economic Development. It is understood and agreed that the Applicant 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 Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$40,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 the Department.

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

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant 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 the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant 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 Applicant to the Department of Economic Development are a lien upon the Applicant'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 Department of Economic Development 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 50021

Applicant: Iowa Association of Municipal Utilities

1735 E. 70<sup>th</sup> Ave.

Ankeny, Iowa 50021

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

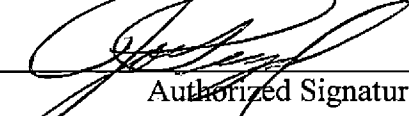
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect 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 Applicant 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 Prugel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

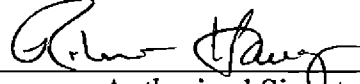
Address

4-9-12

Date

Iowa Association of Municipal Utilities

Applicant



Authorized Signature

Bob Haug, Executive Director

Type Name and Title

1735 NE 70th

Ankeny, IA 50021

Address

2-23-12

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Iowa Association of Municipal Utilities**

September 12, 2011



## 6. TRAINING PLAN

I. Training start date. 9/12/11

II. Training end date. 6/8/12

III. TOTAL UNDUPLICATED number of apprentice to be trained. 40

### LIST OF 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 occupation/trade area. 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Power Line Installers 1 <sup>st</sup> year (see attached outline)	\$20,649	10	190 hrs.
Power Line Installers 2 <sup>nd</sup> year (see attached outline)	\$20,649	10	190 hrs.
Power Line Installers 3 <sup>rd</sup> year (see attached outline)	\$20,649	10	190 hrs.
Power Line Installers 4 <sup>th</sup> year (see attached outline)	\$20,649	10	190 hrs.
		40	
<b>TOTAL TRAINING COST</b>	<b>82,596</b>		

<b>Total Training Cost</b>	<b>82,596</b>
<b>Admin. Costs</b> +	<b>7,404</b>
<b>Total Project Cost</b> equals	<b>90,000</b>
<b>Company Cash Match</b> -	<b>50,000</b>
<b>IDED Award Amount</b> equals	<b>40,000</b>

#21

**NOTE: This Document Is For Planning Purposes Only and Is Subject To Change**

Sources of Funds:		Sources / Uses		Total
		Other Sources	Plant Fund	
<b>Plant Fund:</b>				
1	Property Tax **		68,245,287	68,245,287
2	Interest on investments		508,050	508,050
<b>Government:</b>				
3	Additional State Aid Appropriation	1,611,998		1,611,998
4	ACE Infrastructure funds	2,735,551		2,735,551
5	Iowa Values Funds	1,545,000		1,545,000
6	Federal - Electronic Crime Inst.	208,000		208,000
7	<b>Microsoft Settlement</b>	1,662,593		1,662,593
8	<b>Borrowing Proceeds</b>		16,150,000	16,150,000
9	<b>Donations/Gifts in kind</b>	5,719,248		5,719,248
10	<b>Story County Schools - 28E Contribution</b>	1,600,000		1,600,000
11	<b>Jasper County Schools - 28E Contribution</b>	850,000		850,000
<b>Transfers:</b>				
12	Fund 1 - Utilities **	20,181,290		20,181,290
13	Fund 2 - 260E Interest & Cost Recovery	7,367,918		7,367,918
14	Fund 3 - Bookstores & Sales Accounts	1,502,116		1,502,116
15	Various Departments	9,576,358		9,576,358
16	<b>Other revenue</b>	1,968,237		1,968,237
17	<b>Total Sources</b>	<b>56,528,309</b>	<b>84,903,337</b>	<b>141,431,646</b>
<b>Uses of Funds:</b>				
<b>Debt Service:</b>				
18	Principal & Interest	360,391	14,510,587	14,870,978
	Lease of Newton Facility from DMACC Foundation		374,557	374,557
<b>Annual Allocations:</b>				
20	Utilities **	20,181,811		20,181,811
21	District - Capital renewal **	895,715	13,695,478	14,591,193
22	District - Instructional equipment and supplies **	8,181	3,652,756	3,660,937
23	District - Technology Upgrades/Equipment **	1,848,792	13,391,200	15,239,992
24	Administration **		3,580,560	3,580,560
25	<b>Completed Projects (Page 2, Line 40):</b>	<b>24,962,415</b>	<b>25,000,022</b>	<b>49,962,437</b>
<b>Projects Under Construction:</b>				
26	Boone - Student Housing Unit 5	1,331,000		1,331,000
27	Boone - Storage Garage	120,000		120,000
28	District - Ad Astra Scheduling Software	135,000		135,000
29	District - Unspecified (Budgeted in FY2013)		500,000	500,000
30	District - Science Labs (Newton/West/Urban)	462,584		462,584
31	Top Value Foods Building - Purchase	700,000		700,000
32	Top Value Foods Building - remodel	100,000	1,066,881	1,166,881
33	Top Value Foods Building - equipment		667,605	667,605
34	<b>Future Project (Page 2, Line 42)</b>	<b>520,000</b>	<b>2,780,000</b>	<b>3,300,000</b>
35	<b>Funds to be transferred from Fund 2</b>		<b>5,259,000</b>	<b>5,259,000</b>
36	<b>Unencumbered funds</b>	<b>4,902,420</b>	<b>1,441,625</b>	<b>6,344,046</b>
37	<b>Total Uses</b>	<b>56,528,309</b>	<b>85,920,271</b>	<b>142,448,581</b>
38	<b>Excess (deficit)</b>	<b>0</b>	<b>(1,016,934)</b>	<b>(1,016,934)</b>
	Beginning Fund Balance	0	1,016,934	1,016,934
40	Ending Fund Balance	0	0	0

## Completed Projects:

	Other Sources	Plant Fund	Total	
1	Ankeny - Additional FFA Parking	313,822	313,822	
2	Ankeny - Bookstore Storage	317,939	317,939	
3	Ankeny - Chemistry Lab Remodel & Equip - Bldg #4	293,670	2,077	295,747
4	Ankeny - Chiller Repairs	213,600	84,991	298,591
5	Ankeny - Culinary arts remodeling	1,427,258	700,000	2,127,258
6	Ankeny - Diesel Storage Building	74,317		74,317
7	Ankeny - FFA Building	2,800,000		2,800,000
8	Ankeny - FFA Building Furniture and Equipment		490,483	490,483
9	Ankeny - General Motors Training - Building 13	286,363		286,363
10	Ankeny - Gymnasium Air-Conditioning	80,000	29,657	109,657
11	Ankeny - Health Sciences Bldg, Equip. & Parking	3,002,639	9,030,298	12,032,937
12	Ankeny - Purchase of Casey's Building (#21)		91,909	91,909
13	Ankeny - Remodel & Equip (After Health Science)	1,096,123	2,290,000	3,386,123
14	Ankeny - Remodel Marketing Building (#21)	178,326		178,326
15	Ankeny - Snack Bar/Cafeteria Remodel	349,268	0	349,268
16	Boone - Addition & Equipment		6,153,295	6,153,295
17	Boone - Baseball Field		5,000	5,000
18	Boone - Baseball Field	379,762		379,762
19	Boone - Country Club Land		208,000	208,000
20	Boone - New Bleachers in Gymnasium	108,990		108,990
21	Boone - Remodel cafeteria	104,428		104,428
	Carroll - Addition	26,048	89,023	115,071
23	District - DMACC Portion of IACCT Building		435,185	435,185
24	District - Emergency Notification System	100,000	147,352	247,352
25	District - Matching Funds for energy grants	1,686,000		1,686,000
26	District - Other	337,244	0	337,244
27	District - Student ID Card System		120,513	120,513
28	Newton - Career Academy & Equipment	3,886,716	230,000	4,116,716
29	Newton - Chemistry & Nursing Lab Renovation	366,493		366,493
30				
31	Perry - Career Academy		600,000	600,000
32	Perry - Career Academy - Equipment	668,919	531,081	1,200,000
33	Porter Facility - Transfer to Fund 1 in FY2008	219,215		219,215
34	Porter Facility - Updates	36,785		36,785
35	Story County - Career Academy & Equipment	5,568,199	1,862,051	7,430,250
36	Urban - Bookstore Addition	210,489	0	210,489
37	Urban - Mail Center Remodeling & Equipment	41,619	1,136,620	1,178,239
38	Urban - Parking Expansion		448,665	448,665
39	Urban - Roberts Dairy Property & Demolition	1,102,005	0	1,102,005
40	<b>Total Completed Projects to Page 1, Line 25</b>	<b>24,962,415</b>	<b>25,000,022</b>	<b>49,962,437</b>

## Future Project:

41	West Campus - Addition	520,000	2,780,000	3,300,000
42	<b>Total of Future Project to Page 1, Line 34</b>	<b>520,000</b>	<b>2,780,000</b>	<b>3,300,000</b>

# **Des Moines Area Community College**



***FINANCIAL STATEMENTS  
FOR MARCH 31, 2012  
AND THE NINE 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.

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**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
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- 3 Cash In Banks and Investments
- 4 Detail of Liabilities

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- 6 Fund 1 Revenue Comparison
- 7 Fund 1 Expense Comparison
- 8 Graph Showing Actual Revenue and Expenses Compared to Prior  
Year for Funds 1, 2 and 7

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.

  
\_\_\_\_\_  
**Joe A Robbins, Controller**

**Des Moines Area Community College  
Balance Sheet  
March 31, 2012**

	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	\$ 16,815,926	\$ 66,779,592	\$ 7,040,897	\$ 1,612,307	\$ (214,972)	\$ (754)	\$ 104,964	\$ 92,137,960
Accounts Receivable	14,967,753	68,479,893	38,240	120	285,260	-	1,647,614	85,418,880
Student Loans	-	-	-	-	-	155,571	-	155,571
Deposits & Prepaid Expenses	932,002	265,000	72,500	-	-	-	-	1,269,502
Inventories	36,592	-	152,227	-	-	-	-	188,819
Due to/from Other Funds	-	5,259,000	-	-	-	-	-	5,259,000
Total Current Assets	<u>32,752,273</u>	<u>140,783,485</u>	<u>7,303,864</u>	<u>1,612,427</u>	<u>70,288</u>	<u>154,817</u>	<u>1,752,578</u>	<u>184,429,732</u>
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	124,934,393	124,934,393
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	14,510,099	14,510,099
Less accumulated depreciation	-	-	-	-	-	-	(55,502,700)	(55,502,700)
Total Fixed Assets	-	-	-	-	-	-	<u>83,941,792</u>	<u>83,941,792</u>
<b>TOTAL ASSETS</b>	<u>\$ 32,752,273</u>	<u>\$ 140,783,485</u>	<u>\$ 7,303,864</u>	<u>\$ 1,612,427</u>	<u>\$ 70,288</u>	<u>\$ 154,817</u>	<u>\$ 85,694,370</u>	<u>\$ 268,371,524</u>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 20,290,646	\$ 49,983,040	\$ 182,603	\$ 31,938	\$ -	\$ -	\$ 5,517,537	\$ 76,005,764
Long Term Liabilities	-	81,507,130	3,642,342	-	-	-	4,057,956	89,207,428
Deposits Held in Custody for Others	12,516	-	-	1,580,489	-	-	-	1,593,005
Total Liabilities	<u>20,303,162</u>	<u>131,490,170</u>	<u>3,824,945</u>	<u>1,612,427</u>	<u>-</u>	<u>-</u>	<u>9,575,493</u>	<u>166,806,197</u>
<b>Fund Balance:</b>								
Unrestricted	12,449,111	-	3,478,919	-	-	-	-	15,928,030
Restricted-Specific Purposes	-	9,293,315	-	-	70,288	154,817	5,176,085	14,694,505
Net Investment in Plant	-	-	-	-	-	-	70,942,792	70,942,792
Total Fund Balance	<u>12,449,111</u>	<u>9,293,315</u>	<u>3,478,919</u>	<u>-</u>	<u>70,288</u>	<u>154,817</u>	<u>76,118,877</u>	<u>101,565,327</u>
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<u>\$ 32,752,273</u>	<u>\$ 140,783,485</u>	<u>\$ 7,303,864</u>	<u>\$ 1,612,427</u>	<u>\$ 70,288</u>	<u>\$ 154,817</u>	<u>\$ 85,694,370</u>	<u>\$ 268,371,524</u>



**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Nine Months Ended March 31, 2012**

	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	\$ 45,461,547	\$ 6,400	\$ 239,144	\$ 446,796	\$ -	\$ -	\$ -	\$ 46,153,887
Local Support (Property Taxes)	5,116,679	3,691,357	-	-	-	-	5,116,683	13,924,719
State Support	19,216,940	2,912,251	-	61,758	-	-	-	22,190,949
Federal Support	1,395,410	3,277,928	38,180	75,252	29,984,535	-	-	34,771,305
Sales and Services	449,586	1,728	1,904,024	301,962	-	-	19,449	2,676,749
Training Revenue / Fund 1 ACE	1,741,297	15,764,065	-	-	-	-	-	17,505,362
Other Income	1,284,835	1,814,294	501,977	551,171	1,358	4,714	669,435	4,827,784
<b>Total Revenue</b>	<b>74,666,294</b>	<b>27,468,023</b>	<b>2,683,325</b>	<b>1,436,939</b>	<b>29,985,893</b>	<b>4,714</b>	<b>5,805,567</b>	<b>142,050,755</b>
Transfers In - General	698,157	841,854	59,000	166,041	234,127	5,000	1,201,091	3,205,270
<b>Total Revenue and Transfers In</b>	<b>\$ 75,364,451</b>	<b>\$ 28,309,877</b>	<b>\$ 2,742,325</b>	<b>\$ 1,602,980</b>	<b>\$ 30,220,020</b>	<b>\$ 9,714</b>	<b>\$ 7,006,658</b>	<b>\$ 145,256,025</b>
<b>Expenditures:</b>								
Instruction	\$ 42,502,923	\$ 16,281,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,784,504
Academic Support	8,140,347	81,701	-	-	-	-	-	8,222,048
Student Services	5,993,314	647,949	-	-	-	-	-	6,641,263
Institutional Support	10,493,963	6,419,105	-	-	-	-	-	16,913,068
Operation and Maintenance of Plant	5,741,089	3,788,114	-	-	-	-	-	9,529,203
Auxiliary Enterprise Expenditures	-	-	2,729,916	-	-	-	-	2,729,916
Scholarship Expense	-	-	-	-	30,199,412	-	-	30,199,412
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	7,723,946	7,723,946
Agency Fund Expense	-	-	-	1,256,969	-	-	-	1,256,969
<b>Total Expenditures</b>	<b>72,871,636</b>	<b>27,218,450</b>	<b>2,729,916</b>	<b>1,256,969</b>	<b>30,199,412</b>	<b>-</b>	<b>7,723,946</b>	<b>142,000,329</b>
Transfers Out - General	1,657,418	1,225,328	50,000	223,699	20,825	-	28,000	3,205,270
<b>Total Expenditures and Transfers Out</b>	<b>74,529,054</b>	<b>28,443,778</b>	<b>2,779,916</b>	<b>1,480,668</b>	<b>30,220,237</b>	<b>-</b>	<b>7,751,946</b>	<b>145,205,599</b>
<b>Net Increase (Decrease) for the Period</b>	<b>835,397</b>	<b>(133,901)</b>	<b>(37,591)</b>	<b>122,312</b>	<b>(217)</b>	<b>9,714</b>	<b>(745,288)</b>	<b>50,426</b>
<b>Fund Balance at Beginning of Year</b>	<b>11,613,714</b>	<b>9,427,216</b>	<b>3,516,510</b>	<b>975,801</b>	<b>70,505</b>	<b>145,103</b>	<b>76,864,165</b>	<b>102,613,014</b>
<b>Fund Balance at End of Period</b>	<b>\$ 12,449,111</b>	<b>\$ 9,293,315</b>	<b>\$ 3,478,919</b>	<b>\$ 1,098,113</b>	<b>\$ 70,288</b>	<b>\$ 154,817</b>	<b>\$ 76,118,877</b>	<b>\$ 102,663,440</b>

DES MOINES AREA COMMUNITY COLLEGE  
INVESTMENT RECAP  
March 31, 2012

DEPOSITORY ACCOUNTS

Bank	Amount	Rate	Maturity
<b>Bankers Trust</b>	<b>\$ 8,238,679</b>	<b>0.30%</b>	<b>Money Market</b>
Various Checking Accounts	\$ 221,200	0.40%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ 233,730	0.30%	Money Market
Sub Total	<u>\$ 8,693,609</u>		

DMACC INVESTMENTS

Bank	Purchase Date	Amount	Rate	Maturity
<b>Bank of The West</b>		<b>\$ 8,005,047</b>	<b>0.30%</b>	<b>Investment Account</b>
West Bank		\$ 18,533,225	0.35%	Investment Account
Wells Fargo		\$ 569,517	0.15%	Investment Account
Sub Total		<u>\$ 27,107,789</u>		

ISJIT INVESTMENTS	Bank	Purchase Date	Amount	Rate	Maturity	Calculated Term Months
Small Business Administration		March 16, 2010	\$ 75,004	4.91%	August 10, 2013	41.4
Federal National Mortgage Association Pooler		August 12, 2010	\$ 92,461	1.00%	August 9, 2016	73.0
Bankers Trust - Des Moines		December 10, 2010	\$ 2,610,000	1.10%	May 30, 2013	30.1
Federal Home Loan Bank		December 15, 2010	\$ 7,509,300	1.13%	May 18, 2012	17.3
Federal Farm Credit Bank		March 31, 2011	\$ 1,460,842	1.01%	May 3, 2013	25.5
Federal National Mortgage Association		March 31, 2011	\$ 2,003,580	0.61%	May 15, 2012	13.7
Federal Home Loan Bank		March 31, 2011	\$ 2,013,320	0.22%	May 15, 2012	13.7
Federal Home Loan Bank		March 31, 2011	\$ 2,992,980	0.22%	May 15, 2012	13.7
Bankers Trust - Cedar Rapids		June 7, 2011	\$ 2,000,000	0.70%	June 1, 2012	12.0
Bankers Trust - Des Moines		June 7, 2011	\$ 2,000,000	0.70%	June 1, 2012	12.0
Bankers Trust - Cedar Rapids		June 7, 2011	\$ 500,000	0.85%	December 1, 2012	18.1
Bankers Trust - Des Moines		June 7, 2011	\$ 500,000	0.85%	December 1, 2012	18.1
Bankers Trust - Des Moines		June 7, 2011	\$ 1,650,000	1.05%	May 31, 2013	24.1
Bankers Trust - Cedar Rapids		June 7, 2011	\$ 1,650,000	1.05%	June 1, 2013	24.2
Wells Fargo - Ankeny		August 3, 2011	\$ 1,165,000	0.65%	November 15, 2012	15.7
Wells Fargo - Ankeny		August 3, 2011	\$ 2,020,000	0.65%	May 15, 2013	21.7
Federal National Mortgage Association		August 4, 2011	\$ 1,015,940	0.33%	August 1, 2012	12.1
Citigroup		August 8, 2011	\$ 32,934	0.36%	April 30, 2012	8.9
Private Export Funding Corp		August 9, 2011	\$ 15,099	0.35%	May 15, 2012	9.3
Federal Farm Credit Bank		August 9, 2011	\$ 25,033	0.41%	April 12, 2012	8.2
Federal National Mortgage Association		August 9, 2011	\$ 202,240	0.20%	May 18, 2012	9.4
Federal Farm Credit Bank		August 10, 2011	\$ 90,113	0.20%	April 24, 2012	8.6
Federal Home Loan Bank		August 16, 2011	\$ 235,078	1.00%	May 16, 2014	33.5
Federal National Mortgage Association		August 17, 2011	\$ 19,938	4.76%	March 1, 2013	18.7
Federal Home Loan Mortgage Gold Pool		August 30, 2011	\$ 56,085	5.05%	July 1, 2014	34.5
Bankers Trust - Cedar Rapids		December 12, 2011	\$ 1,855,000	0.40%	May 28, 2012	5.6
Bankers Trust - Cedar Rapids		December 12, 2011	\$ 125,000	0.70%	November 26, 2012	11.7
Bankers Trust - Cedar Rapids		December 12, 2011	\$ 1,685,000	0.80%	May 27, 2013	17.7
Bankers Trust - Cedar Rapids		December 12, 2011	\$ 65,000	0.90%	November 16, 2013	23.5
Bankers Trust - Cedar Rapids		December 12, 2011	\$ 130,000	1.00%	May 26, 2014	29.9
Bankers Trust - Cedar Rapids		December 28, 2011	\$ 1,000,000	0.60%	December 27, 2012	12.2
Bankers Trust - Cedar Rapids		December 28, 2011	\$ 900,000	0.75%	June 27, 2013	18.2
Bankers Trust - Des Moines Money Market			\$ 9,076,519	0.35%	Money Market	
Wells Fargo - Ankeny Money Market			\$ 3,196,436	0.35%	Money Market	
ISJIT Diversified Fund			\$ 6,368,661	0.02%	Money Market	
ISJIT INVESTMENTS				0.02%	Last month	
Total ISJIT Investments			<u>\$ 56,336,562</u>	0.10%	Last year	
Grand Total of Investments			<u>\$ 92,137,960</u>			
Grand Total Weighted Average				0.44%		
				0.46%	Last month	
				0.66%	Last year	

**DES MOINES AREA COMMUNITY COLLEGE**  
**Detail of Liabilities**  
**March 31, 2012**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Payables:</b>								
Trade Accounts Payable	\$ (158,329)	\$ 44,828	\$ 26,993	\$ 22,938	\$ -	\$ -	\$ 162,660	\$ 99,090
Long Term Payables (Bonds)	-	81,695,000	3,690,000	-	-	-	4,050,000	89,435,000
Unamortized Discount on Bonds	-	(394,883)	(53,460)	-	-	-	-	(448,343)
Unamortized Premium on Bonds	-	207,013	5,802	-	-	-	7,956	220,771
Interest Payable	-	1,065,244	90,610	-	-	-	58,174	1,214,028
<b>Accrued Liabilities:</b>								
Wages and Salary	4,336,998	831,584	20,000	9,000	-	-	2,000	5,199,582
Accrued Vacation	1,450,000	180,000	45,000	-	-	-	5,000	1,680,000
Early Retirement - Insurance	-	2,835,706	-	-	-	-	-	2,835,706
Other Post-Employment Benefits	-	3,870,513	-	-	-	-	-	3,870,513
Employee deductions and benefits	118,887	-	-	-	-	-	-	118,887
<b>Due to Other Funds:</b>	-	-	-	-	-	-	5,259,000	5,259,000
<b>Due to DMACC Foundation:</b>	200	-	-	-	-	-	-	200
<b>Deferred Revenue:</b>								
Tuition and Fees	14,433,237	-	-	-	-	-	-	14,433,237
Property Tax	-	-	-	-	-	-	-	-
Other	-	3,477	-	-	-	-	30,703	34,180
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	12,356,687	-	-	-	-	-	12,356,687
260E Training Funds	-	26,851,263	-	-	-	-	-	26,851,263
260E Administrative Fees	-	1,943,738	-	-	-	-	-	1,943,738
<b>Other Liabilities:</b>								
Leaseholds payable	109,653	-	-	-	-	-	-	109,653
Funds Held in Trust / Deposits	12,516	-	-	482,376	-	-	-	494,892
Fund Balance	-	-	-	1,098,113	-	-	-	1,098,113
Deferred Compensation Account	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 20,303,162</b>	<b>\$ 131,490,170</b>	<b>\$ 3,824,945</b>	<b>\$ 1,612,427</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,575,493</b>	<b>\$ 166,806,197</b>

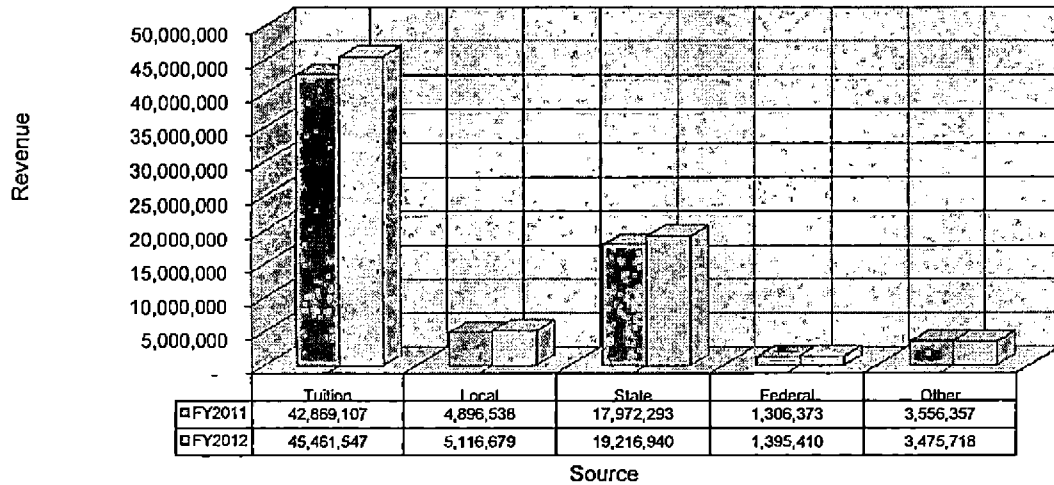
**Des Moines Area Community College**  
**Fiscal Year Ending June 30, 2012 Budget Report**  
**Summary by Fund (All Funds)**  
**For The Nine Months Ended March 31, 2012**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 98,605,810	\$ 103,258,960	\$ 75,364,451		\$ 27,894,509
Restricted Current	2	38,746,597	41,872,603	28,309,877		13,562,726
Auxiliary	3	3,528,542	3,652,531	2,742,325		910,206
Agency	4	1,388,397	1,190,486	1,602,980		(412,494)
Scholarship	5	30,717,108	30,906,264	30,220,020		686,244
Loan	6	5,000	5,000	9,714		(4,714)
Plant (Note 1)	7	9,330,622	11,796,822	7,006,658		4,790,164
<b>Total Revenue</b>		<b>\$ 182,322,076</b>	<b>\$ 192,682,666</b>	<b>\$ 145,256,025</b>		<b>\$ 47,426,641</b>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 100,719,434	\$ 102,044,933	\$ 74,529,054	\$ 17,739,171	\$ 9,776,708
Restricted Current	2	39,423,594	43,745,541	28,443,778	1,933,361	13,368,402
Auxiliary	3	3,473,279	4,099,536	2,779,916	483,971	835,649
Agency	4	1,347,477	1,159,736	1,480,668	133,421	(454,353)
Scholarship	5	30,717,108	30,906,264	30,220,237	-	686,027
Loan	6	5,000	5,000	-	-	5,000
Plant (Note 1)	7	10,729,330	12,513,781	7,751,946	1,947,299	2,814,536
<b>Total Expenditures</b>		<b>\$ 186,415,222</b>	<b>\$ 194,474,791</b>	<b>\$ 145,205,599</b>	<b>\$ 22,237,223</b>	<b>\$ 27,031,969</b>

Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

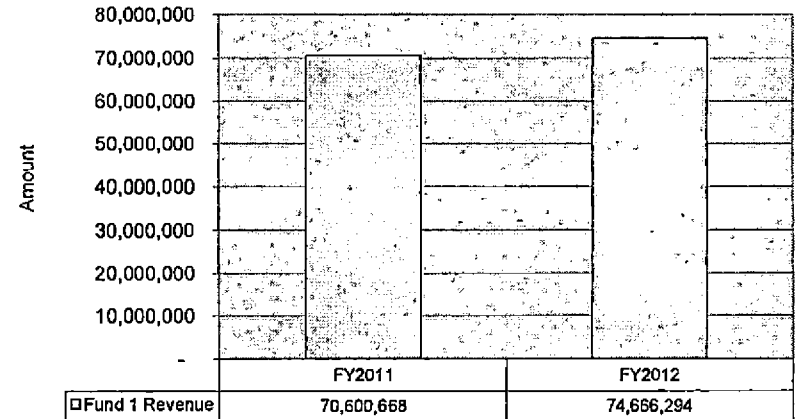
**Des Moines Area Community College  
Revenue Comparison With Prior Year  
For The Nine Months Ended March 31, 2012**

**Fund 1 Revenue Comparison by Source  
March 31, 2012**



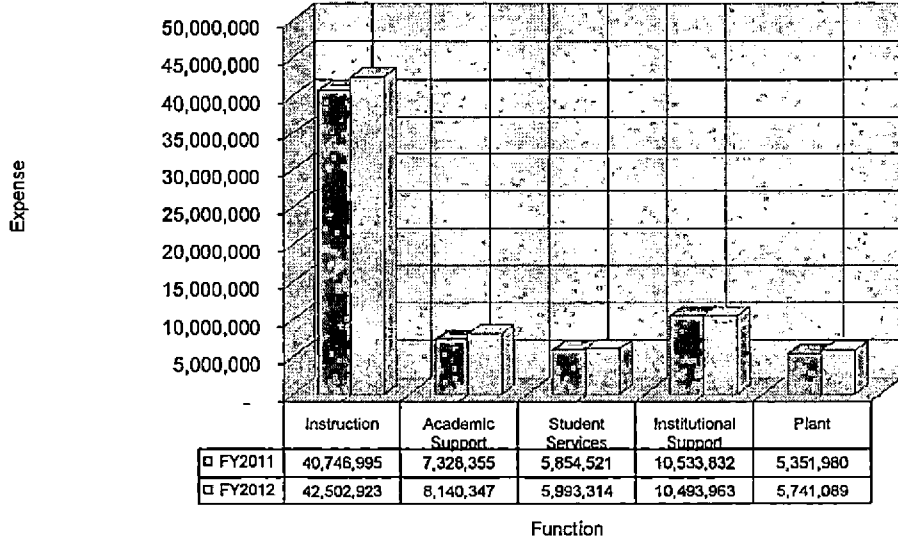
Tuition Increase	6.05%
Overall Increase	5.76%

**Fund 1 Revenue  
March 31, 2012**

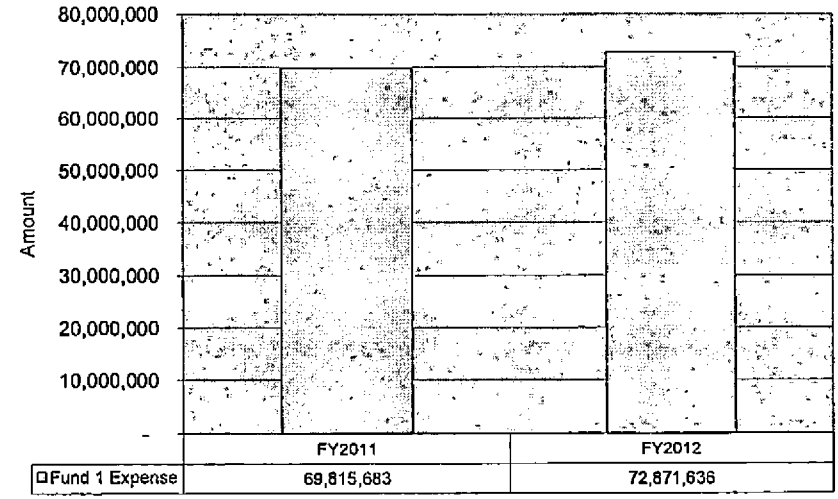


**Des Moines Area Community College  
Expense Comparison With Prior Year  
For The Nine Months Ended March 31, 2012**

**Fund 1 Expense Comparison by Function  
March 31, 2012**



**Fund 1 Expense  
March 31, 2012**



**Overall Increase 4.38%**

**DMACC REVENUE AND EXPENDITURES  
(Including Transfers)  
For The 9 Months Ended March 31, 2012**

