

Des Moines Area Community College

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Board of Directors Meeting Minutes

9-12-2011

Board of Directors Meeting Minutes (September 12, 2011)

DMACC

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Board of Directors
Des Moines Area Community College

Public Hearing
September 12, 2011; 4:00 PM

DMACC Career Academy
1420 South Bell Avenue, Ames

Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Acknowledgment of public hearing.
5. Public comments.
6. Board Report 11-098. DMACC Ankeny Campus Chiller Replacement.
7. Adjourn.



AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA
SS
COUNTY OF POLK

OFFICIAL PUBLICATION

R385 NOTICE TO BIDDERS
Sealed bids for the Des Moines Area Community College Ankeny Campus Chiller Replacement project will be received by Des Moines Area Community College in the Eldon Leonard Board Room, Borgen Administration Center, 2006 South Ankeny Boulevard, Ankeny, Iowa, until 2:00 p.m. local Iowa time on September 8, 2011, and will be publicly opened and read aloud.

Bidding documents, including the Information for Bidders, Instructions for Bidders, Bid Form, Form of Contract, Plans, and Specifications, may be examined at the following places:

1. K J W W Engineering Consultants, 2882 - 106th Street, Des Moines, Iowa 50322. 515/334-9906 515/334-9908 - FAX
2. Master Builders of Iowa, 221 Park Street, Des Moines, Iowa 50309. 515/288-8904 515/288-2617 - FAX
3. Beeline + Blue, 2507 Ingersoll Avenue, Des Moines, Iowa 50312. 515/244-1611
4. Reed Construction Data, 30 Technology Parkway South, Suite 500, Norcross, Georgia 30092 630/288-7980

DEPOSIT REQUIRED: Copies of the Bidding Documents may be obtained from Beeline + Blue, 2507 Ingersoll Avenue, Des Moines, Iowa 50312, (515) 244-1611, by depositing \$50 for each set of documents. The amount of the deposit for each set of documents will be refunded to each actual Bidder who returns the Bidding Documents in good condition within ten (10) days after the opening of bids. The following guarantee cards are accepted in lieu of a plan deposit check: CIB/MBI/NECA Cards. The CIB/MBI/NECA "Request for Plans" Card guarantees deposit payment to KJWW if the Bidding Documents are not returned in good condition within ten (10) days after the bid opening.

The undersigned, being first duly sworn on oath, states that she/he is the

Accounting Specialist Karen Zpeda

of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register (daily) on the following dates

8/15, 8/22/11

Subscribed and sworn to before me by said affiant this 23 day of August 2011

Susan Hazelton
Notary Public in and for Polk County, Iowa

SUSAN HAZELTON
Notarial Seal - Iowa
Commission # 223923

My Commission Expires 06/14



DES MOINES REGISTER MEDIA

AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT Exhibit "A"

STATE OF IOWA SS COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that she/he is the

Maaron Walsh Legals Clerk

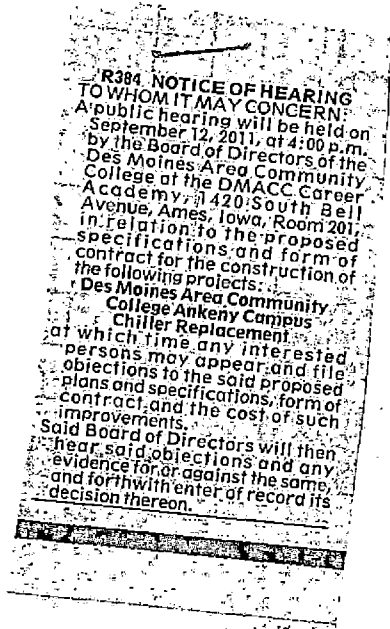
of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register on the following dates

August 15, 2011

Subscribed and sworn to before me by said affiant this 15 day of August 2011

Susan Hazelton Notary Public in and for Polk County, Iowa



SUSAN HAZELTON Notarial Seal - Iowa Commission # 223923 My Commission Expires 2/28/12



Board of Directors
Des Moines Area Community College

PUBLIC HEARING
September 12, 2011

A special meeting of the Des Moines Area Community College Board of Directors was held at the Ames Career Academy on September 12, 2011. Board Chair Joe Pugel called the meeting to order at 4:02 p.m.

ROLL CALL

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

Members connected via WebEx: Ben Norman.

Members absent: Jeff Hall.

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

CONSIDERATION OF
TENTATIVE AGENDA

Rouse moved; seconded by Langston to approve the tentative agenda as presented.

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

ACKNOWLEDGMENT OF
PUBLIC HEARING

Board Secretary Carolyn Farlow reported that the notice of time and place for the public hearing for the DMACC Ankeny Campus Chiller Replacement project was published in THE DES MOINES REGISTER on Monday, August 15. The Notice to Bidders was published in THE DES MOINES REGISTER on Monday, August 15 and again on Monday, August 22. No written objections have been received.

PUBLIC COMMENTS

None.

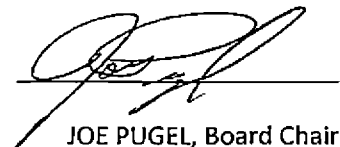
DMACC ANKENY CAMPUS
CHILLER REPLACEMENT

Board Report 11-098. Attachment #1. Knott moved; seconded by Halterman recommending that the Board adopt the resolution approving plans and specifications, form of contract and estimated costs for the DMACC Ankeny Campus Chiller Replacement project and recommending that the Board award the contract to Proctor Mechanical Corporation.

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

ADJOURN

Rouse moved to adjourn at 4:08 p.m.; seconded by Langston. Motion passed unanimously. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC ANKENY CAMPUS CHILLER REPLACEMENT

WHEREAS, on the 8th day of August, 2011 plans, specifications, form of contract and estimated costs were filed with the Secretary of the Board of Directors of the Des Moines Area Community College for the project; and

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

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Des Moines Area Community College that said plans, specification, form of contract, and estimated costs are hereby approved and adopted as the plans, specifications, form of contract, and estimated costs for the DMACC Ankeny Campus Chiller Replacement .

PASSED AND APPROVED this 12th day of September, 2011.



President, Board of Directors

ATTEST:



Secretary of the Board of Directors

Attachment "A"

Board of Directors
Des Moines Area Community College

Regular Board Meeting
September 12, 2011 – Immediately following Public Hearing

DMACC Career Academy
1420 South Bell Avenue, Ames

Revised Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Randy Gabriel; Director of Program Development
Brenda Snoke Northup; Bookstore District Director
6. Consent Items.
 - a. Consideration of minutes from August 8, 2011 Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 11-099. Approve President's Recommendation for DMACC Staff on Foundation.
8. Board Report 11-100. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **American Home Shield Corporation Project #4.**
9. Board Report 11-101. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **APC Company, Inc. Project #3.**
10. Board Report 11-102. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Capital City Fruit Co.**

11. **Board Report 11-103.** A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **The Graphic Edge, Inc.**
12. **Board Report 11-104.** A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Landmark Machine Company, Inc.**
13. **Board Report 11-105.** A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **SPAL-USA, Inc. Project #2.**
14. Presentation of financial report.
15. President's Report.
16. Committee Reports.
17. Board Members' Reports.
18. Information Items:
 - September 13 – School Board Election.
 - October 10 – Organizational Board Meeting, Boone; 4:00 p.m.
 - October 21 – Fall President's Day
 - December 6 – Ankeny Campus Fall Graduation; 6:00 p.m.
 - December 8 – Newton Campus Fall Graduation; 5:00 p.m.
 - December 13 – West Campus Fall Graduation; Time to be determined
 - December 15 – Boone Campus Fall Graduation; 5:30 p.m.
19. Closed Session – Real Estate.
20. **Board Report 11-106.** *Acquisition of Property from SDG Macerich Properties, L.P. at Southridge Mall at 1111 E. Army Post Road, Des Moines, Iowa*
21. Adjourn.

Board of Directors
Des Moines Area Community College

- REGULAR BOARD MEETING The regular meeting of the Des Moines Area Community College Board of Directors was held at the Ames Career Academy on September 12, 2011. Board Chair Joe Pugel called the meeting to order at 4:09 p.m.
- ROLL CALL Members present: Fred Buie, Kevin Halterman, Jim Knott, Cheryl Langston, Joe Pugel, Wayne Rouse, Madelyn Tursi.
- Members connected via WebEx: Ben Norman.
- Members absent: Jeff Hall.
- Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer; faculty and staff.
- CONSIDERATION OF REVISED AGENDA Rouse moved; seconded by Tursi to approve the revised agenda as presented.
- Motion passed unanimously. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.
- PUBLIC COMMENTS None.
- PRESENTATIONS Mike Hoffmann, Director of Program Development, welcomed everyone to the Ames Career Academy and presented enrollment data for the past year.
- Brenda Snoke Northup, Bookstore District Director, reviewed the bookstore's annual report for Follett's fourth year at DMACC.
- CONSENT ITEMS Halterman moved; seconded by Tursi to approve the consent items: a) Minutes from the August 8, 2011 Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1); and c) Payables (Attachment #2).
- Motion passed unanimously. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.
- APPROVAL OF PRESIDENT'S RECOMMENDATION FOR DMACC FOUNDATION Board Report 11-099. Tursi moved; seconded by Langston recommending that the Board ratify the reappointment of Ewa Pratt to the DMACC Foundation.
- Motion passed unanimously. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.
- APPROVE TRAINING OR RETRAINING AGREEMENTS Buie moved; seconded by Tursi to approve Items #8-13 as one consent item. Motion passed on a roll call vote. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.

American Home Shield Corporation Project #4

Board Report 11-100. 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 **American Home Shield Corporation Project #4**.

APC Company, Inc. Project #3

Board Report 11-101. 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 **APC Company, Inc. Project #3**.

Capital City Fruit Co.

Board Report 11-102. Attachment #5. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Capital City Fruit Co.**

The Graphic Edge, Inc.

Board Report 11-103. Attachment #6. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **The Graphic Edge, Inc.**

Landmark Machine Company, Inc.

Board Report 11-104. Attachment #7. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Landmark Machine Company, Inc.**

SPAL-USA, Inc. Project #2

Board Report 11-105. Attachment #8. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **SPAL-USA, Inc. Project #2**.

FINANCIAL REPORT

Doug Williams, Vice President for Business Services, presented the August 2011 two month financial report as shown in Attachment #9 to these minutes.

COMMITTEE REPORTS

None.

CLOSED SESSION – REAL ESTATE

Tursi moved; seconded by Rouse to hold a closed session as provided in Section 21.5(j) of the Open Meetings Law, to discuss real estate where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.

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

RETURN TO OPEN SESSION

The Board returned to open session at 5:17 p.m. An audio recording of the closed session has been placed in the lock box at Community State Bank.

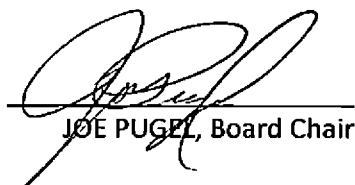
ACQUISITION OF PROPERTY AT SOUTHRIDGE MALL

Board Report 11-106. Halterman moved; seconded by Tursi recommending that the Board authorize the President to enter into discussion with SDG Macerich Properties, L.P., for the acquisition of the property at 1111 E. Army Post Road, Des Moines, Iowa. Such an agreement would be presented to the Board for final approval at a later date.

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

ADJOURN

Langston moved to adjourn; seconded by Tursi. Motion passed unanimously and at 5:18 pm, Board Chair Pugel adjourned the meeting. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

#1



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

Date: September 12, 2011
Page: 1

AGENDA ITEM Human Resources Report

BACKGROUND

There are no personnel actions to report at this time.

ADDENDUM Human Resources Report

BACKGROUND

I. Reinstatements

A. Anderson, Barbara

Instructor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2011

B. Carroll, John

Professor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2011

C. McAlister, Jon

Instructor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2011

D. Minde, Janet

Professor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2011

E. Perry, Marilyn

Associate Professor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2011

F. Rinderknecht, Gail

Instructor, Correctional Education Program
Ankeny Campus, Program Development
To reinstate Specially Funded Continuing Contract with Faculty
Effective: July 1, 2011

RECOMMENDATION

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

Report: FW 40
 Date: 08/25/2011
 Time: 09:35 AM

Des Moines Area Community College
 List of checks over \$2,500.00 from 21-JUL-2011 to 24-AUG-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	531718	\$17,002.69	\$10,779.06	6190	Utilities	Utilities
			\$1,468.58	6190	Utilities	Utilities
			\$4,249.05	6190	Boone Campus Housing	Utilities
			\$441.34	6190	Utilities	Utilities
			\$28.65	6190	Utilities	Utilities
			\$36.01	6190	Utilities	Utilities
American Packaging Corpor	531721	\$50,817.63	\$4,000.00	6269	American Packaging #	Other Company Servic
			\$4,983.00	6269	American Packaging #	Other Company Servic
			\$41,834.63	6269	American Packaging #	Other Company Servic
Apple Computer Inc	531723	\$4,835.95	\$59.95	6322	Office of VP, Info S	Materials & Supplies
			\$3,447.00	6323	Technical Update Equ	Minor Equipment
			\$1,329.00	6323	Technical Update Equ	Minor Equipment
Arnold Motor Supply	531725	\$3,781.30	\$20.99	6322	Heavy Diesel Equipme	Materials & Supplies
			\$19.25	6322	Heavy Diesel Equipme	Materials & Supplies
			\$23.03	6322	Heavy Diesel Equipme	Materials & Supplies
			\$110.35	6511	Auto Mechanics	Purchases for Resale
			\$50.35	6511	Auto Mechanics	Purchases for Resale
			\$28.42	6511	Auto Mechanics	Purchases for Resale
			\$168.84	6511	Auto Mechanics	Purchases for Resale
			\$220.00	6511	Auto Mechanics	Purchases for Resale
			\$5.14	6511	Auto Mechanics	Purchases for Resale
			\$3.27	6511	Auto Mechanics	Purchases for Resale
			\$1.60	6511	Auto Mechanics	Purchases for Resale
			-\$39.99	6511	Auto Mechanics	Purchases for Resale
			-\$10.45	6511	Auto Mechanics	Purchases for Resale
			-\$160.29	6511	Auto Mechanics	Purchases for Resale
			-\$58.42	6511	Auto Mechanics	Purchases for Resale
			-\$23.96	6511	Auto Mechanics	Purchases for Resale
\$0.76	6511	Auto Mechanics	Purchases for Resale			
\$205.58	6511	Auto Mechanics	Purchases for Resale			
\$48.75	6511	Auto Mechanics	Purchases for Resale			
\$148.87	6511	Auto Mechanics	Purchases for Resale			

24

Report: FWRR040
Date: 08/25/2011
Time: 09:35 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 21-JUL-2011 to 24-AUG-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	531725	\$3,781.30	\$2.59	6511	Auto Mechanics	Purchases for Resale
			\$57.66	6511	Auto Mechanics	Purchases for Resale
			\$14.08	6511	Auto Mechanics	Purchases for Resale
			\$11.05	6511	Auto Mechanics	Purchases for Resale
			\$14.08	6511	Auto Mechanics	Purchases for Resale
			\$119.50	6511	Auto Mechanics	Purchases for Resale
			\$68.50	6511	Auto Mechanics	Purchases for Resale
			\$108.09	6511	Auto Mechanics	Purchases for Resale
			\$23.96	6511	Auto Mechanics	Purchases for Resale
			\$8.76	6511	Auto Mechanics	Purchases for Resale
			\$86.84	6511	Auto Mechanics	Purchases for Resale
			\$2.95	6511	Auto Mechanics	Purchases for Resale
			\$462.04	6511	Auto Mechanics	Purchases for Resale
			\$7.99	6511	Auto Mechanics	Purchases for Resale
			\$76.10	6511	Auto Mechanics	Purchases for Resale
			\$21.07	6511	Auto Mechanics	Purchases for Resale
			\$8.49	6511	Auto Mechanics	Purchases for Resale
			\$323.12	6511	Auto Mechanics	Purchases for Resale
			\$108.09	6511	Auto Mechanics	Purchases for Resale
			\$113.86	6511	Auto Mechanics	Purchases for Resale
			\$1.21	6511	Auto Mechanics	Purchases for Resale
			\$16.30	6511	Auto Mechanics	Purchases for Resale
			\$34.00	6511	Auto Mechanics	Purchases for Resale
			\$40.49	6511	Auto Mechanics	Purchases for Resale
			\$26.70	6511	Auto Mechanics	Purchases for Resale
			\$180.63	6511	Auto Mechanics	Purchases for Resale
			\$33.40	6511	Auto Mechanics	Purchases for Resale
			\$40.99	6511	Auto Mechanics	Purchases for Resale
			\$12.49	6511	Auto Mechanics	Purchases for Resale
			\$32.21	6511	Auto Mechanics	Purchases for Resale
			\$39.00	6511	Auto Mechanics	Purchases for Resale
			\$9.58	6511	Auto Mechanics	Purchases for Resale
			\$33.68	6511	Auto Mechanics	Purchases for Resale
			\$38.54	6511	Auto Mechanics	Purchases for Resale
			\$137.11	6511	Auto Mechanics	Purchases for Resale

Report: FW 40
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Des Moines Area Community College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	531725	\$3,781.30	\$38.49	6511	Auto Mechanics	Purchases for Resale
			\$28.53	6511	Auto Mechanics	Purchases for Resale
			\$52.98	6511	Auto Mechanics	Purchases for Resale
			\$15.90	6511	Auto Mechanics	Purchases for Resale
			\$6.39	6511	Auto Mechanics	Purchases for Resale
			\$10.45	6511	Auto Mechanics	Purchases for Resale
			\$155.57	6511	Auto Mechanics	Purchases for Resale
			\$14.90	6511	Auto Mechanics	Purchases for Resale
			\$306.91	6511	Auto Mechanics	Purchases for Resale
			\$11.59	6322	Heavy Diesel Equipme	Materials & Supplies
			\$12.26	6322	Heavy Diesel Equipme	Materials & Supplies
			\$50.09	6322	Heavy Diesel Equipme	Materials & Supplies
			AvePoint Inc	531731	\$5,438.40	\$5,438.40
Bolton and Hay Inc	531740	\$5,096.00	\$5,096.00	6322	Program Development	Materials & Supplies
Bradley Tools and Fastene	531742	\$3,539.58	\$3,539.58	6322	Perry Career Academy	Materials & Supplies
Brockway Mechanical & Roo	531743	\$7,670.50	\$7,670.50	6090	Equip Replacement He	Maintenance/Repair o
Chestnut Sign Company Inc	531747	\$5,078.17	\$1,525.00	6269	Office of Exec Dean,	Other Company Servic
			\$3,553.17	7800	Equip Replacement We	Other Structures and
City of Boone	531751	\$4,019.21	\$1,378.36	6190	Boone Campus Housing	Utilities
			\$1,933.97	6190	Utilities	Utilities
			\$148.70	6190	Utilities	Utilities
			\$376.83	6190	Utilities	Utilities
			\$181.35	6190	Utilities	Utilities
Daktronics Inc	531759	\$3,825.00	\$3,825.00	6269	IA Comm College Athl	Other Company Servic
Days Inn	531763	\$7,841.60	\$1,829.00	6321	Continuing Ed, 2 Day	Food
			\$1,947.00	6321	Continuing Ed, 2 Day	Food
			\$1,971.20	6269	Continuing Ed, 2 Day	Other Company Servic

Report: FWRR040
 Date: 08/25/2011
 Time: 09:35 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 21-JUL-2011 to 24-AUG-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Days Inn	531763	\$7,841.60	\$2,094.40	6269	Continuing Ed, 2 Day	Other Company Servic
Delegard Tool Co	531764	\$3,361.62	\$3,092.46 \$269.16	6322 6322	Perry Career Academy Perry Career Academy	Materials & Supplies Materials & Supplies
Department of Administrat	531766	\$8,848.39	\$8,848.39	6210	Practical Nursing	Rental of Buildings
Dice.com	531769	\$29,842.34	\$29,842.34	6269	Dice Career Solution	Other Company Servic
DMACC Foundation	531773	\$27,812.01	\$27,812.01	2014	Miscellaneous Colleg	Due to Others
Frost, Douglas	531783	\$5,281.94	\$281.94 \$5,000.00	6930 6019	Wine Competitions Wine Competitions	Other Current Expens Prof Svcs-Individual
General Growth Properties	531786	\$4,408.00	\$4,408.00	6322	Office of Dir, Marke	Materials & Supplies
Goodson Shop Supplies	531792	\$2,806.91	\$1,897.18 \$909.73	6322 6323	Perry Career Academy Perry Career Academy	Materials & Supplies Minor Equipment
Grandview University	531794	\$4,489.40	\$4,489.40	6321	Upward Bound FY2011	Food
Hewlett Packard	531805	\$394,918.29	\$52,149.78 \$101,432.07 \$82,673.07 \$49,001.00 \$8,960.14 \$1,532.25 \$27,563.43 \$71,217.75 \$388.80	6322 6322 6322 6322 6322 6323 6323 6323 6324	Technical Update Equ Technical Update Equ Technical Update Equ Technical Update Equ Equip Replacement He Perry Career Academy Technical Update Equ Technical Update Equ Technical Update Equ	Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Minor Equipment Minor Equipment Minor Equipment Computer Software
Higher Learning Commissio	531806	\$12,145.50	\$12,145.50	6269	Office of Sr VP, Aca	Other Company Servic
Internet Solver Inc	531813	\$5,000.00	\$4,000.00 \$1,000.00	6150 6150	Campus Communication Campus Communication	Communications Communications

Report: FWR040
 Date: 08/25/2011
 Time: 09:35 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 21-JUL-2011 to 24-AUG-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa College Student Aid	531814	\$15,405.00	\$12,243.00	1498	Fund 1 General Ledge	New Foster Grant Pro
			\$1,862.00	1484	Fund 1 General Ledge	Due From Iowa Voc Te
			\$1,300.00	1441	Fund 1 General Ledge	Due From Iowa Nation
Iowa Communications Netwo	531815	\$4,258.58	\$4,258.58	6269	Distance Learning	Other Company Servic
Iowa Schools Joint Invest	531818	\$9,266.39	\$9,266.39	6269	Office of Controller	Other Company Servic
Iowa Workforce Developmen	531819	\$15,533.74	\$15,533.74	5970	Unemployment	Unemployment Comp
IP Pathways	531820	\$410,495.45	\$173,127.40	6323	Technical Update Equ	Minor Equipment
			\$237,368.05	6323	Technical Update Equ	Minor Equipment
MEEA	531843	\$4,800.00	\$4,800.00	2019	HVAC Installation Tr	Accounts Payable Acc
MidAmerican Energy Co	531846	\$72,959.27	\$4,402.22	6190	Physical Plant Opera	Utilities
			\$67,493.91	6190	Utilities	Utilities
			\$1,063.14	6190	Physical Plant Opera	Utilities
Onicon Inc	531858	\$5,304.22	\$5,304.22	2019	Energy Efficiency Gr	Accounts Payable Acc
Paper Corporation	531861	\$21,621.60	\$21,621.60	6322	Duplicating Services	Materials & Supplies
Poindexter Flooring Inc	531868	\$114,982.02	\$69,865.02	7600	Buildings Equipment	Buildings and Fixed
			\$45,117.00	6090	Buildings Equipment	Maintenance/Repair o
Principal Financial Group	531871	\$468,049.62	\$31,539.60	6269	Principal Financial	Other Company Servic
			\$206,184.43	6269	Principal Financial	Other Company Servic
			\$230,325.59	6269	Principal Financial	Other Company Servic
Purcell Printing and Grap	531873	\$4,802.52	\$337.84	6120	ASEP Auto	Printing/Reproductio
			\$323.93	6120	Office of Dir, Marke	Printing/Reproductio
			\$680.40	6120	Presidents Retreat	Printing/Reproductio
			\$204.75	6120	Office of Exec Dean,	Printing/Reproductio
			\$1,357.44	6120	Office of Exec Dean,	Printing/Reproductio

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	531873	\$4,802.52	\$300.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$79.00	6120	Office of Dir, Stude	Printing/Reproductio
			\$1,519.16	6120	Office of Dir, Marke	Printing/Reproductio
Purfoods LLC	531874	\$4,138.08	\$4,138.08	6269	Purfoods, LLC-Job Sp	Other Company Servic
Quick Fuel	531875	\$5,017.10	\$2,440.89	6420	Transportation Insti	Vehicle Materials an
			\$2,576.21	6420	Transportation Insti	Vehicle Materials an
Scantron Corporation	531889	\$4,819.03	\$2,485.62	6322	Student Services	Materials & Supplies
			\$2,333.41	6511	Office of Dir, Purch	Purchases for Resale
Sherwin Williams	531894	\$20,232.94	\$20,232.94	6090	Boone Campus Housing	Maintenance/Repair o
Snap On Industrial	531896	\$3,670.29	\$9.92	1550	Office of Controller	Prepaid Expenses
			\$1,561.37	6322	Perry Career Academy	Materials & Supplies
			\$2,099.00	1550	Office of Controller	Prepaid Expenses
State of Iowa Department	531898	\$6,620.00	\$6,620.00	6269	Continuing Ed, 2 Day	Other Company Servic
Story Construction	531901	\$31,525.75	\$31,525.75	7600	Buildings Equipment	Buildings and Fixed
Sunderland Brothers Compa	531903	\$2,588.10	\$2,588.10	6322	Architectural Millwo	Materials & Supplies
University of Texas at Au	531911	\$9,412.50	\$9,412.50	6040	Office of Sr VP, Aca	Memberships
US Cellular	531912	\$4,238.08	\$107.32	6150	Transportation	Communications
			\$104.83	6150	Safety Committee	Communications
			\$131.83	6150	Mechanical Maintenanc	Communications
			\$581.64	6150	Grounds	Communications
			\$146.35	6150	Youth at Risk - Anke	Communications
			\$696.12	6150	WLAN Support	Communications
			\$40.10	6150	Wellness	Communications
			\$45.93	6150	Office of Sr VP, Bus	Communications
			\$100.00	6150	Transportation Insti	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	531912	\$4,238.08	\$8.90	6150	Office of Dir, Stude	Communications
			\$89.53	6150	Respiratory Therapy	Communications
			\$399.69	6150	Program Development	Communications
			\$116.77	6150	Physical Plant Opera	Communications
			\$8.46	6150	Plant Operations, St	Communications
			\$16.99	6150	Physical Plant Opera	Communications
			\$25.57	6150	Physical Plant Opera	Communications
			\$86.03	6150	Office of the Dir, P	Communications
			\$45.77	6150	Mechanical Mainten	Communications
			\$9.27	6150	Health Services	Communications
			\$94.35	6150	Evening & Weekend	Communications
			\$256.34	6150	Enrollment Managem	Communications
			\$49.56	6150	Economic Development	Communications
			\$119.63	6150	Dental Assistant	Communications
			\$86.18	6150	Office of Exec Dean,	Communications
			\$23.84	6150	Office of Dean, Scie	Communications
			\$63.37	6150	Office of Exec Dean,	Communications
			\$9.03	6150	Data Processing	Communications
			\$40.48	6150	Custodial	Communications
			\$9.34	6150	Campus Communication	Communications
			\$9.21	6150	Boone Campus Housing	Communications
			\$33.04	6150	Associates Degree Nu	Communications
			\$83.30	6150	Land Survey ACE Prog	Communications
			\$11.39	6150	IPT Regional Telecom	Communications
\$135.52	6150	Gateway to College	Communications			
\$126.49	6150	Security Services An	Communications			
\$92.21	6150	Security Services An	Communications			
\$174.51	6150	Office of VP, Commnt	Communications			
\$26.73	6150	Info Tech/Network Ad	Communications			
\$32.46	6150	Building Trades Hous	Communications			
VanWall Group	531915	\$32,300.26	\$32,300.26	7100	Equip Replacement Ph	Furniture, Machinery
Vital Support Systems	531919	\$9,164.00	\$9,164.00	6150	Campus Communication	Communications
Wolin Electric	531926	\$14,073.89	\$12,680.00	6090	Energy Efficiency Gr	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wolin Electric	531926	\$14,073.89	\$1,393.89	6090	Energy Efficiency No	Maintenance/Repair o
Xerox Corp	531929	\$3,154.15	\$535.47	6060	Duplicating Services	Maintenance/Repair o
			\$374.82	7620	Duplicating Services	Lease/Purchase Bldg
			\$599.00	6060	Duplicating Services	Maintenance/Repair o
			\$365.08	7620	Duplicating Services	Lease/Purchase Bldg
			\$1,279.78	6060	Duplicating Services	Maintenance/Repair o
Iowa Workforce Developmen	531949	\$13,495.35	\$13,495.35	6210	IES-Des Moines	Rental of Buildings
Southwestern Community Co	531966	\$6,287.80	\$6,287.80	2019	Regional CRC Grant	Accounts Payable Acc
SS Gibbons Services LLC	531967	\$6,250.00	\$6,250.00	6019	Central IA Wrkfrce I	Prof Svcs-Individual
Thinking Media	531968	\$22,000.00	\$22,000.00	2019	Regional CRC Grant	Accounts Payable Acc
Vatterott College	531971	\$3,250.00	\$3,250.00	2019	WIA-Adult	Accounts Payable Acc
ABC Electrical Contractor	532013	\$12,109.10	\$12,109.10	6090	Technical Update Equ	Maintenance/Repair o
Adventureland Park	532015	\$4,524.00	\$4,524.00	6511	Ticket Sales	Purchases for Resale
Alliant Energy	532017	\$14,346.98	\$12,912.14	6190	Utilities	Utilities
			\$1,434.84	6190	Utilities	Utilities
Ankeny Golf and Country C	532021	\$2,673.12	\$2,673.12	6321	On-site Wastewater T	Food
Channel Bio LLC	532042	\$3,018.00	\$3,018.00	6322	Dallas County Farm O	Materials & Supplies
DART	532047	\$2,707.12	\$2,707.12	6269	Office of Exec Dean,	Other Company Servic
Davis Brown Koehn Shors a	532048	\$8,598.77	\$18.50	6013	Office of Sr VP, Bus	Legal Fees
			\$1,029.00	6013	Whirlpool Buildings	Legal Fees
			\$915.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,372.50	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	532048	\$8,598.77	\$805.50	6013	Office of Sr VP, Bus	Legal Fees
			\$1,368.27	6013	Office of Sr VP, Bus	Legal Fees
			\$3,090.00	6013	Economic Development	Legal Fees
Ebsco Subscription Servic	532060	\$8,729.08	\$8,729.08	6340	Library	Periodicals
Education to Go	532061	\$4,462.50	-\$60.00	6269	Continuing Ed, On Li	Other Company Servic
			\$157.50	6269	Continuing Ed, On Li	Other Company Servic
			\$4,425.00	6269	Continuing Ed, On Li	Other Company Servic
			-\$60.00	6269	Continuing Ed, On Li	Other Company Servic
EMC Insurance Companies	532063	\$8,217.50	\$8,217.50	6013	Tort Insurance	Legal Fees
Fischer Architects	532069	\$12,082.50	\$967.50	6012	Equip Replacement He	Architect's Fees
			\$1,462.50	6012	Buildings Equipment	Architect's Fees
			\$5,287.50	6012	Buildings Equipment	Architect's Fees
			\$4,365.00	6012	Physical Plant Charg	Architect's Fees
Fitzgerald, Shawn	532070	\$4,895.00	\$4,895.00	6019	Office of Dir, Marke	Prof Svcs-Individual
Iowa College Access Netwo	532093	\$4,000.00	\$4,000.00	6120	Office of Dir, Marke	Printing/Reproductio
Iowa Dental Supply Co	532094	\$130,766.98	\$18,851.98	6323	Equip Replacement He	Minor Equipment
			\$111,915.00	7100	Equip Replacement He	Furniture, Machinery
Iowa High School Sports N	532097	\$9,000.00	\$9,000.00	6110	Office of Dir, Marke	Information Services
Martin Brothers Distribut	532120	\$3,813.64	\$626.38	6511	Cafeteria	Purchases for Resale
			\$982.52	6511	Cafeteria	Purchases for Resale
			\$1,019.16	6511	Cafeteria	Purchases for Resale
			\$1,185.58	6511	Cafeteria	Purchases for Resale
Miller Construction	532129	\$3,750.00	\$3,750.00	6220	Transportation	Rental of Equipment
NAI Electrical Contractor	532133	\$14,210.00	\$10,049.00	6060	Mechanical Maintenanc	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
NAI Electrical Contractor	532133	\$14,210.00	\$4,161.00	6060	Mechanical Mainten	Maintenance/Repair o
Pioneer Hi Bred Internati	532146	\$94,592.56	\$94,592.56	6269	Pioneer Hi-Bred Intl	Other Company Servic
Securitas Security Servic	532167	\$20,125.58	\$12,319.85	6261	Security Services An	Contracted Security
			\$7,805.73	6261	Security Services Ur	Contracted Security
Sherwin Williams	532168	\$13,805.48	\$12,592.46	6090	Boone Campus Housing	Maintenance/Repair o
			\$1,213.02	6090	Boone Campus Housing	Maintenance/Repair o
Sigler Companies	532169	\$2,968.50	\$2,968.50	6322	Presidents Retreat	Materials & Supplies
VanWall Group	532184	\$13,620.92	\$6,623.25	7100	Equip Replacement Ph	Furniture, Machinery
			\$6,997.67	7100	Equip Replacement Ph	Furniture, Machinery
Verizon Wireless	532186	\$4,622.87	\$91.13	6150	Office of Dean, Scie	Communications
			\$104.48	6150	Office of Exec Dean,	Communications
			\$52.74	6150	Office of Dean, Heal	Communications
			\$97.01	6150	Office of Exec Dean,	Communications
			\$43.01	6150	Office of Exec Dean,	Communications
			\$53.99	6150	Office of Exec Dir,	Communications
			\$65.24	6150	Associate Dean, Urba	Communications
			\$72.68	6150	Upward Bound FY2011	Communications
			\$1,027.31	6150	WLAN Support	Communications
			\$54.98	6150	Office of Coord, Cir	Communications
			\$64.24	6150	Academic Development	Communications
			\$62.11	6150	Office of Exec Dean,	Communications
			\$56.99	6150	Office of Exec Dean,	Communications
			\$393.73	6150	Economic Development	Communications
			\$101.75	6150	Enrollment Managemen	Communications
			\$43.01	6150	Office of Dir, Finan	Communications
			\$52.49	6150	Office of Exec Dir,	Communications
			\$703.73	6150	Office of Exec Dir,	Communications
			\$56.99	6150	IES-Board	Communications
			\$51.99	6150	Office Exec Dir, Ins	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	532186	\$4,622.87	\$110.91	6150	Judicial Office	Communications
			\$75.99	6150	LEAN Process Improve	Communications
			\$152.94	6150	Office of Dir, Marke	Communications
			\$77.49	6150	Office of the Dir, P	Communications
			\$30.39	6150	Quality Assurance Tr	Communications
			\$110.47	6150	Program Development	Communications
			\$85.50	6150	Physical Plant Opera	Communications
			\$65.96	6150	Safety Committee	Communications
			\$56.99	6150	Office of VP, Info S	Communications
			\$65.96	6150	Office of Dir, Stude	Communications
			\$43.01	6150	Office of Sr VP, Bus	Communications
			\$57.36	6150	Volleyball	Communications
			\$294.07	6150	Student Services	Communications
			\$146.23	6150	Special Needs	Communications
WHO TV13	532194	\$2,500.00	\$2,500.00	6110	Office of Dir, Marke	Information Services
Wilson Tax and Business C	532196	\$13,000.00	\$13,000.00	6011	Iowa Innovation Gate	Auditor's Fees
Ahlers and Cooney PC	532224	\$4,047.50	\$3,939.00	6013	Office of Sr VP, Bus	Legal Fees
			\$108.50	6013	Office of Sr VP, Bus	Legal Fees
American Heritage Life In	532229	\$4,015.02	\$235.20	2289	Payroll Office	Hospitalization Insu
			\$1,938.74	2287	Payroll Office	Cancer Insurance Pay
			\$1,291.70	2286	Payroll Office	Accident Insurance P
			\$549.38	2288	Payroll Office	Critical Illness Ins
Ames Municipal Utilities	532232	\$4,111.61	\$4,111.61	6190	Utilities	Utilities
Apple Computer Inc	532233	\$9,862.80	\$1,398.00	6323	Dean, Business & Inf	Minor Equipment
			\$699.00	6323	Office of VP, Info S	Minor Equipment
			\$3,596.00	6323	Technical Update Equ	Minor Equipment
			\$1,278.00	6323	Equip Replacement We	Minor Equipment
			\$29.00	6322	Dean, Business & Inf	Materials & Supplies
			\$69.90	6323	Equip Replacement We	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Apple Computer Inc	532233	\$9,862.80	\$1,118.00	6323	Equip Replacement We	Minor Equipment
			\$79.00	6323	Equip Replacement We	Minor Equipment
			\$79.90	6323	Equip Replacement We	Minor Equipment
			\$58.00	6323	Student Services	Minor Equipment
			\$1,458.00	6323	Student Services	Minor Equipment
Aviva Life Insurance Comp	532236	\$245,901.69	\$245,901.69	6269	Aviv Life Comp #3-Jo	Other Company Servic
Carolina Biological Suppl	532251	\$5,366.08	\$53.69	6322	Equip Replacement Sc	Materials & Supplies
			\$5,312.39	6323	Physics/Chemistry/Bi	Minor Equipment
Chestnut Sign Company Inc	532257	\$3,210.00	\$3,210.00	6323	Equipment Replacemen	Minor Equipment
Christianis VIP Catering	532260	\$7,452.48	\$7,452.48	6321	Presidents Retreat	Food
City of Ankeny	532263	\$10,904.42	\$243.65	6190	Utilities	Utilities
			\$99.50	6190	Utilities	Utilities
			\$1,305.95	6190	Horticulture	Utilities
			\$72.68	6190	Utilities	Utilities
			\$55.66	6190	Utilities	Utilities
			\$64.17	6190	Utilities	Utilities
			\$72.68	6190	Utilities	Utilities
			\$468.57	6190	Physical Plant Opera	Utilities
			\$72.68	6190	Utilities	Utilities
			\$89.70	6190	Utilities	Utilities
			\$55.66	6190	Utilities	Utilities
			\$22.90	6190	Utilities	Utilities
			\$9.54	6190	Utilities	Utilities
			\$46.83	6190	Utilities	Utilities
			\$1,693.10	6190	Utilities	Utilities
\$6,252.10	6190	Utilities	Utilities			
\$279.05	6190	Utilities	Utilities			
Clear Channel Outdoor Inc	532266	\$9,377.00	\$550.00	6110	Office of Dir, Marke	Information Services
			\$3,952.00	6110	Office of Dir, Marke	Information Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Clear Channel Outdoor Inc	532266	\$9,377.00	\$4,875.00	6110	Office of Dir, Marke	Information Services
Constellation NewEnergy G	532271	\$4,699.87	\$4,699.87	6190	Utilities	Utilities
Dealer Equipment and Serv	532274	\$3,088.97	\$1,286.65	6323	Equip Replacement In	Minor Equipment
			\$1,802.32	6323	Equip Replacement In	Minor Equipment
Des Moines Register	532281	\$18,730.65	\$17,617.24	6110	Office of Dir, Marke	Information Services
			\$1,113.41	6110	Transportation Insti	Information Services
Drake Consulting LLC	532285	\$3,453.28	\$3,453.28	6015	Softskills Training	Consultant's Fees
Evaluation Kit	532292	\$3,000.00	\$3,000.00	6324	Web Based Instructio	Computer Software
Excel Business Supplies	532293	\$14,092.58	\$27.63	6322	Office of Sr VP, Aca	Materials & Supplies
			\$414.67	6322	Retraining for Under	Materials & Supplies
			\$23.33	6322	Transportation Insti	Materials & Supplies
			\$87.12	6322	Office of Dir, Stude	Materials & Supplies
			\$212.15	6322	Office of Dir, Finan	Materials & Supplies
			\$520.09	6322	Student Services	Materials & Supplies
			\$169.68	6322	Student Services	Materials & Supplies
			\$93.03	6322	Special Needs	Materials & Supplies
			\$47.14	6322	Admissions/Registrat	Materials & Supplies
			\$67.60	6322	Office of Dir, Purch	Materials & Supplies
			\$362.18	6322	Perry Operations	Materials & Supplies
			\$904.78	6322	Softskills Training	Materials & Supplies
			\$401.17	6322	Program Development	Materials & Supplies
			\$675.34	6322	Presidents Retreat	Materials & Supplies
			\$150.99	6322	Office of the Dir, P	Materials & Supplies
			\$49.99	6322	Certified Nursing As	Materials & Supplies
			\$26.00	6322	Office of Dir, Marke	Materials & Supplies
			\$32.44	6322	Judicial Office	Materials & Supplies
			\$117.89	6322	Information Systems	Materials & Supplies
			\$132.52	6322	Humanities	Materials & Supplies
			\$21.10	6322	Office of Exec Dir,	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	532293	\$14,092.58	\$77.55	6322	Graphic Design	Materials & Supplies
			\$637.71	6322	GED Testing	Materials & Supplies
			\$40.40	6322	Evening & Weekend	Materials & Supplies
			\$183.50	6322	High Tech Robotics	Materials & Supplies
			\$125.94	6322	Dental Hygiene	Materials & Supplies
			\$23.64	6322	Dental Assistant	Materials & Supplies
			\$140.32	6322	Office of Exec Dean,	Materials & Supplies
			\$483.90	6322	Office of Dean, Scie	Materials & Supplies
			\$94.69	6322	Office of Exec Dean,	Materials & Supplies
			\$104.85	6322	Office of Dean, Indu	Materials & Supplies
			\$162.39	6322	Office of Dean, Heal	Materials & Supplies
			\$713.33	6322	Dean, Business & Inf	Materials & Supplies
			\$28.72	6322	Curriculum & Schedul	Materials & Supplies
			\$4.98	6322	Office of Controller	Materials & Supplies
			\$294.26	6322	Office of Controller	Materials & Supplies
			\$143.07	6322	Communications	Materials & Supplies
			\$71.42	6322	Office of Exec Dir,	Materials & Supplies
			\$51.78	6322	Auto Service	Materials & Supplies
			\$10.38	6322	Boone Athletic Depar	Materials & Supplies
			\$309.42	6322	Associates Degree Nu	Materials & Supplies
			\$200.07	6322	Arts and Sciences	Materials & Supplies
			\$295.73	6322	Adult Basic Educatio	Materials & Supplies
			\$249.59	6322	Gateway to College	Materials & Supplies
			\$652.04	6322	United Way Centrl IA	Materials & Supplies
			\$31.14	6322	ABE Book Sales	Materials & Supplies
			\$1,354.36	6269	Office of Exec Dean,	Other Company Servic
			\$1,383.91	6269	Office of Exec Dean,	Other Company Servic
			\$309.97	6322	Practical Nursing	Materials & Supplies
			\$35.42	6322	Office of Exec Dean,	Materials & Supplies
			\$10.99	6322	Academic Development	Materials & Supplies
			\$338.59	6269	Office of Exec Dean,	Other Company Servic
			\$122.99	6322	GED Testing	Materials & Supplies
			\$777.00	6322	Adult Literacy for W	Materials & Supplies
			\$169.70	6322	Physical Plant Opera	Materials & Supplies
			\$298.02	6322	Youth at Risk - Anke	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	532293	\$14,092.58	\$100.27	6322	WLAN Support	Materials & Supplies
FBG Service Corporation	532294	\$35,606.08	\$2,070.30	6030	Physical Plant Opera	Custodial Services
			\$2,070.30	6030	Physical Plant Opera	Custodial Services
			\$4,099.40	6030	Physical Plant Opera	Custodial Services
			-\$2,029.10	6030	Plant Operations, St	Custodial Services
			\$601.06	6030	FFA Enrichment Cente	Custodial Services
			\$2,070.30	6030	Plant Operations, St	Custodial Services
			\$1,160.25	6030	Newton Rent	Custodial Services
			\$20,277.61	6030	Custodial	Custodial Services
			\$1,186.56	6030	Physical Plant Opera	Custodial Services
			\$4,099.40	6030	Physical Plant Opera	Custodial Services
FFA Enrichment Center	532295	\$11,511.00	\$11,511.00	2014	FFA Enrichment Cente	Due to Others
FHEG Ankeny Bookstore #10	532296	\$5,182.51	\$17.96	6322	Legal Assistant	Materials & Supplies
			\$2.40	6322	Learning Center Book	Materials & Supplies
			\$539.00	6322	Jasper County Career	Materials & Supplies
			\$66.00	6322	Integrated Learning	Materials & Supplies
			\$3.16	6322	Office of Exec Dir,	Materials & Supplies
			\$9.80	6322	Aging Services Admin	Materials & Supplies
			\$52.25	6322	ESL	Materials & Supplies
			\$31.75	6322	Developmental Educat	Materials & Supplies
			\$5.94	6322	Office of Exec Dean,	Materials & Supplies
			\$33.36	6322	Office of Dean, Heal	Materials & Supplies
			\$10.00	6322	Office of Exec Dean,	Materials & Supplies
			\$1,384.00	6322	Office of Controller	Materials & Supplies
			\$2.37	6322	Communications	Materials & Supplies
			\$7.98	6322	Boone Campus Housing	Materials & Supplies
			\$209.25	6322	Dean, Business & Inf	Materials & Supplies
			\$132.83	2019	Follett Bookstore	Accounts Payable Acc
			\$140.71	2019	Follett Bookstore	Accounts Payable Acc
			\$281.10	2019	Follett Bookstore	Accounts Payable Acc
			\$38.50	6322	Building Rental for	Materials & Supplies
			\$3.99	6322	Bear Facts	Materials & Supplies

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FHEG Ankeny Bookstore #10	532296	\$5,182.51	\$199.96	6322	Architectural Drafti	Materials & Supplies
			\$10.53	6322	DOT Civil Engr Tech	Materials & Supplies
			\$195.50	6322	ABE Book Sales	Materials & Supplies
			\$1,251.50	6322	Program Development	Materials & Supplies
			\$75.11	6322	Respiratory Therapy	Materials & Supplies
			\$136.50	6322	Student Development	Materials & Supplies
			\$1.99	6322	Staff Development	Materials & Supplies
			\$2.55	6322	Student Services	Materials & Supplies
			\$11.30	6322	Office of Dir, Finan	Materials & Supplies
			\$12.41	6322	Technology Camp	Materials & Supplies
			\$39.99	6322	Volleyball	Materials & Supplies
			\$43.12	6322	Womens' Basketball B	Materials & Supplies
			\$50.00	6322	Central Iowa Works-C	Materials & Supplies
			\$43.20	6322	Student Services	Materials & Supplies
			\$136.50	6322	Office of Exec Dean,	Materials & Supplies
Fridley Theatres	532302	\$3,600.00	\$600.00	6511	Ticket Sales	Purchases for Resale
			\$3,000.00	6511	Ticket Sales	Purchases for Resale
Harding Hills Center LC	532313	\$8,239.78	\$8,239.78	6210	Miscellaneous Colleg	Rental of Buildings
Henry Schein Inc	532314	\$34,685.00	\$34,685.00	6265	Technical Update Equ	Software Service Agr
Hewlett Packard	532318	\$127,091.21	\$709.75	6323	Chrysler Apprentice	Minor Equipment
			\$3,298.00	6323	Technical Update Equ	Minor Equipment
			\$1,398.75	6323	Equip Replacement In	Minor Equipment
			\$74,285.64	6323	Technical Update Equ	Minor Equipment
			\$2,078.31	6323	Technical Update Equ	Minor Equipment
			\$1,215.02	6323	Office of VP, Info S	Minor Equipment
			\$3,936.62	6323	Office of Exec Dean,	Minor Equipment
			\$1,964.00	6322	Student Support Serv	Materials & Supplies
			\$63.99	6322	Info Tech/Network Ad	Materials & Supplies
			\$4,419.09	6322	Technical Update Equ	Materials & Supplies
\$128.79	6322	Equip Replacement We	Materials & Supplies			
\$709.75	6323	Technical Update Equ	Minor Equipment			

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Hewlett Packard	532318	\$127,091.21	\$709.75	6323	Office of Exec Dean,	Minor Equipment
			\$235.00	6322	Dean, Business & Inf	Materials & Supplies
			\$28,390.00	6323	Technical Update Equ	Minor Equipment
			\$3,548.75	6323	Technical Update Equ	Minor Equipment
Higher One	532319	\$32,400.00	\$32,400.00	6269	Student ID Card Offi	Other Company Servic
Hockenbergs Equipment	532321	\$3,769.48	\$1,959.00	6323	Equip Replacement Ne	Minor Equipment
			\$1,810.48	6323	Newton Rent	Minor Equipment
Holmes Murphy & Associat	532322	\$35,900.00	\$35,900.00	6180	Non Tort Insurance	Insurance
Hotel Pattee	532323	\$3,090.00	\$3,090.00	6321	Perry Career Academy	Food
Imaginit Technologies	532325	\$3,915.00	\$3,915.00	6265	Project Lead the Way	Software Service Agr
Innovative Interfaces Inc	532326	\$39,144.00	\$39,144.00	6265	Library Automation	Software Service Agr
Iowa Dental Supply Co	532329	\$2,742.77	\$127.28	6322	Perry Operations	Materials & Supplies
			\$233.79	6322	Dental Hygiene	Materials & Supplies
			\$199.87	6322	Program Development	Materials & Supplies
			\$386.98	6323	Equip Replacement He	Minor Equipment
			-\$1,990.00	6323	Equip Replacement He	Minor Equipment
			\$450.00	6322	Dental Hygiene	Materials & Supplies
			\$322.46	6322	Dental Hygiene	Materials & Supplies
			\$175.83	6322	Dental Hygiene	Materials & Supplies
			\$127.08	6322	Dental Hygiene	Materials & Supplies
			\$26.99	6322	Dental Hygiene	Materials & Supplies
			\$263.98	6322	Dental Hygiene	Materials & Supplies
			\$292.00	6322	Dental Hygiene	Materials & Supplies
			\$570.75	6322	Dental Hygiene	Materials & Supplies
\$1,300.26	6322	Dental Hygiene	Materials & Supplies			
\$255.50	6322	Dental Hygiene	Materials & Supplies			
Iowa State Fair	532332	\$2,956.00	\$2,956.00	6511	Ticket Sales	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Karl Chevrolet	532337	\$21,138.67	\$2.53	6511	Auto Mechanics	Purchases for Resale
			\$95.64	6511	Auto Mechanics	Purchases for Resale
			\$42.50	6511	Auto Mechanics	Purchases for Resale
			\$20,998.00	7400	Equip Replacement Ph	Vehicles
KCCI TV	532338	\$5,218.00	\$5,218.00	6110	Office of Dir, Marke	Information Services
Merle Hay Mall	532368	\$3,900.00	\$3,900.00	6210	Office of Dir, Marke	Rental of Buildings
Miller Contracting	532373	\$3,200.00	\$3,200.00	6269	Motorcycle and Moped	Other Company Servic
Millipore Corp	532374	\$4,328.16	\$4,328.16	6060	Equip Replacement Sc	Maintenance/Repair o
National Contractors Inc	532383	\$5,995.00	\$5,995.00	7600	Perry Career Academy	Buildings and Fixed
National Curriculum & Tra	532384	\$6,346.93	\$6,346.93	6520	Driver Improvement B	Purchases for Resale
NetSupport Incorporated	532387	\$2,591.11	\$2,591.11	6324	Technical Update Equ	Computer Software
Ohland Concrete Construct	532391	\$25,166.00	\$25,166.00	6090	Buildings Equipment	Maintenance/Repair o
Oracle Corporation	532392	\$6,211.86	\$6,211.86	6324	Information Systems	Computer Software
Pocket Nurse	532397	\$2,511.75	\$215.80	6322	Program Development	Materials & Supplies
			\$217.64	6322	Associates Degree Nu	Materials & Supplies
			\$65.71	6322	Perry Operations	Materials & Supplies
			\$198.75	6322	Program Development	Materials & Supplies
			\$1,215.28	6322	Practical Nursing	Materials & Supplies
\$598.57	6322	Skiff Medical Center	Materials & Supplies			
Power Protection Products	532398	\$12,019.84	\$5,098.28	6269	Technical Update Equ	Other Company Servic
			\$6,921.56	6269	Technical Update Equ	Other Company Servic
Prevention Research Insti	532402	\$20,000.00	\$20,000.00	6520	Driver Improvement B	Purchases for Resale
Project Lead the Way Inc	532405	\$17,777.00	139.08	6322	Project Lead the Way	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Project Lead the Way Inc	532405	\$17,777.00	\$15,637.92	6322	Project Lead the Way	Materials & Supplies
CenturyLink	532408	\$4,357.44	\$140.23	6150	Campus Communication	Communications
			\$3,787.32	6150	Campus Communication	Communications
			\$429.89	6150	Campus Communication	Communications
Reserve Account	532412	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
School Specialty Inc	532415	\$9,934.00	\$9,934.00	7100	Equip Replacement Co	Furniture, Machinery
Securitas Security Servic	532420	\$20,098.88	\$8,352.39	6261	Security Services Ur	Contracted Security
			\$11,746.49	6261	Security Services An	Contracted Security
State Steel Supply Co	532434	\$12,969.15	\$2,903.00	6322	Welding	Materials & Supplies
			\$1,797.75	6322	Welding	Materials & Supplies
			\$203.40	6322	Perry Operations	Materials & Supplies
			\$2,715.50	6322	Welding	Materials & Supplies
			\$5,349.50	6322	Welding	Materials & Supplies
US Postal Service	532446	\$10,875.00	\$10,875.00	6930	Office of Exec Dir,	Other Current Expens
Valley West Mall	532447	\$7,500.00	\$7,500.00	6210	Office of Dir, Marke	Rental of Buildings
VWR Scientific	532451	\$18,306.03	\$16,725.44	7100	Equip Replacement Sc	Furniture, Machinery
			\$455.59	7100	Equip Replacement Sc	Furniture, Machinery
			\$1,125.00	6322	Mathematics & Scienc	Materials & Supplies
Waste Mgmt of Iowa Corp.	532457	\$4,025.13	\$4,025.13	6030	Custodial	Custodial Services
Wiggins, Wendy	532461	\$2,500.00	\$2,500.00	6269	Office of Dir, Marke	Other Company Servic
Wolin & Associates Inc	532462	\$19,000.00	\$19,000.00	6090	Buildings Equipment	Maintenance/Repair o
Wolin Electric	532463	\$15,080.00	\$15,080.00	6090	Energy Efficiency Gr	Maintenance/Repair o
Best Buy Government and E	532553	\$6,115.61	\$738.84	6323	Equip Replacement We	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Best Buy Government and E	532553	\$6,115.61	\$5,376.77	6323	Equip Replacement We	Minor Equipment
Bradley Tools and Fastene	532558	\$3,719.93	\$3,719.93	6322	Perry Career Academy	Materials & Supplies
CBE Group Inc	532569	\$3,428.64	\$3,428.64	6780	Office of Controller	Collection Agency Ex
CenturyLink	532572	\$6,066.28	\$42.96	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$92.95	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$54.91	6150	Campus Communication	Communications
			\$42.96	6150	Campus Communication	Communications
			\$193.66	6150	Campus Communication	Communications
			\$85.92	6150	Campus Communication	Communications
			\$555.00	6150	Campus Communication	Communications
			\$585.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$175.84	6150	Campus Communication	Communications
			\$42.96	6150	Equip Replacement Sc	Communications
CIT Charters Inc	532573	\$3,860.00	\$3,860.00	6269	Presidents Retreat	Other Company Servic
Clear Channel Broadcastin	532574	\$3,915.00	\$644.00	6110	Office of Exec Dean,	Information Services
			\$161.00	6110	Office of Exec Dean,	Information Services
			\$168.00	6110	Office of Dir, Marke	Information Services
			\$1,170.00	6110	Office of Dir, Marke	Information Services
			\$60.00	6110	Office of Dir, Marke	Information Services
			\$1,032.00	6110	Office of Dir, Marke	Information Services
			\$119.00	6110	Office of Dir, Marke	Information Services
			\$561.00	6110	Office of Dir, Marke	Information Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Clear Channel Outdoor Inc	532576	\$4,349.20	\$4,079.20	6110	Office of Dir, Marke	Information Services
			\$270.00	6110	Office of Dir, Marke	Information Services
Coastal Training Technolo	532577	\$8,932.39	\$8,932.39	6322	Perry Career Academy	Materials & Supplies
Daily Freeman Journal	532581	\$3,952.00	\$3,952.00	6120	Office of Dir, Marke	Printing/Reproductio
Days Inn	532584	\$2,640.00	\$1,430.00	6269	Continuing Ed, 2 Day	Other Company Servic
			\$1,210.00	6269	Continuing Ed, 2 Day	Other Company Servic
Des Moines Register	532586	\$17,246.64	\$1,150.39	6110	Office of Dir, Marke	Information Services
			\$1,113.41	6110	Transportation Insti	Information Services
			\$1,150.39	6110	Office of Dean, Heal	Information Services
			\$472.75	6110	Office of Dean, Scie	Information Services
			\$231.04	6110	History/Geology	Information Services
			\$241.72	6110	Office of Exec Dean,	Information Services
			\$241.72	6110	Office of Exec Dean,	Information Services
			\$12,645.22	6110	Office of Exec Dir,	Information Services
Electrical Service of Iow	532597	\$3,380.00	\$2,080.00	6090	Energy Efficiency Gr	Maintenance/Repair o
			\$1,300.00	6090	Energy Efficiency Gr	Maintenance/Repair o
First Choice Distribution	532603	\$7,977.95	\$4,765.12	6410	Custodial	Janitorial Materials
			\$705.93	6410	Physical Plant Opera	Janitorial Materials
			\$2,062.64	6410	Physical Plant Opera	Janitorial Materials
			\$60.00	6410	Office of Dean, Heal	Janitorial Materials
			\$384.26	6410	Physical Plant Wareh	Janitorial Materials
Fitzgerald, Shawn	532604	\$8,896.00	\$2,791.25	6322	Office of Dir, Marke	Materials & Supplies
			\$6,104.75	6322	Office of Dir, Marke	Materials & Supplies
Heartland Area Education	532616	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Hewlett Packard	532618	\$7,558.86	\$2,318.31	6323	Technical Update Equ	Minor Equipment
			\$2,931.30	6060	Technical Update Equ	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	532618	\$7,558.86	\$2,309.25	6323	Office of VP, Info S	Minor Equipment
Holiday Inn Downtown	532623	\$2,714.00	\$2,714.00	6321	Continuing Ed, 2 Day	Food
IP Pathways	532635	\$9,600.00	\$9,600.00	6269	Technical Update Equ	Other Company Servic
Iron Mountain Records Man	532636	\$2,501.88	\$158.92	6269	Dean, Business & Inf	Other Company Servic
			\$328.80	6269	Office of Exec Dean,	Other Company Servic
			\$2,014.16	6120	Buildings Equipment	Printing/Reproductio
KDSM TV	532644	\$4,845.00	\$4,845.00	6110	Office of Dir, Marke	Information Services
KJWW Engineering Consulta	532648	\$20,574.00	\$3,097.81	6015	Buildings Equipment	Consultant's Fees
			\$1,274.85	6015	Energy Efficiency Gr	Consultant's Fees
			\$2,804.67	6015	Energy Efficiency Gr	Consultant's Fees
			\$13,396.67	6015	Energy Efficiency Gr	Consultant's Fees
Lincoln National Life Ins	532655	\$48,665.48	\$1,431.30	2256	Payroll Office	ST Disability - B In
			\$1,466.60	2259	Payroll Office	Dep Supp Life Ins Pa
			\$2,805.10	2258	Payroll Office	Spouse Opt Life Ins
			\$7,704.93	2257	Payroll Office	Emp Opt Life Ins Pay
			\$6,627.92	2255	Payroll Office	ST Disability - A In
			\$14,293.10	2253	Payroll Office	Basic Life Insurance
			\$14,336.53	2254	Payroll Office	Long Term Disability
Litho Graphics Print Comm	532657	\$5,040.72	\$460.72	6120	Office of VP, Commnt	Printing/Reproductio
			\$3,643.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$937.00	6322	Credentials	Materials & Supplies
McClenney, Kay	532663	\$4,757.42	\$757.42	6930	Presidents Retreat	Other Current Expens
			\$4,000.00	6019	Presidents Retreat	Prof Svcs-Individual
MPS	532674	\$4,968.00	\$4,968.00	6310	Equipment Replacemen	Library Books/Electr
N2N Services Inc	532675	\$7,230.00	\$7,230.00	6269	Office of VP, Info S	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
NAPA Genuine Parts Compan	532676	\$5,314.76	-\$60.00	6511	Auto Mechanics	Purchases for Resale
			\$2.98	6511	Auto Mechanics	Purchases for Resale
			\$29.99	6511	Auto Mechanics	Purchases for Resale
			\$28.33	6511	Auto Mechanics	Purchases for Resale
			\$359.16	6511	Auto Mechanics	Purchases for Resale
			\$294.71	6511	Auto Mechanics	Purchases for Resale
			\$132.64	6511	Auto Mechanics	Purchases for Resale
			\$146.04	6511	Auto Mechanics	Purchases for Resale
			\$353.45	6511	Auto Mechanics	Purchases for Resale
			\$1,257.12	6322	Perry Career Academy	Materials & Supplies
			\$2,378.39	6322	Perry Career Academy	Materials & Supplies
			\$260.27	6322	Perry Career Academy	Materials & Supplies
			\$12.88	6511	Auto Mechanics	Purchases for Resale
			\$76.67	6511	Auto Mechanics	Purchases for Resale
			\$63.98	6511	Auto Mechanics	Purchases for Resale
			\$29.99	6511	Auto Mechanics	Purchases for Resale
			\$23.20	6511	Auto Mechanics	Purchases for Resale
			\$76.49	6511	Auto Mechanics	Purchases for Resale
			\$6.09	6511	Auto Mechanics	Purchases for Resale
			-\$22.00	6511	Auto Mechanics	Purchases for Resale
-\$48.00	6511	Auto Mechanics	Purchases for Resale			
-\$38.63	6511	Auto Mechanics	Purchases for Resale			
-\$29.99	6511	Auto Mechanics	Purchases for Resale			
-\$19.00	6511	Auto Mechanics	Purchases for Resale			
Nelnet Business Solutions	532678	\$4,401.56	\$4,401.56	6269	Office of Controller	Other Company Servic
OnMedia	532686	\$4,985.00	\$4,985.00	6110	Office of Dir, Marke	Information Services
Project Lead the Way Inc	532689	\$19,002.92	\$8,726.82	6322	Project Lead the Way	Materials & Supplies
			\$6,011.09	6322	Project Lead the Way	Materials & Supplies
			\$4,265.01	6322	Project Lead the Way	Materials & Supplies
Purcell Printing and Grap	532690	\$3,268.31	\$71.86	6322	Transportation Insti	Materials & Supplies
			\$168.38	6322	Student Activities	Materials & Supplies

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Purcell Printing and Grap	532690	\$3,268.31	\$81.90	6120	Office of Exec Dean,	Printing/Reproductio
			\$81.76	6120	Presidents Retreat	Printing/Reproductio
			\$493.50	6120	Presidents Retreat	Printing/Reproductio
			\$353.93	6120	Office of Dir, Marke	Printing/Reproductio
			\$572.25	6120	Office of Dir, Marke	Printing/Reproductio
			\$306.60	6120	Office of Dir, Marke	Printing/Reproductio
			\$29.18	6120	Health Information T	Printing/Reproductio
			\$143.70	6322	Office of Dir, Marke	Materials & Supplies
			\$71.86	6322	Office of Sr VP, Aca	Materials & Supplies
			\$71.86	6322	Baseball	Materials & Supplies
			\$71.86	6322	Office of Dir, Finan	Materials & Supplies
			\$677.81	6120	Office of Dean, Indu	Printing/Reproductio
\$71.86	6322	Perry Operations	Materials & Supplies			
SPX Corporation	532703	\$3,794.73	\$3,794.73	6322	Perry Career Academy	Materials & Supplies
Story Construction	532705	\$63,876.10	\$63,876.10	7600	Buildings Equipment	Buildings and Fixed
Vital Support Systems	532720	\$99,323.01	\$36,080.08	6265	Technical Update Equ	Software Service Agr
			\$62,792.93	6324	Technical Update Equ	Computer Software
			\$450.00	6269	Office of VP, Info S	Other Company Servic
Wellmark Health Plan of I	532726	\$828,645.99	\$832,887.78	2250	Payroll Office	Health Insurance Pay
			\$4,241.79	2250	Payroll Office	Health Insurance Pay
WizIQ Inc	532733	\$4,500.00	\$4,500.00	6269	Web Based Instructio	Other Company Servic
Wolin Electric	532734	\$70,553.94	\$26,744.00	6090	Energy Efficiency Gr	Maintenance/Repair o
			\$16,640.00	6090	Energy Efficiency Gr	Maintenance/Repair o
			\$17,160.00	6090	Energy Efficiency Gr	Maintenance/Repair o
			\$3,304.80	6090	Energy Efficiency No	Maintenance/Repair o
			\$2,907.10	6090	Energy Efficiency No	Maintenance/Repair o
			\$2,610.56	6090	Equip Replacement He	Maintenance/Repair o
\$1,187.48	6090	Buildings Equipment	Maintenance/Repair o			
XPEDX	532736	\$3,133.76	\$382.17	6322	Graphic Arts	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
XPEDX	532736	\$3,133.76	\$73.64	6322	Graphic Arts	Materials & Supplies
			\$56.55	6322	Graphic Arts	Materials & Supplies
			\$150.20	6322	Duplicating Services	Materials & Supplies
			\$2,471.20	6322	Duplicating Services	Materials & Supplies
Airgas North Central	532808	\$4,570.41	\$581.60	6322	Jasper County Career	Materials & Supplies
			\$91.13	6322	Jasper County Career	Materials & Supplies
			\$22.92	6322	Jasper County Career	Materials & Supplies
			\$612.52	6322	Jasper County Career	Materials & Supplies
			\$95.39	6322	Jasper County Career	Materials & Supplies
			\$226.61	6322	Jasper County Career	Materials & Supplies
			\$163.20	6322	Jasper County Career	Materials & Supplies
			\$27.08	6322	Welding	Materials & Supplies
			\$16.95	6322	Welding	Materials & Supplies
			\$115.52	6322	Welding	Materials & Supplies
			\$2,413.24	6322	Welding	Materials & Supplies
			\$56.10	6322	Welding	Materials & Supplies
			\$59.02	6322	Jasper County Career	Materials & Supplies
\$89.13	6322	Jasper County Career	Materials & Supplies			
Apple Computer Inc	532812	\$2,547.00	\$1,398.00	6323	Dean, Business & Inf	Minor Equipment
			\$1,149.00	6323	Technical Update Equ	Minor Equipment
Bradley Tools and Fastene	532823	\$3,272.08	\$3,272.08	6322	Perry Career Academy	Materials & Supplies
Carolina Biological Suppl	532826	\$3,085.13	\$3,085.13	6322	West Campus Equipmen	Materials & Supplies
Central States Roofing	532830	\$14,310.00	\$4,050.00	7600	Buildings Equipment	Buildings and Fixed
			\$10,260.00	7600	Buildings Equipment	Buildings and Fixed
Competitive Edge	532835	\$2,722.00	\$2,097.00	6460	Office of Exec Dean,	Other Materials and
			\$625.00	6460	Office of Exec Dean,	Other Materials and
Continental Western Group	532837	\$20,460.60	\$2,313.21	6269	Continental Western	Other Company Servic
			\$18,147.39	6269	Continental Western	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Department of Administrat	532844	\$51,166.18	\$42,549.18	6378	Equipment Replacemen	Materials/Supplies f
			\$8,617.00	6210	Practical Nursing	Rental of Buildings
Earth Walk	532848	\$9,156.00	\$9,156.00	6323	Perry Career Academy	Minor Equipment
Education to Go	532849	\$3,723.25	\$3,675.00	6269	Continuing Ed, On Li	Other Company Servic
			-\$80.00	6269	Continuing Ed, On Li	Other Company Servic
			\$128.25	6269	Continuing Ed, On Li	Other Company Servic
ExodusDirect LLC	532853	\$5,273.43	\$5,273.43	6269	Exodus Direct, LLC-J	Other Company Servic
Farner Bocken Co	532854	\$2,982.25	\$1,353.61	6511	Cafeteria	Purchases for Resale
			-\$34.52	6511	Cafeteria	Purchases for Resale
			\$1,663.16	6511	Cafeteria	Purchases for Resale
Forrest and Associate Inc	532863	\$3,439.00	\$3,439.00	6090	Buildings Equipment	Maintenance/Repair o
G and S Office Machines L	532866	\$9,629.00	\$265.86	6060	WLAN Support	Maintenance/Repair o
			\$1,334.14	6060	WLAN Support	Maintenance/Repair o
			\$6,694.86	6322	WLAN Support	Materials & Supplies
			\$1,334.14	6322	WLAN Support	Materials & Supplies
Gee Asphalt Systems Inc	532870	\$135,252.00	\$135,252.00	7800	Buildings Equipment	Other Structures and
General Fire and Safety E	532871	\$4,000.00	\$4,000.00	6323	Equip Replacement Ne	Minor Equipment
Hewlett Packard	532879	\$11,097.16	\$1,649.00	6323	Equip Replacement We	Minor Equipment
			\$1,379.00	6323	Web Based Instructio	Minor Equipment
			\$99.00	6323	Office of Exec Dean,	Minor Equipment
			\$130.00	6323	Equip Replacement He	Minor Equipment
			\$7,350.15	6322	Technical Update Equ	Materials & Supplies
			\$490.01	6322	Tool Machinist	Materials & Supplies
Hockenbergs Equipment	532882	\$3,648.00	\$3,648.00	6322	Perry Career Academy	Materials & Supplies
Internet Solver Inc	532888	\$5,000.00	000.00	6150	Campus Communication	Communications

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Des Moines Area Comm College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Internet Solver Inc	532888	\$5,000.00	\$1,000.00	6150	Campus Communication	Communications
Iowa Communications Netwo	532890	\$19,895.55	\$388.09	6150	Campus Communication	Communications
			\$9,138.08	6150	Campus Communication	Communications
			\$16.08	6150	Campus Communication	Communications
			\$82.59	6150	Campus Communication	Communications
			\$1,220.24	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$17.91	6150	Campus Communication	Communications
			\$8,952.26	6150	Campus Communication	Communications
			\$12.38	6150	Campus Communication	Communications
			\$65.77	6150	Campus Communication	Communications
JC's Service Inc	532898	\$3,600.00	\$1,800.00	6444	Grounds	Landscaping Material
			\$1,800.00	6444	Grounds	Landscaping Material
Mardock Drafting Services	532915	\$2,832.00	\$2,832.00	6015	Buildings Equipment	Consultant's Fees
Martin Brothers Distribut	532916	\$4,922.74	\$980.39	6511	Cafeteria	Purchases for Resale
			\$815.48	6511	Cafeteria	Purchases for Resale
			\$630.44	6511	Cafeteria	Purchases for Resale
			\$575.67	6511	Cafeteria	Purchases for Resale
			\$1,920.76	6511	Cafeteria	Purchases for Resale
Neff Motivation Inc	532929	\$2,819.52	\$624.00	6322	Softball	Materials & Supplies
			\$1,835.76	6322	Softball	Materials & Supplies
			\$359.76	6322	Softball	Materials & Supplies
Ohland Concrete Construct	532934	\$26,015.80	\$26,015.80	6090	Buildings Equipment	Maintenance/Repair o
Pioneer Hi Bred Internati	532940	\$32,789.83	\$32,789.83	6269	Pioneer Hi-Bred Intl	Other Company Servic
Quick Fuel	532949	\$3,097.77	\$3,097.77	6420	Transportation Insti	Vehicle Materials an
Remel Inc	532952	\$5,771.24	\$5,771.24	6322	Mathematics & Scienc	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Statistics and Controls	532961	\$9,736.45	\$5,761.45	6269	Statistics & Control	Other Company Servic
			\$3,975.00	6269	Statistics & Control	Other Company Servic
TPI Composites Inc	532966	\$262,188.00	\$262,188.00	6269	TPI Iowa, LLC #2-On-	Other Company Servic
US Cellular	532972	\$3,054.26	\$45.93	6150	Office of Sr VP, Bus	Communications
			\$10.08	6150	Campus Communication	Communications
			\$37.18	6150	Custodial	Communications
			\$8.96	6150	Data Processing	Communications
			\$9.09	6150	Office of Dir, Stude	Communications
			\$245.61	6150	Enrollment Managemen	Communications
			\$83.30	6150	Land Survey ACE Prog	Communications
			\$26.82	6150	Physical Plant Opera	Communications
			\$84.90	6150	Security Services An	Communications
			\$128.51	6150	Security Services An	Communications
			\$135.52	6150	Gateway to College	Communications
			\$19.66	6150	IPT Regional Telecom	Communications
			\$33.04	6150	Associates Degree Nu	Communications
			\$24.33	6150	Building Trades	Communications
			\$147.02	6150	Youth at Risk - Anke	Communications
			\$553.38	6150	WLAN Support	Communications
			\$38.85	6150	Wellness	Communications
			\$183.51	6150	Office of VP, Commnt	Communications
			\$8.90	6150	Boone Campus Housing	Communications
			\$100.00	6150	Transportation Insti	Communications
			\$101.94	6150	Respiratory Therapy	Communications
			\$392.09	6150	Program Development	Communications
			\$46.94	6150	Physical Plant Opera	Communications
\$8.15	6150	Plant Operations, St	Communications			
\$15.04	6150	Physical Plant Opera	Communications			
\$106.46	6150	Office of the Dir, P	Communications			
\$201.07	6150	Mechanical Maintenan	Communications			
\$22.18	6150	Info Tech/Network Ad	Communications			
\$10.70	6150	Health Services	Communications			
\$95.70	6150	Evening & Weekend	Communications			

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Des Moines Area Comm College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	532972	\$3,054.26	\$52.73	6150	Economic Development	Communications
			\$78.47	6150	Dental Assistant	Communications
			\$16.98	6150	Office of Exec Dean,	Communications
			\$25.38	6150	Office of Dean, Scie	Communications
			\$44.16	6150	Office of Exec Dean,	Communications
Vital Support Systems	532977	\$22,478.00	\$9,164.00	6150	Campus Communication	Communications
			\$13,314.00	6323	Perry Career Academy	Minor Equipment
Wards Natural Science Est	532980	\$4,790.97	\$1,709.41	6323	Physics/Chemistry/Bi	Minor Equipment
			\$3,081.56	6322	West Campus Equipmen	Materials & Supplies
WebFilings LLC	532982	\$46,005.37	\$32,066.52	6269	WebFilings #2-Job Sp	Other Company Servic
			\$13,938.85	6269	WebFilings, LLC-Job	Other Company Servic
Weitz Company	532983	\$83,882.00	\$8,336.00	6090	Ed Services Equipmen	Maintenance/Repair o
			\$29,634.00	6090	Equip Replacement He	Maintenance/Repair o
			\$42,150.00	7600	Physical Plant Charg	Buildings and Fixed
			\$1,120.00	6090	Equipment Replacemen	Maintenance/Repair o
			\$2,642.00	6090	Buildings Equipment	Maintenance/Repair o
Xerox Corp	532990	\$4,645.50	\$916.53	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$1,891.62	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$1,837.35	6060	Non Tort Equip Maint	Maintenance/Repair o
REPORT TOTAL			\$5,566,888.20			

Ames, Iowa
September 12, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of September, 2011, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and American Home Shield Corporation. 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 American Home Shield Corporation." 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" 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 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 AMERICAN HOME SHIELD CORPORATION

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 American Home Shield Corporation (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:**

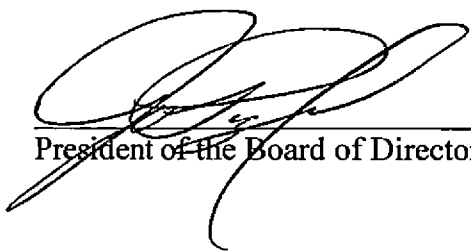
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 12th day of September, 2011.



President of the Board of Directors

ATTEST:

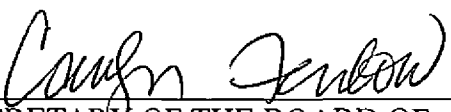


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF STORY)

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 September 12, 2011, 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 12th day of September, 2011.



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 September 12, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and American Home Shield Corporation, Carroll, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 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 Department of Economic Development. 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 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 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 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 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 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 Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED 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 Department of Economic Development 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 the Department.

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 Department of Economic Development, 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 the department.
- (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 Department of Economic Development the amount of penalty determined by the Department. 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 Department of Economic Development 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 Department of Economic Development 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 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 50023

Employer: American Home Shield Corp
1524 Hwy 30 East
Carroll, IA 51401

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

American Home Shield Corp

Community College

Business

[Signature]

Karen C. Parris

Authorized Signature

Authorized Signature

Sue Puel, Board President

Karen C. Parris; S.V.P. Service, QA, TD

Type Name and Title

Type Name and Title

kparris@ahslink.com

Email Address

2006 South Ankeny Blvd.

889 Ridgeway Blvd

Ankeny, IA 50023

Memphis, TN

Address

Address

9-12-11

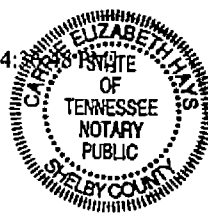
Date

July 18, 2011

Date

260F-4 (03/00)

q:\edg\shared\260f forms\260f training contract.doc[Date&Time:08/26/96:4:30]
Approved as to Form 08/26/96 by DMACC General Counsel



MY COMMISSION EXPIRES:
October 7, 2014

Subscribed and sworn to before me in my Presence, this *18th* day of *July*, *2011*, a Notary Public in and for the County of *Shelby* State of *TN*
Cassie Hays
(Signature) Notary Public
My commission expires *October 2014*

[Signature]

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**American Home Shield Corporation
Project #4**

July 15, 2010

**Training Plan And Budget
For
American Home Shield**

260F Project #4

The following Training Plan reflects the expected training activities for American Home Shield. The company will document the names and social security numbers of the employees who receive training, and will keep track of the 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.

	Total Cost	260F Cost
I. Job Skill Training	\$29,650	\$21,250
The following activities are intended to assist employees of American Home Shield to improve their knowledge and practice of Computer Skills Training, Management/Supervisory training, Sales and Customer Service training, Technical Skills training, Continuous Improvement training, and Professional skill development:		
<ul style="list-style-type: none">• Classes, seminars, and training for software and business system training as it relates to American Home Shield's business. May include Microsoft products training.• Training, classes, and/or seminars to help develop Professional Skills. May include time management, project management, safety, negotiation skills, new employee training, and/or coaching and counseling.• DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.		

American Home Shield (continued)

- Classes, seminars, and training sessions to provide sales and customer service training to American Home Shield employees to help grow the business and create satisfied customers.
- DMACC and/or outside vendors to provide technical skills training. Instruction may include HVAC and/or Principles of Electricity I and II.
- DMACC and/or outside vendors to provide training and/or consulting as it relates to continuous improvement. Classes such as Workplace Lean, Lean 101, Value Stream Mapping, and/or Kaizen may be included.

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or American Home Shield's cash match.

IV. DMACC Project Management Fee

\$ 3,750 \$ 3,750

Totals: \$33,400 \$25,000

Training will begin on July 15, 2010 with completion anticipated for July 15, 2012. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

SECTION 6. TRAINING PLAN

I. Training start date. 7/15/10

II. Training end date. 7/15/12

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

150

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	
Management/Supervisory Training	2,000	20	Value of Wages & Benefits	\$82,680
Sales and Customer Service Training	15,000	150	Value of Facilities	
Computer Skills Training	9,000	50	Value of Equipment:	
Technical Skills Training	2,000	25	Value of Supplies	
Professional Skill Development	1,000	10	Other:	
Continuous Improvement Training	650	10	Total In-Kind Match	\$82,680
Total Training Cost	\$29,650			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$ 29,650
Administration Cost	\$ 3,750
Total Project Cost (training cost + administration cost)	\$ 33,400
Amount of Company Cash Match	\$ 8,400
IDED Award Amount (Maximum award is \$25,000)	\$ 25,000

Ames, Iowa
September 12, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of September, 2011, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and APC Company, 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 APC Company, 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 type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" 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 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 APC COMPANY, 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 APC Company, 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:

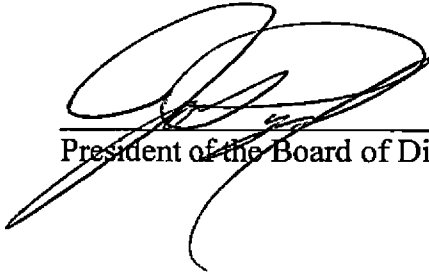
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 12th day of September, 2011.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF STORY)

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 September 12, 2011, 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 12th day of September, 2011.



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 September 12, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and APC Company, Inc., Ankeny, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 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 Department of Economic Development. 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 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 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 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 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 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 Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by DED 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 Department of Economic Development 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 the Department.

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 Department of Economic Development, 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 the department.
- (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 Department of Economic Development the amount of penalty determined by the Department. 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 Department of Economic Development 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 Department of Economic Development 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 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 50023

Employer: APC, Inc.
2425 SE Oak Tree Court
Ankeny, Iowa 50021

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

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

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

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

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

obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



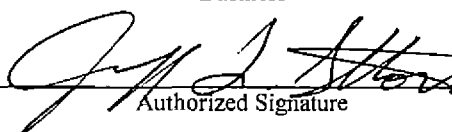
Authorized Signature

Joe Probst, Board President

Type Name and Title

APC, Inc.

Business



Authorized Signature

Jeff Staton, HR Manager

Type Name and Title

jeff.staton@functionalproteins.com

Email Address

2006 South Ankeny Blvd.

2425 SE Oak Tree Court

Ankeny, IA 50023

Address

Ankeny, Iowa 50021

Address

9-12-11

Date

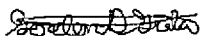
August 12, 2011

Date

260F-4 (03/00)

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



**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**APC Company, Inc.
Project #3**

February 1, 2011

**Training Plan and Budget
For
APC, Inc.
260F Project #3**

The following Training Plan reflects the expected training activities for APC Inc.. 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 staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$12,650	\$11,250

Technical Skills Training – Specific skill training will help individuals acquire and develop the skills necessary to excel in their jobs. Topics may include but are not limited to specific software such as Excel, Word, and Lotus Notes. Training may also include sending employees to conferences/seminar to develop a specific skill set in areas that there are no internal trainers on staff. A portion of these costs will include tuition, registration fees, materials, and travel expenses and will be reimbursed from the 260F program or APC's cash match.

Sales Training – Training will include sending APC sales staff through a training program to sharpen their selling skills and learn new techniques for closing a sale.

Safety Training – A safe working environment is a top priority for APC and appropriate training will be delivered to ensure a preventive plan is in place. Program may include the purchase of OSHA training materials.

II. Management/Supervisory Skills	\$17,000	\$10,000
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Supervisory Training – This may include topics such as Best Practice Management Training, Leadership Development, Drug and Alcohol Recognition training, Respectful Work Environment training, conducting effective performance reviews and other related topics.

Predictive Index Assessment Program for APC Succession Planning Training Project – This assessment will allow the company to evaluate an employee's strengths, weaknesses and personality traits for use in leadership succession planning. Outcomes will lead to the development of customized training programs for key employees.

III. Materials and Supplies	\$0	\$0
IV. Administrative Costs	\$ 3,750	\$3,750

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	\$25,000
--------------	-----------------	-----------------

The training began 2/1/2011 with completion anticipated by 2/1/2013. 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 16 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. 2/1/2011

II. Training end date. 2/1/2013

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

16

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	
Supervisory Training	10,000	20	<i>Value of Wages & Benefits</i>	\$25,352.52
Predictive index Assessment program for APC Succession Planning Training Project	7000	10	<i>Value of Facilities</i>	
Technical Skills Training:	5000	16	<i>Value of Equipment:</i>	\$1,500
Sales Training:	3,825	5	<i>Value of Supplies</i>	\$1,000
Safety Training	3,825	15	<i>Other:</i>	
			<i>Total In-Kind Match</i>	\$27,8552.52
Total Training Cost	\$29,650			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$ 29,650
Administration Cost	\$ 3,750
Total Project Cost	\$ 33,400

Ames, Iowa
September 12, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of September, 2011, at 4:00 p.m., at the DMAACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Capital City Fruit Co. 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 Capital City Fruit Co." 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 type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" 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 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 CAPITAL CITY FRUIT CO.

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 Capital City Fruit Co. (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:

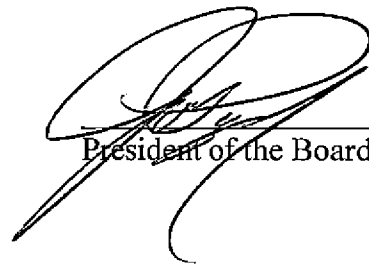
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 12th day of September, 2011.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF STORY)

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 September 12, 2011, 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 12th day of September, 2011.



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 September 12, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Capital City Fruit Co., Norwalk, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 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 Department of Economic Development. 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 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 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 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 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 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 Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED 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 Department of Economic Development 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 the Department.

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 Department of Economic Development, 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 the department.
- (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 Department of Economic Development the amount of penalty determined by the Department. 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 Department of Economic Development 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 Department of Economic Development 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 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 50023

Employer: Capital City Fruit
1505 "N" Ave
Norwalk, IA 50211

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

Capital City Fruit

Community College

Business

Authorized Signature

Authorized Signature

Type Name and Title

Type Name and Title

dennis@capitalcityfruit.com
Email Address

2006 South Ankeny Blvd.

1505 North Ave.

Ankeny, IA 50023

Newark, IA. 50211

Address

Address

9-12-11

July 11, 2011

Date

Date

260F-4 (03/00)

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

~~Signature~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Capital City Fruit Co.
Project #1**

February 8, 2011

**Training Plan and Budget
For
Capital City Fruit
260F Project**

The following Training Plan reflects the expected training activities for Capital City Fruit. 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 Capital City Fruit staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$ 15,000.00	\$ 12,000.00
DMACC or another outside vendor may do training that includes but is not limited to the following: LEAN Manufacturing, Negotiations, Conflict Management, Dealing with Difficult People, Sales, Dealing with Change, Safety, Computer software skills, College courses toward an AA or 4-year degree. The training may consist of classroom training, webinars, consulting and other forms of training.		
II. Management/Supervisory Skills	\$10,000.00	\$8,000.00
DMACC or another outside vendor may do training that includes but is not limited to the following: Delegation, Leadership Development, Accountability and Execution, Leadership Consulting, Coaching, and Change Management. The training may consist of classroom training, webinars, consulting and other forms of training.		
III. Materials and Supplies	\$ 4588.00	\$1250.00
The company may purchase books, videos and other training supplies to support the training initiative.		
IV. Administrative Costs	\$ 3750.00	\$ 3750.00

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

Total	\$33,338.00	\$25,000.00
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The training began 2/8/11 with completion anticipated 2/8/13 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.

SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 2-8-11

II. Training end date. 2-8-13

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

35

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	\$15,000.00	25	Value of Wages & Benefits	\$5,000.00
Management/Supervisory	\$10,000.00	10	Value of Facilities	\$4,500.00
Training Materials	\$4,588.00		Value of Equipment:	
			Value of Supplies	\$1,000.00
			Other:	
			Total In-Kind Match	\$10,500.00
Total Training Cost	\$29,588.00			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$29,588.00
Administration Cost	\$3,750.00
Total Project Cost (training cost + administration cost)	\$33,338.00
Amount of Company Cash Match	\$8,338.00
IDED Award Amount (Maximum award is \$25,000)	\$25,000.00

Ames, Iowa
September 12, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of September, 2011, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

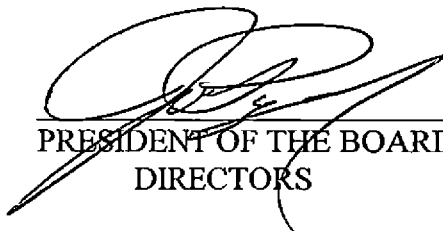
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning a Retraining Agreement between the College and The Graphic Edge, 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 The Graphic Edge, 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 type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" 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 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 THE GRAPHIC EDGE, 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 The Graphic Edge, 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:

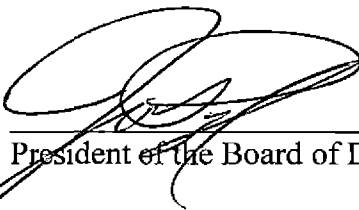
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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.

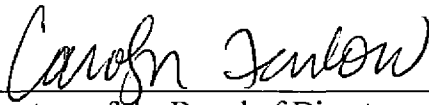
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of September, 2011.



President of the Board of Directors

ATTEST:

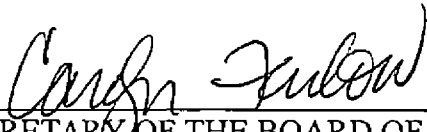


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF STORY)

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 September 12, 2011, 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 12th day of September, 2011.



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 September 12, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and The Graphic Edge, Inc., Carroll, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 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 Department of Economic Development. 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 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 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 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 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 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 Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED 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 Department of Economic Development 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 the Department.

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 Department of Economic Development, 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 the department.
- (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 Department of Economic Development the amount of penalty determined by the Department. 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 Department of Economic Development 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 Department of Economic Development 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 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 50023

Employer: The Graphic Edge, Inc.
743 Hwy 30 East
Carroll, IA 51401

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

The Graphic Edge, Inc.

Business

Authorized Signature

Authorized Signature

Joe Pugh, Board President

Type Name and Title

Peggy A. Sanders, HR Director

Type Name and Title

psanders@thegraphicedge.com

Email Address

2006 South Ankeny Blvd.

743 Hwy 30 E

Ankeny, IA 50023

Address

Carroll, IA 51401

Address

9-12-11

Date

8.2.11

Date

260F-4 (03/00)

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

~~Signature~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**The Graphic Edge, Inc.
Project #1**

January 1, 2012

**Training Plan And Budget
For
The Graphic Edge
260F Project #1**

The following Training Plan reflects the expected training activities for The Graphic Edge. The company will document the names and social security numbers of the employees who receive training, and will keep track of the 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.

	Total Cost	260F Cost
I. Job Skill Training	\$29,650	\$21,250

The following activities are intended to assist employees of The Graphic Edge to improve their knowledge and practice of Professional Skill Development, Safety training, Customer Service and Sales Training, Management training, Computer Skills Training, and Continuous Improvement training:

- Training, classes, and/or seminars to help develop Professional Skills. May include time management, project management, safety, negotiation skills, FMLA, Sexual Harassment, Problem Solving, Communications, and/or coaching and counseling.
- DMACC and/or outside vendors to provide Safety training as it relates to OSHA standards. May include ergonomic safety training.
- DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.

The Graphic Edge (continued)

- Classes, seminars, and training sessions to provide sales and customer service training to The Graphic Edge employees to help grow the business and create satisfied customers.
- Classes, seminars, and training for software and business system training as it relates to The Graphic Edge's business. May include Microsoft products training.
- DMACC and/or outside vendors to provide training and/or consulting as it relates to continuous improvement. Classes such as Workplace Lean, Lean 101, Value Stream Mapping, and/or Kaizen may be included.

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or The Graphic Edge's cash match.

IV. DMACC Project Management Fee

\$ 3,750

\$ 3,750

Totals:

\$33,400

\$25,000

Training will begin on January 1, 2012 with completion anticipated for January 1, 2014. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

SECTION 6. TRAINING PLAN

I. Training start date. 1/1/12

II. Training end date. 1/1/14

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

50

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	
Professional Skill Development	\$15,000	50	Value of Wages & Benefits	\$40,068
Safety Training	\$2,000	10	Value of Facilities	
Customer Service and Sales Training	\$6,000	10	Value of Equipment:	
Management/Supervisory Training	\$4,000	5	Value of Supplies	
Computer Skills Training	\$1,650	5	Other:	
Lean and Continuous Improvement Training	\$1,000	10	Total In-Kind Match	\$40,068
Total Training Cost	\$29,650			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$ 29,650
Administration Cost	\$ 3,750
Total Project Cost (training cost + administration cost)	\$ 33,400
Amount of Company Cash Match	\$ 8,400

Ames, Iowa
September 12, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of September, 2011, at 4:00 p.m., at the DMAACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Landmark Machine Company, 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 Landmark Machine Company, 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 type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" 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 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 LANDMARK MACHINE COMPANY, 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 Landmark Machine Company, 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:

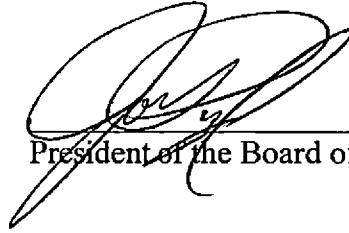
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 12th day of September, 2011.



President of the Board of Directors

ATTEST:

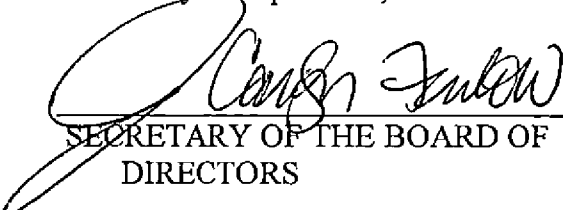


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF STORY)

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 September 12, 2011, 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 12th day of September, 2011.



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 September 12, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Landmark Machine Company, Inc., Huxley, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 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 Department of Economic Development. 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 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 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 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 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 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 Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED 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 Department of Economic Development 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 the Department.

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 Department of Economic Development, 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 the department.
- (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 Department of Economic Development the amount of penalty determined by the Department. 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 Department of Economic Development 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 Department of Economic Development 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 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 50023

Employer: Landmark Machine Company
510 East First Street
Huxley, IA 50124

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

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

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

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

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

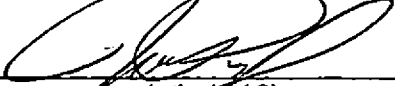
obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College




Authorized Signature

Joe Pugh, Board President

Type Name and Title

Landmark Machine Company

Business



Authorized Signature

Jodi Damman Sec / Treas

Type Name and Title

LMC@Huxcomm.net

Email Address

2006 South Ankeny Blvd.

510 East First Street

Ankeny, IA 50023

Address

Huxley, IA 50124

Address

9-12-11

Date

7-20-11

Date

260F-4 (03/00)

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

~~Section 7.6~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Landmark Machine Company, Inc.
Project #1**

February 1, 2011

**Training Plan and Budget
For
Landmark Machine Company, Inc.
260F Project #1**

The following Training Plan reflects the expected training activities for Landmark Machine Company, Inc.. 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 staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$29,650	\$21,250

Advanced Training for CNC Equipment and Set-up Operation – Advanced training is needed for employees on CNC Lathes and Mills. Current CNC operators need to sharpen skills as well as cross training for coverage during vacations and evening hours.

Advanced 2D and 3D Programming for CNC – Programmer using MasterCam software has not had upgrade training in the past 5 years. Company needs to update skills and train a second programmer.

IT Computer Software Training – Company does not have anyone with formal training to handle IT issues. It will increase productivity to train 2 employees to be IT leads. Training will take place in a classroom setting.

Product marketing and web sales – Employee will be trained to handle proprietary product sales via internet including website design and management.

Manufacturing Supplier Certification Training – ISO compliance is necessary in order to obtain customer supplier certification which will expand customer base and sales opportunities.

II. Management/Supervisory Skills	\$0	\$0
III. Materials and Supplies	\$0	\$0
IV. Administrative Costs	\$ 3,750	\$3,750

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	\$25,000
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The training began 2/1/2011 with completion anticipated by 2/1/2013. 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 8 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.	<u>2/1/2011</u>
II. Training end date.	<u>2/1/2013</u>
Note- Training plans can be written for a maximum of two years	
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>8</u>

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	
Advanced training for CNC equipment Setup & Operation	\$4,445	4	Value of Wages & Benefits	\$ 6,508.80
Advanced 2D & 3D programming for CNC equipment using MasterCam/Solidworks software.	\$4,445	4	Value of Facilities	
Training in IT / Computer Software	\$2,965	2	Value of Equipment:	
Product Marketing & website sales	\$2,965	2	Value of Supplies	\$ 1,000
Mfg Supplier Certification training including Quality Assurance System to become ISO Compliant	\$14,830	9	Other:	
			Total In-Kind Match	\$ 7,508.80
Total Training Cost	\$29,650			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$ 29,650
Administration Cost	\$ 3,750
Total Project Cost (training cost + administration cost)	\$ 33,400

Ames, Iowa
September 12, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of September, 2011, at 4:00 p.m., at the DMAACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. 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"/>
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Matters were discussed concerning a Retraining Agreement between the College and SPAL-USA, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and SPAL-USA, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
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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 A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND SPAL-USA, INC.

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

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

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

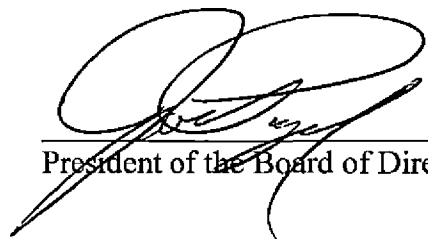
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 12th day of September, 2011.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF STORY)

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 September 12, 2011, 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 12th day of September, 2011.



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 September 12, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and SPAL-USA, Inc., Ankeny, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 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 Department of Economic Development. 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 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 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 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 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 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 Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED 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 Department of Economic Development 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 the Department.

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 Department of Economic Development, 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 the department.
- (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 Department of Economic Development the amount of penalty determined by the Department. 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 Department of Economic Development 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 Department of Economic Development 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 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 50023

Employer: Spal USA

1731 SE Oralabor Road

Ankeny, IA 50021

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

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

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

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

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

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

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

Des Moines Area Community College
Community College

Spal USA
Business

Authorized Signature

Authorized Signature

Joe Pugh, Board President
Type Name and Title

Anne Wegner
Finance + Human Resources Manager
Type Name and Title

Email Address

2006 South Ankeny Blvd.

1731 SE Oralabor Road

Ankeny, IA 50023
Address

Ankeny, IA 50021
Address

9-12-11
Date

7/20/11
Date

260F-4 (03/00)
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Approved as to Form 08/26/96 by DMACC General Counsel

~~Severance~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**SPAL-USA, Inc.
Project #2**

January 3, 2011

**Training Plan and Budget
For
SPAL USA
260F Project #2**

The following Training Plan reflects the expected training activities for SPAL USA . The company will participate in some, if not all, of the following activities. The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$25,650	\$18,750

Technology – Employees will attend conventions, classes, seminars, and training on Information Technology which will provide expertise on the products SPAL USA uses to distribute goods and services to its customers. Training may include customs coordinator training, Crystal Reports/SQL reporting, Cisco phone training, IT warehouses and Radio Beacon.

Continuous Improvement – ISO Certification and various Continuous Improvement courses and consulting will be provided.

Computer Training – Communications and Sales courses, seminars, on-site consulting, and training for software and business system training as it relates to SPAL USA’s business will be offered. Training may include Microsoft products training, Windows Sharepoint Services, Communications, Selling and Customer Service.

Customer Service and Sales – Classes, seminars and training sessions to provide sales and customer service training to SPAL USA employees will help grow the business and provide superior customer service.

II. Management/Supervisory Skills	\$3,000	\$1,500
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Training, classes, seminars and consulting may be provided to help develop employee’s professional skills. Courses may include but are not limited to time management, supervisory skills, communication and customer service. A portion of these costs will include tuition, registration fees, materials, and travel expenses and will be reimbursed from the 260F program or SPAL USA’s cash match.

III. Materials and Supplies

\$1,000

\$1,000

Learning resources may be purchased for the training. These could include but are not limited to training manuals, software, DVDs, reference materials and audio visual equipment.

IV. Administrative Costs

\$ 3,750

\$3,750

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

\$25,000

The training began 1/3/11 with completion anticipated by 1/3/13. 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 12 unduplicated employees and will show, at the completion of the contract, \$8,338 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.	<u>1/3/2011</u>	
II. Training end date.	<u>1/3/2013</u>	
Note- Training plans can be written for a maximum of two years		
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.		12

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
			Value of Wages & Benefits	Value of Facilities
Computer Skills/Technology	5,000	4		11,028.86
Continuous Improvement	2,000	1		
Supervisory/Management	3,000	2	Value of Equipment:	1,000
Sales and Customer Service	18,650	7	Value of Supplies	
			Other:	
Materials	1,000		Total In-Kind Match	12,028.86
Total Training Cost	\$29,650.00			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$ 29,650
Administration Cost	\$ 3,750
Total Project Cost (training cost + administration cost)	\$ 33,400
Amount of Company Cash Match	\$ 8,400
IDED Award Amount (Maximum award is \$25,000)	\$ 25,000

Des Moines Area Community College



FINANCIAL STATEMENTS FOR AUGUST 31, 2011 AND THE TWO MONTHS THEN ENDED

#19

DMACC Fund Descriptions

Fund 1 – General Unrestricted Fund

This fund is used to account for the general operations of the College. These funds are available for any legally authorized purpose and are, therefore, used to account for all revenue and expenditures for activities not provided for in other funds. The organizational units to be financed through this fund are those which are generally directly concerned with the operation and support of the educational programs of the College as a whole.

Fund 2 – General Restricted Fund

This fund is used to account for resources that are available for the operation and support of the educational programs, but are restricted as to their use by outside agencies or donors.

Fund 3 – Auxiliary Fund

These funds are unrestricted, but they have been designated for a particular use. They account for activities intended primarily to provide non-instructional services or sales to students, staff, and/or institutional departments, and which are in addition to the educational and general objectives of the College.

Fund 4 – Agency Fund

This fund is used to account for assets held by the College as custodian or fiscal agent for others.

Fund 5 – Scholarship Fund

This fund accounts for the receipt and disbursement of scholarship awards to students, primarily PELL grants.

Fund 6 – Loan Fund

This fund accounts for the receipt and disbursement of funds relating to student loans.

Fund 7 – Plant Fund

This fund is used to account for transactions relating to investment in College properties. They include amounts which have been appropriated or designated for purchase of land, improvements, buildings, and equipment, the retirement of indebtedness and the administration of the physical plant.

**DES MOINES AREA COMMUNITY COLLEGE
MONTHLY FINANCIAL REPORT
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BALANCE SHEET & ATTACHMENTS:

- 1 Balance Sheet - All Funds
- 2 Statement of Revenue, Expenditures & Changes in Fund Balance
- 3 Cash In Banks and Investments
- 4 Detail of Liabilities

BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS

- 5 Budget Balance Report All Funds
- 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. Beginning Fund Balances are subject to change based on auditor's final adjustments.



Joe A. Robbins, Controller

**Des Moines Area Community College
Balance Sheet
August 31, 2011**

	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
ASSETS								
Current Assets:								
Cash in Banks and Investments	\$ 10,904,939	\$ 60,618,171	\$ 7,383,764	\$ 1,729,026	\$ 55,358	\$ (373,315)	\$ (2,544,191)	\$ 77,773,752
Accounts Receivable	30,108,113	63,557,153	50,068	52,193	-	-	1,450,000	95,217,527
Student Loans	-	-	-	-	-	521,733	-	521,733
Deposits & Prepaid Expenses	61,304	-	-	-	-	-	-	61,304
Inventories	41,480	-	152,227	-	-	-	-	193,707
Due to/from Other Funds	-	5,259,000	-	-	-	-	-	5,259,000
Total Current Assets	41,115,836	129,434,324	7,586,059	1,781,219	55,358	148,418	(1,094,191)	179,027,023
Fixed Assets:								
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	-	-	-	-	-	-	83,941,792	83,941,792
TOTAL ASSETS	\$ 41,115,836	\$ 129,434,324	\$ 7,586,059	\$ 1,781,219	\$ 55,358	\$ 148,418	\$ 82,847,601	\$262,968,815
LIABILITIES AND FUND BALANCES								
Liabilities:								
Current Liabilities	\$ 26,317,385	\$ 54,429,890	\$ 125,705	\$ 15,971	\$ -	\$ -	\$ 141,359	\$ 81,030,310
Long Term Liabilities	-	71,467,130	3,642,342	-	-	-	9,316,956	84,426,428
Deposits Held in Custody for Others	13,750	-	-	1,765,248	-	-	-	1,778,998
Total Liabilities	26,331,135	125,897,020	3,768,047	1,781,219	-	-	9,458,315	167,235,736
Fund Balance:								
Unrestricted	14,784,701	-	3,818,012	-	-	-	-	18,602,713
Restricted-Specific Purposes	-	3,537,304	-	-	55,358	148,418	2,446,494	6,187,574
Net Investment in Plant	-	-	-	-	-	-	70,942,792	70,942,792
Total Fund Balance	14,784,701	3,537,304	3,818,012	-	55,358	148,418	73,389,286	95,733,079
TOTAL LIABILITIES & FUND BAL	\$ 41,115,836	\$ 129,434,324	\$ 7,586,059	\$ 1,781,219	\$ 55,358	\$ 148,418	\$ 82,847,601	\$262,968,815

Des Moines Area Community College
Statement of Revenue, Expenditures and Changes in Fund Balances
For the Two Months Ended August 31, 2011

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Revenue:								
Tuition and Fees	\$ 9,956,766	\$ 200	\$ 75,625	\$ 280	\$ -	\$ -	\$ -	\$ 10,032,871
Local Support (Property Taxes)	1,072,875	55,809	-	-	-	-	1,072,874	2,201,558
State Support	4,312,200	77,814	-	1,364	-	-	-	4,391,378
Federal Support	1,006,010	178,342	-	1,424	-	-	-	1,185,776
Sales and Services	38,320	576	513,378	186,632	-	-	4,322	743,228
Training Revenue / Fund 1 ACE	410,899	2,083,725	-	-	-	-	-	2,494,624
Other Income	191,828	124,290	88,668	176,194	-	3,315	2,125	586,420
Total Revenue	<u>16,988,898</u>	<u>2,520,756</u>	<u>677,671</u>	<u>365,894</u>	<u>-</u>	<u>3,315</u>	<u>1,079,321</u>	<u>21,635,855</u>
Transfers In - General	104,000	15,000	-	7,912	-	-	219,034	345,946
Total Revenue and Transfers In	<u>\$ 17,092,898</u>	<u>\$ 2,535,756</u>	<u>\$ 677,671</u>	<u>\$ 373,806</u>	<u>\$ -</u>	<u>\$ 3,315</u>	<u>\$ 1,298,355</u>	<u>\$ 21,981,801</u>
Expenditures:								
Instruction	\$ 7,661,669	\$ 6,207,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,869,642
Academic Support	1,925,584	17,770	-	-	-	-	-	1,943,354
Student Services	1,261,102	165,494	-	-	-	-	-	1,426,596
Institutional Support	4,665,494	1,813,375	-	-	-	-	-	6,478,869
Operation and Maintenance of Plant	1,094,892	1,515,082	-	-	-	-	-	2,609,974
Auxiliary Enterprise Expenditures	-	-	376,168	-	-	-	-	376,168
Scholarship Expense	-	-	-	-	15,147	-	-	15,147
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	2,173,324	2,173,324
Agency Fund Expense	-	-	-	171,854	-	-	-	171,854
Total Expenditures	<u>16,608,741</u>	<u>9,719,694</u>	<u>376,168</u>	<u>171,854</u>	<u>15,147</u>	<u>-</u>	<u>2,173,324</u>	<u>29,064,928</u>
Transfers Out - General	219,934	119,000	-	7,012	-	-	-	345,946
Total Expenditures and Transfers Out	<u>16,828,675</u>	<u>9,838,694</u>	<u>376,168</u>	<u>178,866</u>	<u>15,147</u>	<u>-</u>	<u>2,173,324</u>	<u>29,410,874</u>
Net Increase (Decrease) for the Period	264,223	(7,302,938)	301,503	194,940	(15,147)	3,315	(874,969)	(7,429,073)
Fund Balance at Beginning of Year	14,520,478	10,840,242	3,516,509	975,801	70,505	145,103	74,264,255	104,332,893
Fund Balance at End of Period	<u>\$ 14,784,701</u>	<u>\$ 3,537,304</u>	<u>\$ 3,818,012</u>	<u>\$ 1,170,741</u>	<u>\$ 55,358</u>	<u>\$ 148,418</u>	<u>\$ 73,389,286</u>	<u>\$ 96,903,820</u>

**DES MOINES AREA COMMUNITY COLLEGE
INVESTMENT RECAP
August 31, 2011**

DEPOSITORY ACCOUNTS

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 3,492,007	0.05%	Money Market
Various Checking Accounts	\$ 481,803	0.40%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ 378,481	0.35%	Money Market
Sub Total	\$ 4,352,290		

DMACC INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
West Bank		\$ 17,059,891	0.40%	Investment Account
Wells Fargo		\$ 7,553,718	0.35%	Investment Account
Sub Total		\$ 24,613,608		

ISJIT INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Calculated Term Months</u>
Bankers Trust - Des Moines	June 7, 2011	\$ 2,000,000	0.70%	June 1, 2012	12.0
Bankers Trust - Cedar Rapids	June 7, 2011	\$ 2,000,000	0.70%	June 1, 2012	12.0
Bankers Trust - Des Moines	June 7, 2011	\$ 1,500,000	0.35%	December 1, 2012	18.1
Bankers Trust - Des Moines	June 7, 2011	\$ 500,000	0.85%	December 1, 2012	18.1
Bankers Trust - Cedar Rapids	June 7, 2011	\$ 1,500,000	0.35%	December 1, 2012	18.1
Bankers Trust - Cedar Rapids	June 7, 2011	\$ 500,000	0.85%	December 1, 2012	18.1
Bankers Trust - Des Moines	December 10, 2010	\$ 2,610,000	1.10%	May 30, 2013	30.1
Bankers Trust - Des Moines	June 7, 2011	\$ 1,650,000	1.05%	June 1, 2013	24.2
Bankers Trust - Cedar Rapids	June 7, 2011	\$ 1,650,000	1.05%	June 1, 2013	24.2
Bankers Trust - Des Moines Money Market		\$ 1,920,486	0.35%	Money Market	

Federal Home Loan Mortgage Corporation	December 28, 2009	\$ 91,363	0.48%	September 1, 2011	20.4
Federal Home Loan Bank	March 31, 2011	\$ 103,337	0.40%	November 15, 2011	7.6
Federal Home Loan Bank	March 31, 2011	\$ 5,045,550	0.43%	November 15, 2011	7.6
Federal National Mortgage Association	August 9, 2011	\$ 38,084	0.36%	January 12, 2012	5.2
Federal Home Loan Bank	August 8, 2011	\$ 40,344	0.25%	January 26, 2012	5.7
Federal National Mortgage Association	August 10, 2011	\$ 25,532	0.31%	February 13, 2012	6.2
US Bancorp	August 5, 2011	\$ 101,207	0.25%	March 13, 2012	7.4
Federal Farm Credit Bank	August 8, 2011	\$ 35,914	0.30%	March 16, 2012	7.4
Federal Home Loan Mortgage Corporation	March 31, 2011	\$ 4,580,370	0.29%	March 23, 2012	11.9
Bank of The West	August 5, 2011	\$ 101,220	0.25%	March 27, 2012	7.8
Federal Farm Credit Bank	August 9, 2011	\$ 25,752	0.41%	April 12, 2012	8.2
Federal Farm Credit Bank	August 10, 2011	\$ 91,298	0.20%	April 24, 2012	8.6
Citigroup	August 8, 2011	\$ 34,437	0.36%	April 30, 2012	8.9
Fannie Mae	March 31, 2011	\$ 1,996,544	0.61%	May 15, 2012	13.7
Private Export Funding Corp	August 9, 2011	\$ 15,612	0.35%	May 15, 2012	9.3
Federal Home Loan Bank	December 15, 2010	\$ 7,562,513	1.13%	May 18, 2012	17.3
Federal National Mortgage Association	August 9, 2011	\$ 207,232	0.20%	May 18, 2012	9.4
Federal National Mortgage Association	August 4, 2011	\$ 1,048,620	0.33%	August 1, 2012	12.1
Wells Fargo - Ankeny	August 3, 2011	\$ 1,165,000	0.65%	November 15, 2012	15.7
Federal National Mortgage Association	August 17, 2011	\$ 37,611	4.76%	March 1, 2013	18.7
Federal Farm Credit Bank	March 31, 2011	\$ 1,497,521	1.01%	May 3, 2013	25.5
Wells Fargo - Ankeny	August 3, 2011	\$ 2,020,000	0.65%	May 15, 2013	21.7
Federal Home Loan Mortgage Corporation	October 1, 2010	\$ 1,009,120	1.00%	May 28, 2013	32.3
Federal Home Loan Bank	August 16, 2011	\$ 470,000	1.00%	May 16, 2014	33.5
Federal Home Loan Bank	December 21, 2010	\$ 344,586	1.00%	May 23, 2014	41.6
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 308,285	3.40%	July 14, 2014	47.8
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 31,714	3.40%	July 14, 2014	47.8
Federal National Mortgage Association	August 12, 2010	\$ 300,000	1.00%	August 9, 2016	73.0
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 6,189	1.00%	July 25, 2028	218.6
Wells Fargo - Ankeny Money Market		\$ 3,288,409	0.35%	Money Market	
ISJIT Diversified Fund		\$ 1,353,684	0.04%	Money Market	

Total ISJIT Investments

\$ 48,807,532 0.05% last month 0.16% last year

Grand Total of Investments

\$ 77,773,431

Grand Total Weighted Average

0.69%
0.52% last month
1.05% last year

DES MOINES AREA COMMUNITY COLLEGE
Detail of Liabilities
August 31, 2011

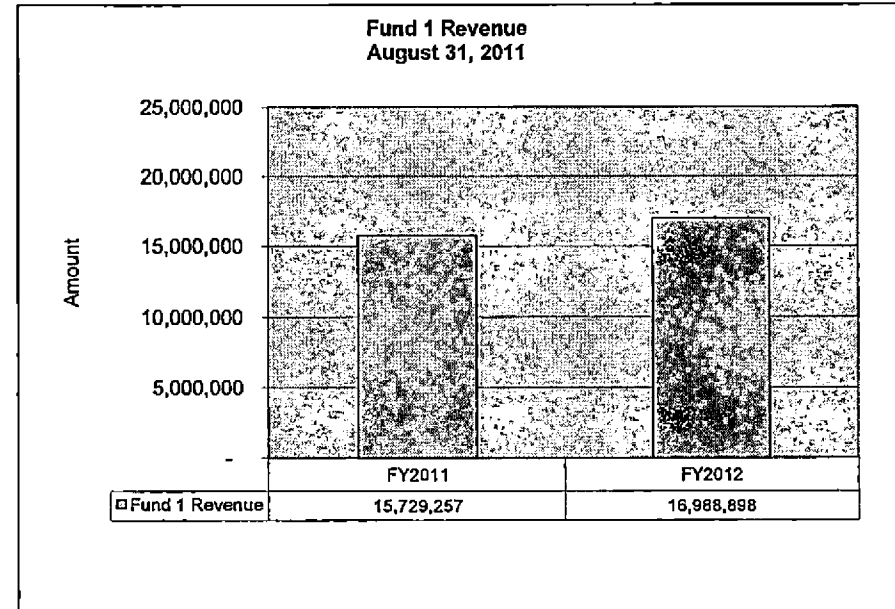
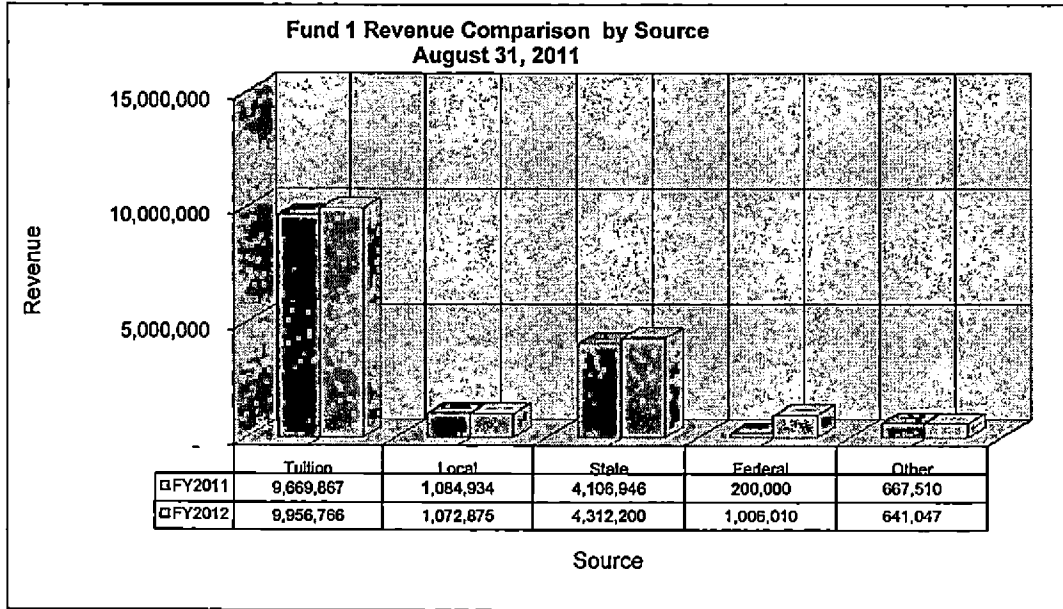
	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Payables:								
Trade Accounts Payable	\$ 2,717,972	\$ 4,027,298	\$ 24,635	\$ 6,971	\$ -	\$ -	\$ 80,498	\$ 6,857,374
Long Term Payables (Bonds)	-	71,655,000	3,690,000	-	-	-	4,050,000	79,395,000
Unamortized Discount on Bonds	-	(394,883)	(53,460)	-	-	-	-	(448,343)
Unamortized Premium on Bonds	-	207,013	5,802	-	-	-	7,956	220,771
Interest Payable	-	266,311	36,070	-	-	-	23,158	325,539
Accrued Liabilities:								
Wages and Salary	3,479,901	351,523	20,000	9,000	-	-	2,000	3,862,424
Accrued Vacation	1,450,000	180,000	45,000	-	-	-	5,000	1,680,000
Early Retirement - Insurance	-	2,804,632	-	-	-	-	-	2,804,632
Other Post-Employment Benefits	-	2,979,856	-	-	-	-	-	2,979,856
Employee deductions and benefits	(767,594)	-	-	-	-	-	-	(767,594)
Due to Other Funds:	-	-	-	-	-	-	5,259,000	5,259,000
Due to DMACC Foundation:	-	-	-	-	-	-	-	-
Deferred Revenue:								
Tuition and Fees	19,410,752	-	-	-	-	-	-	19,410,752
Property Tax	-	-	-	-	-	-	-	-
Other	26,354	-	-	-	-	-	30,703	57,057
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	13,797,567	-	-	-	-	-	13,797,567
260E Training Funds	-	28,416,739	-	-	-	-	-	28,416,739
260E Administrative Fees	-	1,605,964	-	-	-	-	-	1,605,964
Other Liabilities:								
Funds Held in Trust / Deposits	13,750	-	-	594,507	-	-	-	608,257
Fund Balance	-	-	-	1,170,741	-	-	-	1,170,741
Deferred Compensation Account	-	-	-	-	-	-	-	-
Total	\$ 26,331,135	\$ 125,897,020	\$ 3,768,047	\$ 1,781,219	\$ -	\$ -	\$ 9,458,315	\$ 167,235,736

Des Moines Area Community College
Fiscal Year Ending June 30, 2012 Budget Report
Summary by Fund (All Funds)
For The Two Months Ended August 31, 2011

<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>
Revenue						
Unrestricted Current	1	\$ 98,605,810	\$ 98,756,413	\$ 17,092,898		\$ 81,663,515
Restricted Current	2	38,746,597	39,051,218	2,535,756		36,515,462
Auxiliary	3	3,528,542	3,530,542	677,671		2,852,871
Agency	4	1,388,397	1,383,997	373,806		1,010,191
Scholarship	5	30,717,108	30,919,080	-		30,919,080
Loan	6	5,000	5,000	3,315		1,685
Plant (Note 1)	7	9,330,622	9,292,929	1,298,355		7,994,574
Total Revenue		\$ 182,322,076	\$ 182,939,179	\$ 21,981,801		\$ 160,957,378
Expenditures						
Unrestricted Current	1	\$ 100,719,434	\$ 100,706,556	\$ 16,828,675	\$ 46,381,437	\$ 37,496,444
Restricted Current	2	39,423,594	40,527,627	9,838,694	4,770,068	25,918,865
Auxiliary	3	3,473,279	3,535,795	376,168	1,269,681	1,889,946
Agency	4	1,347,477	1,345,247	178,866	111,217	1,055,164
Scholarship	5	30,717,108	30,919,080	15,147	-	30,903,933
Loan	6	5,000	5,000	-	-	5,000
Plant (Note 1)	7	10,729,330	10,788,116	2,173,324	1,069,366	7,545,426
Total Expenditures		\$ 186,415,222	\$ 187,827,421	\$ 29,410,874	\$ 53,601,769	\$ 104,814,778

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

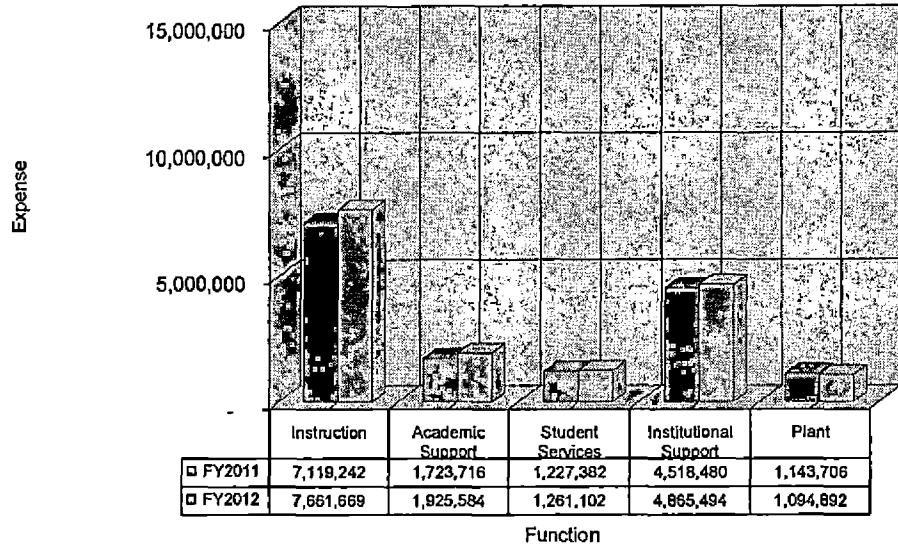
**Des Moines Area Community College
Revenue Comparison With Prior Year
For The Two Months Ended August 31, 2011**



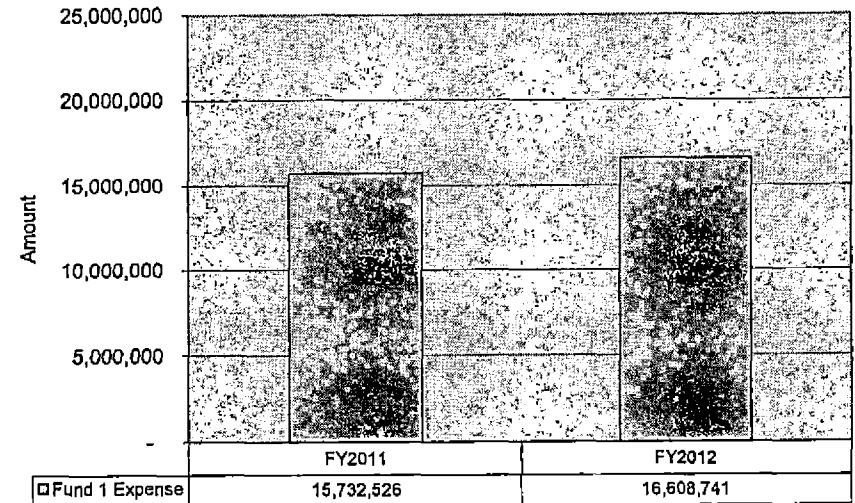
Tuition Increase	2.97%
Overall Increase	8.01%

**Des Moines Area Community College
Expense Comparison With Prior Year
For The Two Months Ended August 31, 2011**

**Fund 1 Expense Comparison by Function
August 31, 2011**



**Fund 1 Expense
August 31, 2011**



Overall Increase 5.57%

**DMACC REVENUE AND EXPENDITURES
(Including Transfers)
For The 2 Months Ended August 31, 2011**

