

Des Moines Area Community College

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Board of Directors Meeting Minutes

7-11-2011

Board of Directors Meeting Minutes (July 11, 2011)

DMACC

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Board of Directors
Des Moines Area Community College

Regular Board Meeting
July 11, 2011 – 4:00 p.m.

DMACC West Campus, Room 118-119E
5959 Grand Avenue
West Des Moines, Iowa

AGENDA

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Anthony Paustian; Provost, West Campus

Jan LaVille; English Professor

Kim Linduska; Executive Vice President for Academic Affairs
6. Consent Items.
 - a. Consideration of minutes from June 13, 2011 Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 11-074. City of Arcadia T.I.F. Extension.
8. Board Report 11-075. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Mid Iowa Refrigeration, Inc. dba Goodwin Tucker Group.**
9. Board Report 11-076. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Progress Industries Project #5.**

10. Board Report 11-077. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Sears, Roebuck and Co.**
11. Board Report 11-078. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **MJM Holdings, Inc. dba Speck USA, Inc. Project #2.**
12. Board Report 11-079. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Appcore, LLC.**
13. Board Report 11-080. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **DeskActive, Inc.**
14. Board Report 11-081. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **GCommerce, Inc. Project #5.**
15. Board Report 11-082. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Thombert, Inc. Project #5.**
16. Board Report 11-083. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Vermeer Manufacturing Company.**
17. Board Report 11-084. Request for Proposals for Audit Services.
18. Board Report 11-085. Approve Naming of Perry Career Academy.
19. Board Report 11-086. Approval of the Grow Iowa Values Fund Allocation for FY 2012.
20. Board Report 11-087. Revision of the Des Moines Area Community College Affirmative Action Plan.
21. Board Report 11-088. DMACC 2012 – 2013, 2013 – 2014, and 2014 - 2015 Academic Calendars.
22. Financial Update.
23. President's Report.
24. Committee Reports.

25. Board Members' Reports.

26. Information Items:

- July 27-29 – IACCT State Convention, Ankeny (Hosted by DMACC)
- August 8 – DMACC Telephonic Board meeting (only if needed)
- September 5 – Holiday; All campuses closed.
- October 21 – Fall President's Day

27. Adjourn

Board of Directors
Des Moines Area Community College

REGULAR BOARD
MEETING
July 11, 2011

The regular meeting of the Des Moines Area Community College Board of Directors was held at DMACC's West Campus on July 11, 2011. Board Chair Joe Pugel called the meeting to order at 4:05 p.m.

ROLL CALL

Members present: Fred Buie, Jim Knott, Ben Norman, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Members absent: Jeff Hall, Kevin Halterman and *Cheryl Langston (due to technical difficulties)*.

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

CONSIDERATION OF
TENTATIVE AGENDA

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

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

PUBLIC COMMENTS

None.

PRESENTATIONS

Anthony Paustian, Provost of West Campus, welcomed everyone to DMACC's West campus, reviewed enrollment statistics and then introduced Mark Phillips, a current DMACC student who is also a Simpson College graduate. Mark played basketball at the Wild West tournament at West campus, decided to take telecom classes at the campus and stated that DMACC has been a great experience for him. Paustian then highlighted several activities and updates to the campus and reported that West Campus has officially been designated as a tourist attraction.

Kim Linduska, Executive Vice President of Academic Affairs, stated that Jan LaVille was unable to attend this meeting. Linduska then provided an overview of 17 standards of the honors program currently being developed at the college. DMACC will start to market the honors program this fall, and Linduska believes this program will be a significant retention tool for the college.

Linduska provided a brief overview of our Faculty Professional Development Plan. She then introduced Sandy Tryon, Executive Director of Human Resources and the Chair of the group overseeing the plan. Tryon presented general information and stated that they designed the plan around what the very best teachers do. Margi Boord, Associate Executive Director of Human Resources, provided information on the speakers who will be presenting at future Faculty Development Days.

CONSENT ITEMS

Buie moved; seconded by Tursi to approve the consent items: a) Minutes from the June 13, 2011 Regular Board Meeting b) Human Resources Report (Attachment #1) and c) Payables (Attachment #2).

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

CITY OF ARCADIA TIF EXTENSION

Board Report 11-074. Attachment #3. Tursi moved; seconded by Buie to approve the resolution to allow the City of Arcadia to use incremental property tax revenues for up to fifteen years.

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

APPROVE RETRAINING OR TRAINING AGREEMENTS

Norman moved; seconded by Tursi to approve Items #8-16 as one consent item.

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

Mid Iowa Refrigeration, Inc. dba Goodwin Tucker Group

Board Report 11-075. 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 **Mid Iowa Refrigeration, Inc. dba Goodwin Tucker Group**.

Progress Industries Project #5

Board Report 11-076. 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 **Progress Industries Project #5**.

Sears, Roebuck and Co

Board Report 11-077. 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 **Sears, Roebuck and Co**.

*MJM Holdings Inc, dba
Speck USA, Inc. Project #2*

Board Report 11-078. 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 **MJM Holdings Inc, dba Speck USA, Inc. Project #2.**

Appcore, LLC

Board Report 11-079. Attachment #8. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Appcore, LLC.**

DeskActive, Inc.

Board Report 11-080. Attachment #9. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **DeskActive, Inc.**

*GCommerce, Inc. Project
#5*

Board Report 11-081. Attachment #10. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **GCommerce, Inc. Project #5.**

Thombert, Inc. Project #5

Board Report 11-082. Attachment #11. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Thombert, Inc. Project #5.**

*Vermeer Manufacturing
Company*

Board Report 11-083. Attachment #12. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Vermeer Manufacturing Company.**

RFP FOR AUDIT SERVICES

Board Report 11-084. Knott moved; seconded by Norman recommending that the Board instruct staff to solicit Requests for Proposals for audit and accounting services. The solicitation shall occur as soon as practical after the June 30, 2011 audit is complete. Proposals received will be evaluated by College administration, and a recommendation for services will be presented to the Board in a timely manner so as to allow the firm awarded the contract sufficient time to complete the June 30, 2012 audit in a timely fashion. Based on the administration's recommendation, the Board will select the auditors and award the contract.

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

*NAMING OF PERRY
CAREER ACADEMY*

Board Report 11-085. Norman moved; seconded by Rouse recommending that the Board approve naming the Perry Career Academy facility after the Van Kirk family in recognition and honor of

their generous gift to Perry Economic Development, Inc.

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

APPROVE GROW IOWA
VALUES FUND
ALLOCATION FOR FY 2012

Board Report 11-086. Tursi moved; seconded by Norman recommending that the Board adopt the FY 2012 Des Moines Area Community College plan for use of the Grow Iowa Values Funds.

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

REVISION OF DMACC
AFFIRMATIVE ACTION
PLAN

Board Report 11-087. Tursi moved; seconded by Norman recommending that the Board approve the revised Affirmative Action Plan for the periods of FY2012 and FY2013.

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

DMACC ACADEMIC
CALENDARS

Board Report 11-088. Attachment #13. Norman moved; seconded by Rouse recommending that the Board adopt the proposed calendars.

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

FINANCIAL UPDATE

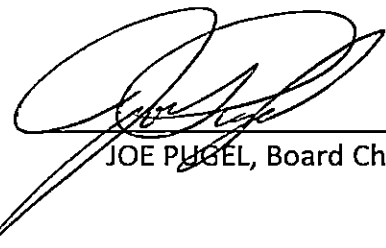
Doug Williams, Vice President of Business Services, provided an overview of the quarterly plant fund report and an investment recap as shown in Attachment #14.

COMMITTEE REPORTS

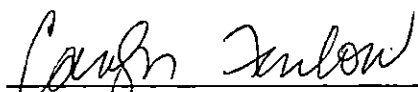
Joe Pugel reported that the President's Review Committee will meet on July 20th to discuss the President's evaluation matrix.

ADJOURN

Tursi moved to adjourn; seconded by Norman. Motion passed unanimously and at 5:50 pm, Board Chair Pugel adjourned the meeting. Aye-Buie, Knott, Norman, Pugel, Rouse, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

BOARD REPORT

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

Date: July 11, 2011

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AGENDA ITEM Human Resources Report

BACKGROUND

I. Withdrawal from Position

1. Gilchrist, KJ

Instructor, English/Literature

Ankeny Campus

9 Month Position

Withdrew from position which was to begin August 22, 2011

Employment was previously Board approved on June 13, 2011

RECOMMENDATION

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

Report: FW 0040
Date: 06/23/2011
Time: 03:20 PM

Des Moines Area Community College
List of checks over \$2,500.00 from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC HEA	529271	\$6,540.97	\$6,540.97	2272	Payroll Office	DMACC/HEA Dues Payab
A Tec Recycling Inc	529293	\$2,938.81	\$2,938.81	6263	Energy Efficiency Gr	Disposal of Hazardou
Alliant Energy	529301	\$5,903.01	\$139.87 \$5,763.14	6190 6190	Building Rental for Boone Campus Housing	Utilities Utilities
B & H Photography	529309	\$3,116.05	\$834.00 \$1,848.99 \$433.06	6323 6323 6322	Electronic Crime Ins Dean, Business & Inf Electronic Crime Ins	Minor Equipment Minor Equipment Materials & Supplies
Bankers Trust	529313	\$4,300.00	\$250.00 \$1,050.00 \$500.00 \$500.00 \$500.00 \$500.00 \$500.00 \$500.00	6014 6014 6014 6014 6014 6014 6014 6014	Boone Campus Housing Multiple Project 32 Multiple Project 33 Multiple Project 34 Multiple Project 35 Multiple Project 37 Multiple Project 36 Multiple Projects 38	Financial Serv Fees Financial Serv Fees Financial Serv Fees Financial Serv Fees Financial Serv Fees Financial Serv Fees Financial Serv Fees
Brockway Mechanical & Roo	529327	\$9,025.00	\$9,025.00	6090	Energy Efficiency Gr	Maintenance/Repair o
Chesnut Sign Co Inc	529337	\$6,039.97	\$6,039.97	6378	Buildings Equipment	Materials/Supplies f
City of Boone	529339	\$3,698.39	\$3,698.39	6190	Boone Campus Housing	Utilities
Computer Comforts, Inc	529342	\$15,751.35	\$15,751.35	6323	Equip Replacement Sc	Minor Equipment
Days Inn	529351	\$6,635.60	\$1,593.00 \$1,593.00 \$1,724.80 \$1,724.80	6321 6321 6269 6269	Continuing Ed, 2 Day Continuing Ed, 2 Day Continuing Ed, 2 Day Continuing Ed, 2 Day	Food Food Other Company Servic Other Company Servic
Farner Bocken Co	529364	\$3,922.94	\$3,922.94	6511	Cafeteria	Purchases for Resale
Hewlett Packard	529377	\$10,959.89	\$160.38	6323	WLAN Support	Minor Equipment

#2

Report: FWRR040
 Date: 06/23/2011
 Time: 03:20 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	529377	\$10,959.89	\$412.20	6323	Technical Update Equ	Minor Equipment
			\$6,708.96	6323	Office of Exec Dean,	Minor Equipment
			\$3,665.35	6323	Equip Replacement Bu	Minor Equipment
			\$13.00	6323	Equip Replacement In	Minor Equipment
Infomax Office Systems In	529380	\$7,700.00	\$7,700.00	7100	Equip Replacement Sc	Furniture, Machinery
Iowa FFA Foundation Inc	529386	\$2,500.00	\$2,500.00	6269	Office of Dean, Indu	Other Company Servic
Martin Brothers Distribut	529403	\$2,900.16	\$2,009.01	6511	Cafeteria	Purchases for Resale
			\$891.15	6511	Cafeteria	Purchases for Resale
MidAmerican Energy Co	529410	\$58,735.93	\$784.90	6190	Physical Plant Opera	Utilities
			\$55,474.67	6190	Utilities	Utilities
			\$2,476.36	6190	Physical Plant Opera	Utilities
Midwest Coaches Inc	529412	\$3,359.83	\$2,018.72	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,341.11	6420	Office of Exec Dean,	Vehicle Materials an
Moss Enterprises	529418	\$4,700.00	\$4,700.00	6060	Computer Aided Desig	Maintenance/Repair o
Purcell Printing and Grap	529436	\$4,054.42	\$256.20	6120	Office of Dir, Marke	Printing/Reproductio
			\$251.00	6322	Office of Dir, Marke	Materials & Supplies
			-\$450.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$52.96	6322	Office of Dir, Marke	Materials & Supplies
			\$3,944.26	6120	Graduation	Printing/Reproductio
Remel Inc	529441	\$4,848.89	\$4,785.01	6322	Equip Replacement Sc	Materials & Supplies
			\$63.88	6322	Equip Replacement Sc	Materials & Supplies
Schooldude.com	529449	\$14,414.75	\$14,414.75	6324	Office of the Dir, P	Computer Software
Summit America Insurance	529459	\$4,486.00	\$4,486.00	6180	Non Tort Insurance	Insurance
US Cellular	529463	\$3,453.92	\$246.09	6150	Grounds	Communications

Report: FWA 340
Date: 06/23/2011
Time: 03:20 PM

Des Moines Area Comm College
List of checks over \$2,500.00 from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	529463	\$3,453.92	\$266.19	6150	Office of VP, Commnt	Communications
			\$8.35	6150	Judicial Office	Communications
			\$38.66	6150	Custodial	Communications
			\$122.69	6150	Mechanical Maintenan	Communications
			\$45.99	6150	Office of Sr VP, Bus	Communications
			\$29.07	6150	Building Trades Hous	Communications
			\$164.05	6150	Youth at Risk - Anke	Communications
			\$678.91	6150	WLAN Support	Communications
			\$3.21	6150	Wellness	Communications
			\$162.08	6150	Transportation Insti	Communications
			\$8.16	6150	Office of Dir, Stude	Communications
			\$95.22	6150	Respiratory Therapy	Communications
			\$15.51	6150	Office of Dir, Purch	Communications
			\$436.61	6150	Program Development	Communications
			\$52.27	6150	Physical Plant Opera	Communications
			\$8.54	6150	Plant Operations, St	Communications
			\$16.20	6150	Physical Plant Opera	Communications
			\$27.98	6150	Physical Plant Opera	Communications
			\$127.95	6150	Office of the Dir, P	Communications
			\$54.27	6150	Mechanical Maintenan	Communications
			\$121.25	6150	Info Tech/Network Ad	Communications
			\$8.35	6150	Health Services	Communications
			\$94.98	6150	Evening & Weekend	Communications
			\$251.97	6150	Enrollment Managemen	Communications
			\$48.46	6150	Economic Development	Communications
			\$40.88	6150	Dental Assistant	Communications
			\$8.10	6150	Office of Exec Dean,	Communications
			\$30.08	6150	Office of Dean, Scie	Communications
			\$62.12	6150	Office of Exec Dean,	Communications
			\$9.35	6150	Data Processing	Communications
			\$9.66	6150	Campus Communication	Communications
			\$1.66	6150	Campus Communication	Communications
			\$10.80	6150	Boone Campus Housing	Communications
			\$31.53	6150	Associates Degree Nu	Communications
			\$83.36	6150	Land Survey ACE Prog	Communications

Report: FWRR040
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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	529463	\$3,453.92	\$14.77	6150	IPT Regional Telecom	Communications
			\$135.65	6150	Gateway to College	Communications
			\$52.43	6150	Transportation	Communications
			\$76.34	6150	Safety Committee	Communications
Verizon Wireless	529467	\$3,631.78	\$51.97	6150	Office of Exec Dean,	Communications
			\$113.68	6150	Office of Exec Dir,	Communications
			\$1,049.04	6150	WLAN Support	Communications
			\$56.97	6150	Office of VP, Info S	Communications
			\$43.01	6150	Office of Sr VP, Bus	Communications
			\$146.19	6150	Special Needs	Communications
			\$230.35	6150	Quality Assurance Tr	Communications
			\$57.96	6150	Program Development	Communications
			\$86.60	6150	Physical Plant Opera	Communications
			\$74.72	6150	Office of the Dir, P	Communications
			\$62.14	6150	Office of Dir, Marke	Communications
			\$68.90	6150	Judicial Office	Communications
			\$52.97	6150	Office Exec Dir, Ins	Communications
			\$56.97	6150	IES-Board	Communications
			\$59.97	6150	Office of Exec Dir,	Communications
			\$56.72	6150	Office of Exec Dir,	Communications
			\$54.97	6150	Enrollment Managemen	Communications
			\$544.25	6150	Economic Development	Communications
			\$58.26	6150	Office of Exec Dean,	Communications
			\$62.08	6150	Office of Exec Dean,	Communications
			\$93.83	6150	Office of Dean, Scie	Communications
			\$103.94	6150	Office of Exec Dean,	Communications
			\$52.97	6150	Office of Dean, Heal	Communications
			\$43.01	6150	Office of Exec Dean,	Communications
			\$55.46	6150	Office of Coord, Cir	Communications
			\$168.66	6150	Academic Development	Communications
			\$64.47	6150	Associate Dean, Urba	Communications
			\$61.72	6150	Upward Bound FY2011	Communications
Vital Support Systems	529468	\$9,164.00	\$9,164.00	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Acme Tools	529521	\$3,811.84	\$29.97	6322	Equip Replacement In	Materials & Supplies
			\$535.99	6322	Equip Replacement In	Materials & Supplies
			\$3,245.88	6323	Perry Career Academy	Minor Equipment
Ames Municipal Utilities	529528	\$3,321.45	\$3,321.45	6190	Utilities	Utilities
Astra Schedule	529534	\$22,600.00	\$22,600.00	6265	Ad Astra Scheduling	Software Service Agr
Baker and Taylor Books	529540	\$5,023.10	\$235.50	6310	Equip Replacement Li	Library Books/Electr
			\$1,484.74	6310	Equip Replacement Li	Library Books/Electr
			\$2,538.07	6310	Equip Replacement Li	Library Books/Electr
			\$724.20	6310	Equip Replacement Li	Library Books/Electr
			\$40.59	6310	Equip Replacement Li	Library Books/Electr
Beirman Furniture	529544	\$3,519.28	\$309.16	6322	Equipment Replacemen	Materials & Supplies
			\$3,210.12	6378	Office of Dir, Marke	Materials/Supplies f
Bio Rad Laboratories	529548	\$9,979.70	\$4,579.70	7100	Equip Replacement In	Furniture, Machinery
			\$5,400.00	7100	Equip Replacement In	Furniture, Machinery
Blackbaud	529550	\$6,364.80	\$6,364.80	6265	Office of Exec Dir,	Software Service Agr
Bohlmann Inc	529551	\$5,438.75	\$3,075.20	6323	Perry Career Academy	Minor Equipment
			\$510.30	6323	Office of Exec Dean,	Minor Equipment
			\$1,053.90	6323	Office of Exec Dean,	Minor Equipment
			\$799.35	6322	Grounds	Materials & Supplies
Brockway Mechanical & Roo	529554	\$7,786.20	\$7,786.20	6090	Equip Replacement He	Maintenance/Repair o
Central States Roofing	529566	\$5,847.00	\$5,847.00	6090	Buildings Equipment	Maintenance/Repair o
City of Ankeny	529571	\$14,267.10	\$72.68	6190	Utilities	Utilities
			\$28.01	6190	Utilities	Utilities
			\$4,175.43	6190	Utilities	Utilities
			\$7,584.90	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	529571	\$14,267.10	\$23.75	6190	Utilities	Utilities
			\$468.57	6190	Physical Plant Opera	Utilities
			\$404.69	6190	Horticulture	Utilities
			\$128.90	6190	Utilities	Utilities
			\$351.76	6190	Utilities	Utilities
			\$81.19	6190	Utilities	Utilities
			\$81.19	6190	Utilities	Utilities
			\$51.33	6190	Utilities	Utilities
			\$266.10	6190	Utilities	Utilities
			\$55.66	6190	Utilities	Utilities
			\$81.19	6190	Utilities	Utilities
			\$322.05	6190	Utilities	Utilities
			\$89.70	6190	Utilities	Utilities
Constellation NewEnergy G	529573	\$25,821.95	\$25,821.95	6190	Utilities	Utilities
Danielson/Tech Supply Inc	529578	\$9,890.72	\$9,890.72	6323	Equip Replacement In	Minor Equipment
Education to Go	529590	\$4,176.50	\$4,115.00	6269	Continuing Ed, On Li	Other Company Servic
			-\$60.00	6269	Continuing Ed, On Li	Other Company Servic
			\$121.50	6269	Continuing Ed, On Li	Other Company Servic
Electronix Express	529594	\$3,742.65	\$3,742.65	6323	Dean, Business & Inf	Minor Equipment
Excel Business Supplies	529598	\$9,068.80	\$189.48	6322	Admission Processing	Materials & Supplies
			\$67.09	6322	ABE Book Sales	Materials & Supplies
			\$182.49	6322	Board of Directors	Materials & Supplies
			\$133.65	6322	Upward Bound FY2010	Materials & Supplies
			\$90.95	6322	Student Support Serv	Materials & Supplies
			\$69.20	6322	Center for Working F	Materials & Supplies
			\$249.99	6323	Equipment Replacemen	Minor Equipment
			\$166.56	6322	Office of the Dir, P	Materials & Supplies
			\$244.55	6322	Office of Exec Dean,	Materials & Supplies
			\$133.22	6322	Youth at Risk - Anke	Materials & Supplies
			\$53.10	6322	WLAN Support	Materials & Supplies

Report: FWR040

Des Moines Area Comm College

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Date: 06/23/2011

List of checks over \$2,500.00

from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	529598	\$9,068.80	\$16.07	6322	Office of Sr VP, Aca	Materials & Supplies
			\$57.64	6322	Transportation Insti	Materials & Supplies
			\$656.17	6322	Office of Dir, Stude	Materials & Supplies
			\$363.43	6322	Office of Dir, Finan	Materials & Supplies
			\$188.53	6322	Student Services	Materials & Supplies
			\$492.38	6322	Softskills Training	Materials & Supplies
			\$14.97	6322	Student Development	Materials & Supplies
			\$25.45	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$324.43	6322	Admissions/Registral	Materials & Supplies
			\$73.40	6322	Office of Dir, Purch	Materials & Supplies
			\$1,593.98	6322	Program Development	Materials & Supplies
			\$45.38	6322	Office of the Presid	Materials & Supplies
			\$93.39	6322	Other General Instit	Materials & Supplies
			\$264.46	6322	Office of Dir, Marke	Materials & Supplies
			\$533.05	6322	Management	Materials & Supplies
			\$15.68	6322	Library	Materials & Supplies
			\$22.59	6322	Judicial Office	Materials & Supplies
			\$23.45	6322	High School Completi	Materials & Supplies
			\$39.58	6322	Graphic Design	Materials & Supplies
			\$54.06	6322	Graduation	Materials & Supplies
			\$62.13	6322	Evening & Weekend	Materials & Supplies
			\$92.25	6322	Developmental Educat	Materials & Supplies
			\$39.96	6322	Dental Hygiene	Materials & Supplies
			\$60.08	6322	Office of Exec Dean,	Materials & Supplies
			\$9.98	6322	Office of Exec Dean,	Materials & Supplies
			\$1,018.26	6322	Office of Dean, Scie	Materials & Supplies
			\$226.60	6322	Office of Dean, Indu	Materials & Supplies
			\$196.98	6322	Office of Exec Dean,	Materials & Supplies
			\$319.54	6322	Dean, Business & Inf	Materials & Supplies
			\$190.62	6322	Office of Controller	Materials & Supplies
			\$185.34	6322	Office of Exec Dir,	Materials & Supplies
			\$27.05	6322	Boone Athletic Depar	Materials & Supplies
			\$263.26	6322	Arts and Sciences	Materials & Supplies
			\$176.00	6322	Academic Development	Materials & Supplies
Freightliner of Des Moine	529605	\$126,638.00	\$126,638.00	7400	Office of the Presid	Vehicles

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From the Streets Training	529607	\$4,405.80	\$4,405.80	6269	Continuing Ed, Trade	Other Company Servic
G and S Office Machines L	529608	\$6,703.00	\$1,286.00	6060	WLAN Support	Maintenance/Repair o
			\$5,417.00	6322	WLAN Support	Materials & Supplies
Harding Hills Center LC	529614	\$7,760.27	\$7,760.27	6210	Miscellaneous Colleg	Rental of Buildings
Hewlett Packard	529618	\$7,519.00	\$6,420.00	6323	Equip Replacement St	Minor Equipment
			\$1,099.00	6323	Technical Update Equ	Minor Equipment
Hillyard	529620	\$5,791.55	-\$410.80	6410	Physical Plant Opera	Janitorial Materials
			\$1,225.55	6410	Physical Plant Opera	Janitorial Materials
			\$4,976.80	6410	Physical Plant Opera	Janitorial Materials
Iowa Dietetics in Healthc	529630	\$5,699.85	\$5,699.85	6269	Continuing Ed, Home	Other Company Servic
Iowa Newspaper Associatio	529634	\$3,966.45	\$3,966.45	6269	Customized Newspaper	Other Company Servic
ISED Inc.	529637	\$13,000.00	\$9,500.00	6269	Other General Instit	Other Company Servic
			\$3,500.00	6269	Other General Instit	Other Company Servic
Johnson Controls Inc	529641	\$3,870.80	\$3,870.80	6060	Physical Plant Opera	Maintenance/Repair o
Kirkpatrick Locker	529643	\$2,521.20	\$1,575.99	6511	Dallas County Farm O	Purchases for Resale
			\$945.21	6511	Dallas County Farm O	Purchases for Resale
KJWW Engineering Consulta	529645	\$21,779.03	\$3,681.18	6015	Energy Efficiency Gr	Consultant's Fees
			\$1,995.90	6015	Buildings Equipment	Consultant's Fees
			\$16,101.95	6015	Energy Efficiency Gr	Consultant's Fees
Lennox Industries Inc	529655	\$10,112.59	\$10,112.59	6377	Energy Efficiency Gr	Materials/Supplies f
Mardock Drafting Services	529660	\$2,784.00	\$2,784.00	6015	Buildings Equipment	Consultant's Fees
McGraw Hill Companies	529666	\$3,122.00	\$3,122.00	6265	Newton Correctional	Software Service Agr

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Ohland Concrete Construct	529685	\$37,656.00	\$14,357.00 \$23,299.00	6090 6100	Physical Plant Opera Buildings Equipment	Maintenance/Repair o Maintenance of Groun
Pioneer Hi Bred Internati	529691	\$39,220.85	\$39,220.85	6269	Pioneer Hi-Bred Intl	Other Company Servic
Primex Wireless	529699	\$18,838.84	\$18,838.84	6378	Buildings Equipment	Materials/Supplies f
Ranch, Brad Z.	529704	\$3,100.00	\$3,100.00	6322	Dallas County Farm O	Materials & Supplies
Reinhart Foodservice	529705	\$2,830.85	\$421.86 \$1,932.99 \$476.00	6322 6322 6322	Child Care Hotel/Restaurant Man Hotel/Restaurant Man	Materials & Supplies Materials & Supplies Materials & Supplies
Respondus Inc	529707	\$5,090.00	\$5,090.00	6265	Web Based Instructio	Software Service Agr
Sheerin Scientific	529717	\$3,900.00	\$3,900.00	6377	Equip Replacement Sc	Materials/Supplies f
Traffic Logix Inc	529727	\$4,950.00	\$4,950.00	6323	Safety Committee	Minor Equipment
Van Gorp	529734	\$10,021.98	\$10,021.98	6269	Van Gorp Corp #2-Job	Other Company Servic
Waste Mgmt of Iowa Corp.	529741	\$4,050.99	\$3,594.74 \$166.32 \$130.64 \$159.29	6030 6030 6030 6030	Custodial Physical Plant Opera Physical Plant Opera Physical Plant Opera	Custodial Services Custodial Services Custodial Services Custodial Services
Wolin & Associates Inc	529745	\$8,560.29	\$4,687.62 \$3,872.67	6090 6090	Buildings Equipment Buildings Equipment	Maintenance/Repair o Maintenance/Repair o
Wolin Electric	529746	\$86,999.44	\$1,309.69 \$84,080.00 \$1,609.75	6090 6090 6090	Energy Efficiency No Energy Efficiency Gr Energy Efficiency No	Maintenance/Repair o Maintenance/Repair o Maintenance/Repair o
Xerox Corp	529748	\$3,302.00	\$3,302.00	6060	Duplicating Services	Maintenance/Repair o
ABC Electrical Contractor	529779	\$6,509.18	\$6,509.18	6090	Buildings Equipment	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Acme Printing Co Inc	529780	\$2,848.00	\$1,056.00	6120	Program Development	Printing/Reproductio
			\$1,792.00	6322	Office of Exec Dir,	Materials & Supplies
Ahlers and Cooney PC	529784	\$4,115.65	\$94.00	6013	Office of Sr VP, Bus	Legal Fees
			\$2,532.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,489.65	6013	Office of Sr VP, Bus	Legal Fees
Apple Computer Inc	529794	\$7,217.00	\$829.00	6323	Softskills Training	Minor Equipment
			\$729.00	6323	Admissions/Registrat	Minor Equipment
			\$699.00	6323	Computer Science	Minor Equipment
			\$472.00	6322	Equip Replacement In	Materials & Supplies
			\$207.00	6323	Office of VP, Info S	Minor Equipment
			\$2,994.00	6322	Equip Replacement In	Materials & Supplies
			\$458.00	6322	Equip Replacement In	Materials & Supplies
			\$829.00	6323	Office of VP, Info S	Minor Equipment
Armstrong Medical Industr	529795	\$6,890.00	\$4,143.26	6323	Perry Career Academy	Minor Equipment
			\$2,746.74	7100	Perry Career Academy	Furniture, Machinery
Baker and Taylor Books	529800	\$16,588.85	\$136.10	6310	Equip Replacement Li	Library Books/Electr
			\$8,355.07	6310	Equip Replacement Li	Library Books/Electr
			\$1,115.41	6310	Library	Library Books/Electr
			\$455.17	6310	Equip Replacement Li	Library Books/Electr
			\$732.68	6310	Equip Replacement Li	Library Books/Electr
			\$1,263.24	6310	Library	Library Books/Electr
			\$2,302.10	6310	Library	Library Books/Electr
			\$277.25	6310	Library	Library Books/Electr
			\$1,951.83	6310	Equip Replacement Li	Library Books/Electr
Bradley Tools and Fastene	529807	\$3,882.91	\$3,882.91	6322	Perry Career Academy	Materials & Supplies
Business Furnishings and	529811	\$17,778.74	\$3,557.02	6322	Perry Career Academy	Materials & Supplies
			\$14,221.72	6322	Perry Career Academy	Materials & Supplies
Chesnut Sign Co Inc	529822	\$6,039.97	\$6,039.97	6090	Office of the Dir, P	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Clear Channel Broadcastin	529827	\$2,645.00	\$60.00	6110	Office of Dir, Marke	Information Services
			\$70.00	6110	Office of Dir, Marke	Information Services
			\$1,170.00	6110	Office of Dir, Marke	Information Services
			\$70.00	6110	Office of Dir, Marke	Information Services
			\$645.00	6110	Office of Dir, Marke	Information Services
			\$435.00	6110	Office of Dir, Marke	Information Services
			\$195.00	6110	Office of Dir, Marke	Information Services
DART	529838	\$3,927.06	-\$2,976.00	6511	Ticket Sales	Purchases for Resale
			\$7,200.00	6511	Ticket Sales	Purchases for Resale
			-\$296.94	6269	Office of Exec Dean,	Other Company Servic
Davis Brown Koehn Shors a	529839	\$7,835.85	\$725.50	6013	Office of Sr VP, Bus	Legal Fees
			\$2,653.85	6013	Office of Sr VP, Bus	Legal Fees
			\$348.50	6013	Whirlpool Buildings	Legal Fees
			\$305.00	6013	Economic Development	Legal Fees
			\$18.50	6013	Office of Sr VP, Bus	Legal Fees
			\$1,985.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,799.50	6013	Office of Sr VP, Bus	Legal Fees
Days Inn	529842	\$3,500.00	\$1,652.00	6321	Continuing Ed, 2 Day	Food
			\$1,848.00	6269	Continuing Ed, 2 Day	Other Company Servic
Dell Marketing L P	529844	\$22,747.00	\$10,918.56	6323	Proj Lead the Way-Ad	Minor Equipment
			\$909.88	6323	Proj Lead the Way-Ad	Minor Equipment
			\$10,918.56	6323	Proj Lead the Way-Ad	Minor Equipment
DMACC Boone Campus Checki	529855	\$5,712.00	\$3,600.00	6267	Baseball	Athletic Officials
			\$515.00	6473	Men's Golf	Athletics National T
			\$200.00	6930	Men's Golf	Other Current Expens
			\$1,330.00	6321	Baseball	Food
			\$100.00	6472	Women's Basketball	Recruitment Travel-O
			\$1,118.00	6473	Baseball	Athletics National T
Echo Electric Supply	529861	\$18,600.00	\$1,306.50	6377	Energy Efficiency Gr	Materials/Supplies f

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Echo Electric Supply	529861	\$18,600.00	\$5,594.50	6377	Energy Efficiency Gr	Materials/Supplies f
			\$6,499.00	6377	Energy Efficiency Gr	Materials/Supplies f
			\$5,200.00	6377	Energy Efficiency Gr	Materials/Supplies f
Electronic Communication	529865	\$5,437.21	\$340.01	6322	Office of Exec Dean,	Materials & Supplies
			\$1,318.53	6323	Data Processing	Minor Equipment
			\$650.00	6323	Office of Exec Dean,	Minor Equipment
			\$779.92	6323	LEAN Process Improve	Minor Equipment
			\$2,348.75	6323	Office of Exec Dean,	Minor Equipment
FBG Service Corporation	529872	\$37,902.97	\$2,070.30	6030	Physical Plant Opera	Custodial Services
			\$20,277.61	6030	Custodial	Custodial Services
			\$4,099.40	6030	Physical Plant Opera	Custodial Services
			\$2,070.30	6030	Physical Plant Opera	Custodial Services
			\$4,099.40	6030	Plant Operations, St	Custodial Services
			\$4,099.40	6030	Physical Plant Opera	Custodial Services
			\$1,186.56	6030	Physical Plant Opera	Custodial Services
FFA Enrichment Center	529873	\$10,192.60	\$10,192.60	2014	FFA Enrichment Cente	Due to Others
First Choice Distribution	529875	\$3,976.65	\$1,601.93	6410	Physical Plant Opera	Janitorial Materials
			\$1,793.66	6410	Physical Plant Opera	Janitorial Materials
			\$581.06	6410	Physical Plant Wareh	Janitorial Materials
Fitzgerald, Shawn	529877	\$3,731.75	\$3,731.75	6019	Office of Dir, Marke	Prof Svcs-Individual
Gale Cengage Learning	529878	\$2,536.14	\$2,536.14	6310	Library	Library Books/Electr
Grandview University	529882	\$6,327.32	\$6,327.32	6321	Upward Bound FY2011	Food
Grandview University	529883	\$7,590.00	\$7,590.00	6210	Upward Bound FY2011	Rental of Buildings
Gravitec Systems Inc	529884	\$2,755.64	\$2,755.64	6322	Equip Replacement In	Materials & Supplies
Heart of Iowa Coop	529888	\$21,250.00	\$21,250.00	6269	Heart of Iowa Coop #	Other Company Servic

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Herald Publishing Co	529889	\$2,524.00	\$2,524.00	6110	Office of Exec Dean,	Information Services
Hewlett Packard	529890	\$22,714.23	\$1,357.56	6323	Equip Replacement In	Minor Equipment
			\$1,724.25	6323	Office of Exec Dean,	Minor Equipment
			\$335.25	6322	Technical Update Equ	Materials & Supplies
			\$2,814.20	6060	Information Systems	Maintenance/Repair o
			\$185.00	6323	Dean, Business & Inf	Minor Equipment
			\$149.00	6323	Technical Update Equ	Minor Equipment
			\$160.38	6323	WLAN Support	Minor Equipment
			\$9,168.75	6323	Office of Exec Dean,	Minor Equipment
			\$450.00	6325	Equip Replacement St	Computer Equipment
			\$3,010.50	6323	Equip Replacement St	Minor Equipment
			\$3,072.34	6060	Technical Update Equ	Maintenance/Repair o
			\$287.00	6060	Information Systems	Maintenance/Repair o
Iowa Communications Netwo	529904	\$13,186.92	\$11,517.58	6150	Campus Communication	Communications
			\$1.28	6150	Campus Communication	Communications
			\$16.69	6150	Campus Communication	Communications
			\$17.79	6150	Campus Communication	Communications
			\$97.79	6150	Campus Communication	Communications
			\$1,427.42	6150	Campus Communication	Communications
			\$82.90	6150	Campus Communication	Communications
			\$25.47	6150	Campus Communication	Communications
Iowa Events Center	529906	\$16,974.98	\$16,974.98	6269	Graduation	Other Company Servic
Iowa Skills USA	529912	\$2,585.00	\$2,585.00	6470	Office of Dean, Indu	Travel-Out of State
Kessler Team Sports Inc.	529924	\$2,995.76	\$1,264.88	6322	Program Development	Materials & Supplies
			\$1,536.90	6322	Program Development	Materials & Supplies
			\$193.98	6322	Program Development	Materials & Supplies
Lennox Industries Inc	529931	\$13,395.43	\$11,762.82	6377	Energy Efficiency Gr	Materials/Supplies f
			\$1,206.61	6377	Energy Efficiency Gr	Materials/Supplies f
			\$426.00	6377	Energy Efficiency Gr	Materials/Supplies f

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Lincoln National Life Ins	529934	\$47,667.35	\$14,317.07	2254	Payroll Office	Long Term Disability
			\$6,654.40	2255	Payroll Office	ST Disability - A In
			\$1,406.94	2256	Payroll Office	ST Disability - B In
			\$14,295.78	2253	Payroll Office	Basic Life Insurance
			\$2,521.00	2258	Payroll Office	Spouse Opt Life Ins
			\$1,439.00	2259	Payroll Office	Dep Supp Life Ins Pa
			\$7,033.16	2257	Payroll Office	Emp Opt Life Ins Pay
Midwest Coaches Inc	529946	\$4,894.22	\$4,894.22	6473	Baseball	Athletics National T
Myers Tire Supply Co	529950	\$3,200.00	\$3,200.00	6323	Equip Replacement In	Minor Equipment
Nelnet Business Solutions	529953	\$3,990.80	\$3,990.80	6269	Office of Controller	Other Company Servic
Nikkel and Associates Inc	529957	\$3,300.00	\$3,300.00	6060	Mechanical Maintenanc	Maintenance/Repair o
One Source Training	529960	\$9,360.00	\$9,360.00	6019	Continuing Ed, Trade	Prof Svcs-Individual
Pioneer Hi Bred Internati	529967	\$171,777.46	\$171,777.46	6269	Pioneer Hi-Bred Intl	Other Company Servic
Protex Central Inc	529972	\$4,055.00	\$4,055.00	6060	Mechanical Maintenanc	Maintenance/Repair o
Qwest	529973	\$4,262.99	\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$83.87	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$585.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
Ranallo	529977	\$6,000.00	\$6,000.00	6321	Office of Exec Dir,	Food
Securitas Security Servic	529986	\$12,955.31	\$9,097.16	6261	Office of the Dir, P	Contracted Security

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Securitas Security Servic	529986	\$12,955.31	\$3,858.15	6261	Physical Plant Opera	Contracted Security
Summit Technologies LLC	530002	\$7,367.85	\$7,367.85	6269	Office of VP, Info S	Other Company Servic
Touchboards.com	530004	\$3,478.00	\$3,478.00	6323	Dean, Business & Inf	Minor Equipment
Traffic Logix Inc	530006	\$2,849.00	\$2,849.00	6323	Safety Committee	Minor Equipment
University of Minnesota	530013	\$2,963.00	\$2,963.00	6269	Proj Lead the Way-Pe	Other Company Servic
Van Meter Industrial Inc	530017	\$7,849.31	\$4,007.92	6323	Dean, Business & Inf	Minor Equipment
			\$1,905.82	6323	Dean, Business & Inf	Minor Equipment
			\$1,887.60	6322	Dean, Business & Inf	Materials & Supplies
			\$47.97	6322	Building Rental for	Materials & Supplies
WebFilings LLC	530023	\$60,458.50	\$18,201.07	6269	WebFilings #2-Job Sp	Other Company Servic
			\$42,257.43	6269	WebFilings, LLC-Job	Other Company Servic
Weitz Company	530024	\$23,173.00	\$23,173.00	6090	Equip Replacement He	Maintenance/Repair o
Wellmark Health Plan of I	530025	\$832,143.46	\$832,143.46	2250	Payroll Office	Health Insurance Pay
Wolin Electric	530034	\$9,679.23	\$3,794.33	6090	Energy Efficiency No	Maintenance/Repair o
			\$3,685.39	6090	Energy Efficiency No	Maintenance/Repair o
			\$2,199.51	6090	Equipment Replacemen	Maintenance/Repair o
DMACC HEA	530044	\$6,540.97	\$6,540.97	2272	Payroll Office	DMACC/HEA Dues Payab
ABC Garage Door	530170	\$3,236.00	\$3,236.00	6090	Office of the Dir, P	Maintenance/Repair o
Ag Leader Technology	530173	\$18,387.00	\$18,387.00	6323	Equip Replacement In	Minor Equipment
Airgas North Central	530174	\$68,607.76	\$48.17	6322	Auto Service	Materials & Supplies
			\$5.74	6322	Welding	Materials & Supplies
			\$321.25	6322	Auto Body	Materials & Supplies

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Airgas North Central	530174	\$68,607.76	\$196.50	6322	Jasper County Career	Materials & Supplies
			\$127.17	6322	Perry Career Academy	Materials & Supplies
			\$220.58	6322	Welding	Materials & Supplies
			\$45,960.00	6323	Perry Career Academy	Minor Equipment
			\$3,200.00	6323	Perry Career Academy	Minor Equipment
			\$1,852.59	6323	Perry Career Academy	Minor Equipment
			\$56.70	6322	Jasper County Career	Materials & Supplies
			\$295.55	6322	Welding	Materials & Supplies
			\$16,323.51	6323	Perry Career Academy	Minor Equipment
All Makes Office Interior	530175	\$29,310.37	\$21,948.20	6323	Perry Career Academy	Minor Equipment
			\$370.77	6269	Equip Replacement St	Other Company Servic
			\$4,784.00	6322	Office of Exec Dean,	Materials & Supplies
			\$267.00	6322	Office of Dir, Marke	Materials & Supplies
			\$1,940.40	6322	Medical Assistant	Materials & Supplies
Apple Computer Inc	530183	\$7,284.00	\$39.00	6323	Equip Replacement St	Minor Equipment
			\$3,645.00	6323	Equip Replacement St	Minor Equipment
			\$2,487.00	6323	Office of VP, Info S	Minor Equipment
			\$699.00	6323	Perkins Equipment	Minor Equipment
			\$69.00	6323	Equip Replacement St	Minor Equipment
			\$345.00	6323	Equip Replacement St	Minor Equipment
Armstrong Medical Industr	530184	\$5,633.00	\$247.15	6323	Perry Career Academy	Minor Equipment
			\$2,081.78	7100	Perry Career Academy	Furniture, Machinery
			\$163.85	7100	Perry Career Academy	Furniture, Machinery
			\$3,140.22	6323	Perry Career Academy	Minor Equipment
Art by Magic Studios	530186	\$3,275.00	\$3,275.00	6269	Student Activities	Other Company Servic
Avatech Solutions Inc	530187	\$4,169.00	\$4,169.00	6322	Proj Lead the Way-Ad	Materials & Supplies
Badding Winker Partnershi	530188	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Baker Group Corp.	530191	\$89,333.20	\$1,577.52	6060	Mechanical Maintenanc	Maintenance/Repair o

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Des Moines Area Comm College

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List of checks over \$2,500.00

from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Baker Group Corp.	530191	\$89,333.20	\$87,755.68	6060	Mechanical Maintenanc	Maintenance/Repair o
Danielson/Tech Supply Inc	530221	\$7,588.28	\$7,588.28	6323	Perry Career Academy	Minor Equipment
DART	530222	\$6,005.82	\$2,799.73	6269	Office of Exec Dean,	Other Company Servic
			\$3,206.09	6269	Office of Exec Dean,	Other Company Servic
Days Inn	530225	\$4,223.60	\$2,217.60	6269	Continuing Ed, 2 Day	Other Company Servic
			\$2,006.00	6321	Continuing Ed, 2 Day	Food
Department of Administrat	530226	\$17,696.78	\$8,848.39	6210	Miscellaneous Colleg	Rental of Buildings
			\$8,848.39	6210	Miscellaneous Colleg	Rental of Buildings
DMACC Foundation	530229	\$15,115.00	\$15,115.00	6518	Hospitality Careers	Gourmet Dinners
Eagle Electric Inc	530232	\$12,272.13	\$12,272.13	6090	Equip Replacement He	Maintenance/Repair o
Echo Electric Supply	530233	\$39,365.88	\$22,790.88	6090	Energy Efficiency No	Maintenance/Repair o
			\$16,575.00	6090	Energy Efficiency No	Maintenance/Repair o
Education to Go	530235	\$3,051.75	\$2,955.00	6269	Continuing Ed, On Li	Other Company Servic
			\$96.75	6269	Continuing Ed, On Li	Other Company Servic
Forst Training and Consul	530249	\$5,700.00	\$5,700.00	6269	Softskills Training	Other Company Servic
Heartland Area Education	530268	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Hewlett Packard	530271	\$2,576.76	\$518.00	6323	Auto Service	Minor Equipment
			\$2,058.76	6323	Office of Exec Dean,	Minor Equipment
Internet Solver Inc	530280	\$5,000.00	\$4,000.00	6150	Campus Communication	Communications
			\$1,000.00	6150	Campus Communication	Communications
Iowa Communications Netwo	530282	\$10,699.60	\$2,007.69	6269	Distance Learning	Other Company Servic
			\$8,691.91	6150	Campus Communication	Communications

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Des Moines Area Comm College
List of checks over \$2,500.00 from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Prison Industries	530287	\$2,709.00	\$2,709.00	6322	Perry Career Academy	Materials & Supplies
Iowa Workforce Developmen	530290	\$18,675.96	\$18,675.96	6210	ABE Match	Rental of Buildings
KJWW Engineering Consulta	530300	\$3,792.36	\$477.68 \$3,314.68	6015 6015	Energy Efficiency Gr Energy Efficiency Gr	Consultant's Fees Consultant's Fees
Lennox Industries Inc	530309	\$48,807.00	\$48,543.86 \$263.14	6090 6377	Energy Efficiency Gr Energy Efficiency Gr	Maintenance/Repair o Materials/Supplies f
Mardock Drafting Services	530312	\$2,728.00	\$2,728.00	6015	Buildings Equipment	Consultant's Fees
Miller Contracting	530330	\$4,092.12	\$4,092.12	6060	Motorcycle and Moped	Maintenance/Repair o
Moore Wallace An RR Donne	530333	\$5,792.06	\$5,792.06	6322	Office of Controller	Materials & Supplies
National Recoveries Inc	530336	\$8,771.72	\$5,564.73 \$2,671.64 \$503.75 \$31.60	6780 6780 6780 6780	Office of Controller Office of Controller Office of Controller Office of Controller	Collection Agency Ex Collection Agency Ex Collection Agency Ex Collection Agency Ex
Ohland Concrete Construct	530345	\$12,109.50	\$12,109.50	6100	Buildings Equipment	Maintenance of Groun
Pearson Education	530349	\$5,389.33	\$2,788.28 \$2,601.05	6322 6322	Continuing Ed, Trade Continuing Ed, Trade	Materials & Supplies Materials & Supplies
Pitney Bowes Inc	530354	\$5,610.48	\$5,356.95 \$253.53	6230 6230	Mail Service Mail Service	Postage and Expediti Postage and Expediti
Praxair Distribution Inc	530357	\$38,655.44	\$38,540.19 \$115.25	7100 6200	Perry Career Academy Respiratory Therapy	Furniture, Machinery Rental of Materials
Quad City Safety, Inc	530361	\$2,787.33	\$1,851.06 \$936.27	6322 6322	Equip Replacement In Equip Replacement In	Materials & Supplies Materials & Supplies
Quantum Products	530362	\$2,803.20	\$401.60	6269	Dental Assistant	Other Company vic

Des Moines Area Comm College
List of checks over \$2,500.00 from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Quantum Products	530362	\$2,803.20	\$1,401.60	6269	Dental Hygiene	Other Company Servic
Securitas Security Servic	530375	\$18,228.16	\$6,352.07	6261	Physical Plant Opera	Contracted Security
			\$11,876.09	6261	Office of the Dir, P	Contracted Security
Sungard Higher Education	530386	\$16,845.00	\$9,825.00	6269	Information Systems	Other Company Servic
			\$7,020.00	6269	Information Systems	Other Company Servic
University of Iowa	530397	\$5,340.00	\$5,340.00	6322	Continuing Ed, Healt	Materials & Supplies
University of Iowa	530398	\$21,000.00	\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Proj Lead the Way-Pa	Other Company Servic
			\$857.15	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Proj Lead the Way-Pa	Other Company Servic
			\$857.15	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Proj Lead the Way-Pa	Other Company Servic
			\$857.15	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$857.15	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Proj Lead the Way-Pa	Other Company Servic
			\$857.15	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
\$428.57	6269	Project Lead the Way	Other Company Servic			

Des Moines Area Comm College
List of checks over \$2,500.00 from 26-MAY-2011 to 22-JUN-2011

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
University of Iowa	530398	\$21,000.00	\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$857.15	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Proj Lead the Way-Pa	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$857.15	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Proj Lead the Way-Pa	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Project Lead the Way	Other Company Servic
			\$428.57	6269	Proj Lead the Way-Pa	Other Company Servic
Vital Support Systems	530402	\$132,638.45	\$7,280.00	6323	Technical Update Equ	Minor Equipment
			\$2,421.65	6323	WLAN Support	Minor Equipment
			\$109,760.00	6323	Technical Update Equ	Minor Equipment
			\$5,897.46	6323	Office of VP, Info S	Minor Equipment
			\$7,279.34	7100	Office of VP, Info S	Furniture, Machinery
Wausau Tile Inc	530407	\$4,186.23	\$984.00	6460	Environmental Scienc	Other Materials and
			\$3,202.23	6460	Office of Exec Dean,	Other Materials and
White Rabbit Group Inc	530411	\$3,000.00	\$3,000.00	6269	Economic Development	Other Company Servic
Windstar Lines Inc	530413	\$2,831.00	\$2,831.00	6470	Retail Merchandising	Travel-Out of State
Wolin Electric	530415	\$9,369.48	\$6,391.94	6090	Energy Efficiency No	Maintenance/Repair o
			\$2,977.54	6090	Energy Efficiency No	Maintenance/Repair o
Xerox Corp	530416	\$2,831.91	\$389.49	6060	Duplicating Services	Maintenance/Repair o

Des Moines Area Comm College
List of checks over \$2,500.00 from 26-MAY-2011 to 22-JUN-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
-----	-----	-----	-----	-----	-----	-----
Xerox Corp	530416	\$2,831.91	\$599.00	6060	Duplicating Services	Maintenance/Repair o
			\$504.52	6060	Duplicating Services	Maintenance/Repair o
			\$365.08	7620	Duplicating Services	Lease/Purchase Bldg
			\$374.82	7620	Duplicating Services	Lease/Purchase Bldg
			\$599.00	6060	Duplicating Services	Maintenance/Repair o
Iowa Communications Netwo	530457	\$5,694.22	\$3,989.45	6150	IWD-Des Moines Offic	Communications
			\$0.68	6150	Newton-TAA	Communications
			\$1.34	6150	Newton-PJ Basic	Communications
			\$8.73	6150	Newton-General Fund	Communications
			\$1,647.40	6150	IES-Des Moines	Communications
			\$8.60	6150	Perry-General Fund	Communications
			\$1.41	6150	Ames Re-Employment A	Communications
			\$9.34	6150	Ames-General Fund	Communications
			\$8.60	6150	Boone-General Fund	Communications
			\$18.67	6150	Pella-General Fund	Communications

	REPORT TOTAL		\$3,089,742.20			

Resolution _____

WHEREAS, the City of Arcadia, Iowa (the "City") has established the Arcadia Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa; and

WHEREAS, the City has collected incremental property tax revenues from the Urban Renewal Area for the past nine years in order to finance the construction of certain public improvements; and

WHEREAS, the City has determined that it will be necessary to continue to collect future incremental property tax revenues from the Urban Renewal Area in order to pay the cost of additional public improvements; and

WHEREAS, Section 403.22 of the Code of Iowa authorizes cities to commit future incremental property taxes for this type of project for up to fifteen fiscal years, only with the approval of the affected county, school district and area college; and

WHEREAS, the City Council of the City has requested that the Board of Directors of Des Moines Area Community College approve this resolution in order to allow the City to use incremental property tax revenues for up to fifteen fiscal years;

NOW, THEREFORE, it is resolved by the Board of Directors of Des Moines Area Community College, Iowa, as follows:

Section 1. Pursuant to Section 403.22 of the Code of Iowa, this Board hereby approves the use by the City of Arcadia of future incremental property tax revenues produced within the Urban Renewal Area, for a total period of up to fifteen fiscal years.

Section 2. The Board Secretary is hereby directed to forward an executed copy of this Resolution to the City Council of the City of Arcadia.

Passed and approved the 11th day of July, 2011.



President, Board of Directors

Attest:



Secretary of the Board

#14

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 Mid Iowa Refrigeration, Inc. d/b/a Goodwin Tucker Group. 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 Mid Iowa Refrigeration, Inc. d/b/a Goodwin Tucker Group." 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 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 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 type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" 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 MID IOWA REFRIGERATION, INC. D/B/A GOODWIN TUCKER GROUP

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 Mid Iowa Refrigeration, Inc. d/b/a Goodwin Tucker Group (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:

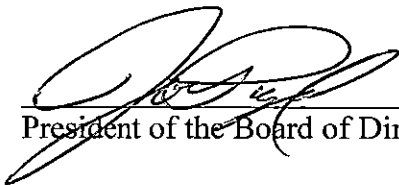
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 11th day of July, 2011.



President of the Board of Directors

ATTEST:

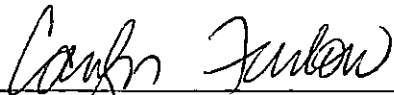


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 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 July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Mid Iowa Refrigeration, Inc. dba Goodwin Tucker Group, Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II

PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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: Mid Iowa Refrigeration Inc.

2900 Delaware Ave

Des Moines, IA 50317

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

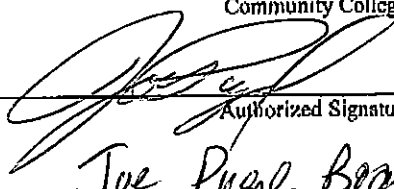
application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

Mid-Iowa Refrigeration Inc.

Business


Authorized Signature

Joseph Santelli Controller
Type Name and Title

jsantelli@gardontucker.com
Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

7-11-11

Date

2900 Delaware Ave

Des Moines, IA 50317

Address


6/3/11

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

**Mid Iowa Refrigeration, Inc.
Dba Goodwin Tucker Group
Project #1**

September 1, 2010

Training Plan and Budget
For
Mid Iowa Refrigeration Inc. Dba Goodwin Tucker Group

260F Project 1

The following Training Plan reflects the expected training activities for Goodwin Tucker Group. 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 submit for reimbursement as the training progresses.

	Cost	260F Cost
I. Job Skill Training	\$28,088	\$20,500
<ul style="list-style-type: none">• Equipment Installation and Repair Heating, ventilation, air conditioning, refrigeration, kitchen and laundry equipment training may be provided to employees.• Safety Areas of instruction include, but are not limited to, fire safety, material storage, machine guarding, ladders, lifting techniques, P.P.E., confined space, lockout/tag out, electrical safety, national electric code, HAZCOM, aerial safety, CPR/first aid, and housekeeping.• Professional and Technical Development The company may send employees to technical or professional training offered by DMAACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit courses and continuing education courses. Consulting may also be included.		
II. Management Supervisory	\$1,000	\$750
The company may be sending employees through training on leadership and management skills. This will help the supervisor to better manage employees.		
III. Materials and supplies	\$500	\$0

Learning resources may be purchased for the training. These may include, but are not limited to, tapes, CD's, reference materials and audio visual equipment.

IV	Administrative costs	\$3,750	\$3,750
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DMACC will work with the company to identify needed resources.
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total	\$33,388	\$25,000
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Training will begin in September 2010 with completion anticipated September 2012. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

SECTION 6. TRAINING PLAN

I. Training start date. 9/1/2010

II. Training end date. 9/1/12

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

III. TOTAL UNDUPLICATED number of employees to be trained. 15

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 Skill	\$28,088	15	Value of Wages & Benefits	\$75,000
Management/Supervisory	\$1,000	1	Value of Facilities	
Materials	\$500		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$75,000
Total Training Cost	\$29,588			

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
Administration Cost	\$3,750
Total Project Cost (training cost + administration cost)	\$33,338
Amount of Company Cash Match	\$8,338
IDED Award Amount (Maximum award is \$25,000)	\$25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 Progress Industries. 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 Progress Industries." 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 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 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 type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" 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 PROGRESS INDUSTRIES

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 Progress Industries (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:

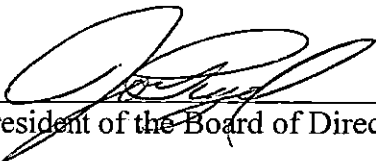
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 11th day of July, 2011.



President of the Board of Directors

ATTEST:

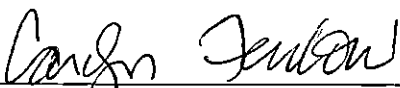


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 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 July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Progress Industries, Newton, 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:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Progress Industries</u>
	<u>1017 E. 7th Street N.</u>
	<u>Newton, IA 50208</u>

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugd, Board President

Type Name and Title

Progress Industries

Business

Authorized Signature

Carol L. Warren, VP of Resource
Development

Type Name and Title

carol.warren@progressindustries.org

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

1017 E. 7th Street N

Newton, IA 50208

Address

7-11-11

Date

June 2, 2011

Date

260F-4 (03/00)

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

~~Sealed State~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Progress Industries
Project #5**

December 1, 2010

**Training Plan and Budget
For
Progress Industries**

260F Project 5

The following training plan reflects the expected training activities for Progress Industries. 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 submit for reimbursement as the training progresses.

	Cost	260F Cost
I. JOB SKILL TRAINING	\$26,500	\$19,875

A. Safety

Areas of instruction may include, but are not limited to, fire safety, material storage, machine guarding, ladders, lifting techniques, P.P.E., confined space, lockout/tagout, electrical safety, national electric code, HAZCOM and housekeeping. Assistance and consultation with compliance of OSHA regulations may also be included.

B. Computer Skills

The training may instruct employees on computer software and computer systems. DMACC and/ or outside vendors may provide computer skills training that may include, but is not limited to, Excel, Access, Word, and other software.

C. Professional Development

The company will be sending one or more employees to various professional workshops and conferences.

D. Customer Service Training

The company may train two or more employees in customer service. This will help the employees to better serve customers. DMACC or an outside vendor will provide the training.

E. Lean Operations

The company may do a lean manufacturing assessment. Training may include, but is not limited to, instruction on implementation, workplace lean and lean manufacturing. Consulting may be included.

F. Technical Training

The company may send employees to technical classes offered by DMACC or other vendors. The training may include, but is not limited to, seminars, workshops and continuing education courses.

II.	Management Supervisory	\$2,500	\$1,375
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.	Materials and supplies	\$500	\$0
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Learning resources may be purchased for the training library. These may include, but are not limited to, audio visual equipment, videos and reference materials

IV	Administrative costs	\$3,750	\$3,750
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DMACC will work with the company to identify needed resources.
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	\$25,000
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Training will begin in January 2011 with completion anticipated January 2013. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

SECTION 6. TRAINING PLAN

I. Training start date. 12/1/10

II. Training end date. 12/1/12

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

10

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skill Training	\$26,500	10	Value of Wages & Benefits	\$28,000
Management/Supervisory Training	\$2,500	5	Value of Facilities	
Materials	\$588		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$28,000
Total Training Cost	\$29,588			

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
Administration Cost	\$3,750
Total Project Cost (training cost + administration cost)	\$33,338
Amount of Company Cash Match	\$8,338
IDED Award Amount (Maximum award is \$25,000)	\$25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 Sears, Roebuck and 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 Sears, Roebuck and 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 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 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 type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" 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 SEARS, ROEBUCK AND 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 Sears, Roebuck and 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:

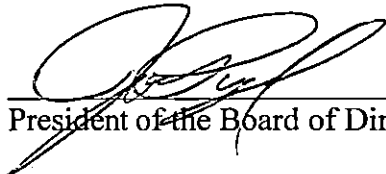
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 11th day of July, 2011.



President of the Board of Directors

ATTEST:

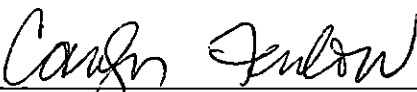


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 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 July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Sears, Roebuck and Co., West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II

PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the 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. The 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) The 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 efficiently 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 50023-3993

Employer: Sears Holding

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, Brand President

Type Name and Title

Sears Holding

Business

Authorized Signature

DVP/CFO - Go to Market, Sears

Type Name and Title

lisa.czapka@searshomepro.com

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993

Address

1024 Florida Central Parkway

Longwood, FL 32750

Address

7-11-11

Date

5/2/11

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

**Sears, Roebuck and Co.
Project #1**

May 4, 2010

**Training Plan and Budget
For
Sears Holdings
260F Project #1**

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

	Cost	260F Cost
I. Job Skill Training	\$25,000	\$21,250
The training under this category could include but is not limited to: New Employee training, Sales Training, New product launch training, and Computer training specific to the job.		
II. Management/Supervisory Skills	\$4,590	\$-0-
Sears Holdings will be focusing training in areas that could include but is not limited to: Leadership training and coaching, and teambuilding.		
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$3750	\$3750
Total	\$33,400	\$25,000

The training began May 2010 with completion anticipated May 2012. 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

I. Training start date. 5-4-10

II. Training end date. 5-4-12

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

100

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	
New Employee Training	15,000	50	Value of Wages & Benefits	20,000
Sales Training	7,000	20	Value of Facilities	
New Product Launch Training	2,000		Value of Equipment:	
Computer Training	1,000		Value of Supplies	
			Other:	
Leadership Training	4,590	10	Total In-Kind Match	20,000
Total Training Cost	29,590			

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	\$29,590
Administration Cost	\$3750
Total Project Cost (training cost + administration cost)	\$33,340
Amount of Company Cash Match	\$8,340
IDED Award Amount (Maximum award is \$25,000)	\$25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 MJM Holdings, Inc. d/b/a Speck USA Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and MJM Holdings, Inc. d/b/a Speck USA Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 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 type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

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

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

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

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

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

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

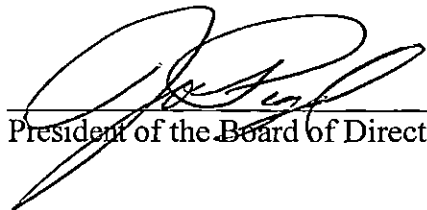
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

Section 2. That the form of resolution required by the Iowa 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 11th day of July, 2011.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 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 July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and MJM Holdings, Inc dba Speck USA, West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II

PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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: MJM Holdings
3381 South 42nd Street
West Des Moines, IA 50321

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

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

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


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


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

application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College
Community College

Authorized Signature
Joe Pugh Board President
Type Name and Title

MJM Holdings
Business

Authorized Signature
MATTHEW J. MANSER
Type Name and Title


Email Address

2006 South Ankeny Blvd.
Ankeny, IA 50023
Address

3381 South 42nd Street
West Des Moines, IA 50321
Address

7-11-11
Date

06/01/2011
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

**MJM Holdings, Inc.
Dba Speck USA
Project #2**

January 1, 2011

**Training Plan and Budget
For
Speck USA, Inc**

260F Project 2

The following Training Plan reflects the expected training activities for Speck USA. The company will participate in some, if not all, of the following activities. The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will submit for reimbursement as the training progresses.

	Cost	260F Cost
I. Job Skill Training	\$27,588	\$20,500
A. Construction		
Areas of instruction may include, but is not limited to, new product installation, asphalt installation, decorative concrete and countertop installation. Instruction may also include tradeshow and conferences.		
B. Safety		
Areas of instruction may include, but is not limited to, 10 and 30-hour OSHA, driving classes, fire safety, material storage, machine guarding, and lifting techniques.		
C. Computer Skills		
DMACC and/ or outside vendors may provide computer skills training that may include, but is not limited to, Excel, Access, and Word		
D. Technical and Professional Training		
The company may send employees to technical and professional classes offered by DMACC or other vendors. The training may include, but is not limited to, executive training, driving classes, conferences, seminars, workshops, credit classes and continuing education courses.		
Consulting may also be included.		
E. English as a second language		
Because employees may be non-native English speaking individuals, the company may need to offer training on basic English skills. Training may also include instruction in foreign languages.		

II.	Management Supervisory	\$1,000	750
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The company may be sending one or more of their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.	Materials and supplies	\$1,000	0
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Learning resources may be purchased for the training library. These may include, but are not limited to, videos, computers, computer software, audio visual equipment and reference materials.

IV	Administrative costs	\$3,750	\$3,750
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DMACC will work with the company to identify needed resources.
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	\$25,000
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Training will begin in February 2010 with completion anticipated February 2012. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

SECTION 6. TRAINING PLAN

I. Training start date. 1/1/11

II. Training end date. 1/1/13

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

10

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skill	\$27,588	10	Value of Wages & Benefits	10,000
Management/Supervisory	\$1,000	1	Value of Facilities	
Materials	\$1,000		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	10,000
Total Training Cost	\$29,588			

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
Administration Cost	\$3,750
Total Project Cost (training cost + administration cost)	\$33,338
Amount of Company Cash Match	\$8,338
IDED Award Amount (Maximum award is \$25,000)	\$25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
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Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND APPCORE, LLC

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

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

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

WHEREAS, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, an Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide 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 Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

Passed and approved this 11th day of July, 2011.



President of the Board of Directors

ATTEST:

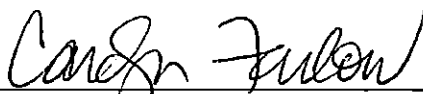


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 2011.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Appcore, LLC, West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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.

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 Puzel, Board President
Type Name and Title

Appcore. LLC

Business

Authorized Signature

Brian Donaghy, CEO

Type Name and Title

brian.donaghy@appcore.com

Email Address

2006 South Ankeny Blvd.

3775 EP True Parkway, Suite 217

Ankeny, IA 50023

Address

West Des Moines, IA 50265

Address

7-11-11

Date

June 8, 2011

Date

260F-4 (03/00)

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

~~Joe Puzel~~

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Appcore LLC
Project #1**

January 5, 2011

**Training Plan and Budget
For
Appcore, llc
GIVF Project 1**

The following Training Plan reflects the expected training activities for Appcore, llc. 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 submit for reimbursement as the training progresses.

	Cost	GIVF Cost
I. Job Skill Training	\$27,188	\$21,250

A. Computer Skills

The training may instruct employees on computer software and computer hardware. Instruction may include, but is not limited to, training on new operating systems, computer programming, networking and maintenance.

Mandatory training costs on behalf of software manufacturers such as Microsoft, Cloud.com, Citrix, and Nexenta may also be included.

B. Customer Service Training

The company may train its employees in customer service. This will help the employees to better serve customers. DMACC or an outside vendor may provide the training.

C. Sales Training

The company may be training its sales people on techniques for increasing sales. Training may include, but is not limited to, individual instruction by a consultant and conferences.

D. Professional and Technical Development

The company may send employees to technical or professional training offered by DMACC or other vendors. The training may include, but is not limited to, seminars, workshops, conferences/trade shows, credit courses and continuing education courses.

II.	Management Supervisory	\$2,400	\$0
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees. Training may include (Tara Williams; Human Resource Training)

III.	Materials and supplies	\$0	\$0
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Learning resources may be purchased for training. These may include, but are not limited to, technical manuals, DVDs, videos and other audio visual equipment.

IV	Administrative costs	\$3,750	\$3,750
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DMACC will work with the company to identify needed resources.
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	\$25,000
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Training will begin in January 2011 with completion anticipated January 2013. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of GIVF, DMACC, and this training plan will be made on an applied for basis.

SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 1/5/2011

II. Training end date. 1/5/2013

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

6

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 Skill	\$27,188	6	Value of Wages & Benefits	\$4,396.80
Management/Supervisory	\$2,400	1	Value of Facilities	
Materials and Supplies	0		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$4,396.80
Total Training Cost	\$29,588			

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
Administration Cost	\$ \$3,750
Total Project Cost (training cost + administration cost)	\$ 33,338
Amount of Company Cash Match	\$ 8,338
IDED Award Amount (Maximum award is \$25,000)	\$ 25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and DeskActive, 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 an Iowa Values Fund Training Contract between the College and DeskActive, 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"/>
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Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND DESKACTIVE, 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 ("IDED"); and

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

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with DeskActive, 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 IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

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

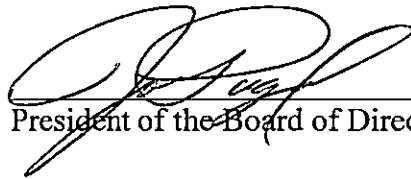
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

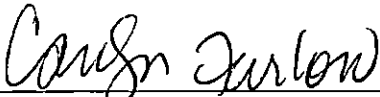
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of July, 2011.



President of the Board of Directors

ATTEST:

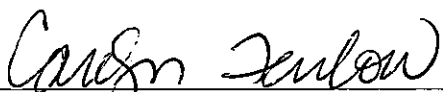


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 2011.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and DeskActive, Inc., Johnston, 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 Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the 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. The 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) The 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 50023-3993

Employer: DeskActive, Inc
5435 NW 100th St
Johnston, IA 50131

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.

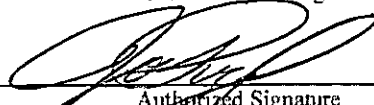
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect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

Type Name and Title

DeskActive, Inc.

Business



Authorized Signature

Melanie Lyde, CFO

Type Name and Title

MelanieL@deskactive.com

Email Address

2006 South Ankeny Blvd.

5435 NW 100th St.

Ankeny, IA 50023-3993

Address

Johnston, IA 50131

Address

7-11-11

Date

5/25/2011

Date

260F-4 (03/00)

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**DeskActive, Inc.
Project #1**

October 13, 2010

**Training Plan and Budget
For
DeskActive
260GIVF Project #1**

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

	Cost	260F Cost
I. Job Skill Training	\$29,588	\$21,250
Computer Software Training – This could include but is not limited to: System Generated Content messaging, mobile platforms or Job specific software.		
New Product Training – As the company expands its product line, training of all employees will be necessary on the use of the new products being sold.		
II. Management/Supervisory Skills	\$	\$
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$3750	\$3750
Total	\$33,400	\$25,000

The training began October 2010 with completion anticipated October 2012. 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. 10-13-2010

II. Training end date. 10-13-2012

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

8

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	
Software training	14,794	8	Value of Wages & Benefits	20,000
			Value of Facilities	
New Product Training	14,794	8	Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	20,000
Total Training Cost	29,588			

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
Administration Cost	\$ 3750
Total Project Cost (training cost + administration cost)	\$ 33,338
Amount of Company Cash Match	\$ 8,338
IDED Award Amount (Maximum award is \$25,000)	\$ 25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and GCommerce, 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 an Iowa Values Fund Training Contract between the College and GCommerce, 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 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 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 type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND GCOMMERCE, 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 ("IDED"); and

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

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with GCommerce, 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 IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, an Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide 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 Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

Passed and approved this 11th day of July, 2011.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 2011.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and GCommerce, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa 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 Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the 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. The 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) The 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 50023-3993

Employer: GCommerce
601 E. Locust Suite 100
Des Moines, IA 50309

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

Type Name and Title

GCommerce. Inc.

Business

Authorized Signature

Type Name and Title

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993

Address

Date

601 E. Locust Suite 100

Des Moines, IA 50309

Address

Date

260F-4 (03/00)

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**GCommerce, Inc.
Project #5**

March 1, 2011

Training Plan and Budget
For
GCommerce, Inc.
GIVF Project #5

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

	Cost	260F Cost
I. Job Skill Training	\$19,588	\$11,250
<p>Facilitated Results – G Commerce has made a decision to implement Facilitated results coursework throughout their organization. This works hand in hand with their lean activities.</p> <p>Computer Training – Gcommerce works with various Microsoft products And must continue to train to maintain high levels of proficiency.</p>		
II. Management/Supervisory Skills	\$10,000	\$10,000
<p>This could include but is not limited to: Teambuilding training, Great Game of Business or other Leadership skills training</p>		
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$3750	\$3750
Total	\$33,338	\$25,000

The training began Decermber 2010 with completion anticipated March 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.

SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 3-01-11

II. Training end date. 03-01-13

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

12

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Facilitated Results	15,000	12	Value of Wages & Benefits	20,000
Leadership Development	10,000	5	Value of Facilities	10,000
Computer Training	4,588	3	Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	30,000
Total Training Cost	29,588			

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
Administration Cost	\$3,750
Total Project Cost (training cost + administration cost)	\$33,338
Amount of Company Cash Match	\$8,338
IDED Award Amount (Maximum award is \$25,000)	\$25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Thombert, 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 an Iowa Values Fund Training Contract between the College and Thombert, 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 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 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 type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND THOMBERT, 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 ("IDED"); and

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

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Thombert, 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 IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, an Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide 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 Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

Passed and approved this 11th day of July, 2011.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 2011.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Thombert, Inc., Newton, 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 Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the 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. The 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) The 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 50023-3993

Employer: Thombert, Inc.
316 E. 7th Street North
Newton, IA, 50208

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 Page, Board President

Type Name and Title

Thombert, Inc.

Business

Authorized Signature

Maureen Lockwood, Manufacturing Manager

Type Name and Title

mlockwood@thombert.com

Email Address

2006 South Ankeny Blvd.

316 E. 7th Street North

Ankeny, IA 50023-3993

Address

Newton, IA, 50208

Address

7-11-11

Date

June 1, 2011

Date

260F-4 (03/00)

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Approved as to Form 08/26/96 by D:\MACC General Counsel

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Thombert, Inc.
Project #5**

January 10, 2011

**Training Plan and Budget
For
Thombert, Inc.**

Grow Iowa Values Fund #2

The following Training Plan reflects the expected training activities for Thombert. 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 submit for reimbursement as the training progresses.

	Cost	260F Cost
I. Job Skill Training	\$24,588	\$16,750

- **Environmental Compliance**
Training on environmental rules and regulations may be given to Thombert's employees to aid the company with compliance. Waste management may also be included.
- **Continuous Improvement and Lean Operations**
Training may include, but is not limited to, instruction on Lean principles and implementation, VSM, 5S, ISO 9000, ISO 14000 and other continuous improvement subjects. Consulting may also be included.
- **Safety**
Areas of instruction include, but are not limited to, fire safety, material storage, machine guarding, ladders, lifting techniques, P.P.E., confined space, lockout/tag out, electrical safety, national electric code, HAZCOM and housekeeping. Assistance and consultation with compliance of OSHA regulations may also be included.
- **Maintenance Training**
Maintenance training may include, but is not limited to, instruction in math for technicians, electrical, programmable logic controllers, print reading, troubleshooting, CNC technology, preventative maintenance and welding. Training may include interactive video training on computers.
- **Machine Operations Training**
Machine operations training may include the proper and safe operation of manufacturing equipment. Equipment may include, but is not limited to, industrial robots, CNC mills, lathes and grinders.

- Professional and Technical Development
The company may send employees to technical or professional training offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit courses and continuing education courses. Consulting may also be included.

\$ 4,500

II. Management Supervisory \$5,000

The company may be sending their supervisors through training on leadership management skills and labor skills. This will help the supervisors to better manage employees.

IV Administrative costs \$3,750 \$3,750

DMACC will work with the company to identify needed resources.
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 \$25,000

Training will begin in January 2011 with completion anticipated in January 2013. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of GIVF, DMACC, and this training plan will be made on an applied for basis.

SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 1/10/11

II. Training end date. 1/10/13

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

7

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 Skill	\$24,588	7	Value of Wages & Benefits	10,000
Management Supervisory	\$5,000	2	Value of Facilities	
			Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	10,000
Total Training Cost	\$29,588			

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
Administration Cost	\$ 3,750
Total Project Cost (training cost + administration cost)	\$ 33,338
Amount of Company Cash Match	\$ 8,338
IDED Award Amount (Maximum award is \$25,000)	\$ 25,000

West Des Moines, Iowa
July 11, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of July, 2011, at 4:00 p.m., at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Vermeer Manufacturing Company. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Training Contract between the College and Vermeer Manufacturing Company." 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 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 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 type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND VERMEER MANUFACTURING COMPANY

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 ("IDED"); and

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

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Vermeer Manufacturing Company (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 IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, an Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide 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 Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

Passed and approved this 11th day of July, 2011.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 11, 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 11th day of July, 2011.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 11, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Vermeer Manufacturing Company, Pella, 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 Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the 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. The 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) The 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 50023-3993

Employer: Vermeer Corporation

1210 Vermeer Road East

Pella, IA 50219

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

Vermeer Corporation

Business

Authorized Signature

Kelly Mitchell, HR/OD Analyst
Type Name and Title

Kmitchell@vermeer.com
Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993
Address

7-11-11
Date

1210 Vermeer Road East

Pella, IA 50219
Address

6/3/11
Date

260F-4 (03/00)

q:\edg\shared\260f forms\260f training contract.doc[Date&Time:08/26/96:4:36:48 PM]

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Vermeer Manufacturing Company
Project #1**

November 16, 2010

**Training Plan and Budget
For
Vermeer Corporation**

Grow Iowa Values Fund #1

The following training plan reflects the expected training activities for Vermeer Corporation. 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 submit for reimbursement as the training progresses.

	Cost	GIVF Cost
Job Skill Training	\$25,000	\$21,250

- **Welding**
The training may include, but is not limited to, instruction in arc welding, TIG welding or MIG welding. Certification and testing may also be included.
- **Machine Operations Training**
Machine operations training may include, but is not limited to, welders, lasers, sheet metal fabrication, CNC machines, lathes, mills, brakes and other manufacturing equipment. Machine operations training may also include hydraulics, pneumatics and print reading.
- **Computer Skills**
The training may instruct employees on computer software and computer systems. Computer skills training that may include, but is not limited to, *Excel*, *Access*, *Word*, and AutoCAD.
- **Safety**
Areas of instruction may include, but are not limited to, forklift safety, fire safety, and material storage, machine guarding, ladders, lifting techniques, P.P.E., confined space, lockout/tagout, electrical safety, national electric code, HAZCOM and housekeeping. Assistance and consultation with compliance of OSHA regulations may also be included.
- **Lean Operations**
Training may include, but is not limited to, instruction on the implementation of lean, terms and philosophy of lean, lean 101, 5S, set-up reduction, Six Sigma, value stream mapping and workplace lean. Consulting may also be included.

- Technical and Professional Training

The company may send employees to technical and professional classes offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit classes and continuing education courses. Consulting may also be included.

II.	Management Supervisory	\$7,838	\$0
	The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.		
III.	Materials and supplies	\$500	\$0
	Learning resources may be purchased for the training library. These may include, but are not limited to audio visual materials and equipment.		
IV	Administrative costs	\$3,750	\$3,750
	DMACC will work with the company to identify needed resources. 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	\$25,000

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

SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 11/16/2010

II. Training end date. 11/16/2012

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

III. TOTAL UNDUPLICATED number of employees to be trained. 25

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 Skill	\$25,000	25	Value of Wages & Benefits	\$18,000
Management/Supervisory	\$4,088	5	Value of Facilities	
Materials	\$500		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$18,000
Total Training Cost	\$29,588			

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
Administration Cost	\$ 3,750
Total Project Cost (training cost + administration cost)	\$ 33,338
Amount of Company Cash Match	\$ 8,338
IDED Award Amount (Maximum award is \$25,000)	\$ 25,000

July 2012

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Professional Day for
the 8-week term.

November 2012

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

March 2013

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 2013

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Professional Day for the 8-
week term.

August 2012

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December 2012

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2013

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

August 2013

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2012

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

January 2013

S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 2013

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October 2012

S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2013

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

June 2013

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

[Beginning of Term

] End of Term

△ Midterm

◊ Last Day to Drop Classes

□ Holiday -- College Closed

⊠ College Closed

□ Faculty Non-Duty Days

○ President's Days

○ Professional Day

◇ Faculty Development Days

(Beginning of 8-Week Summer Term

) End of 8-Week Summer Term

> End of First 5-Week Summer Term

< Beginning of 2nd 5-Week Summer Term

**Proposed
July 11, 2011**

2013 -- 2014 ACADEMIC CALENDAR

Des Moines Area Community College

July 2013

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Professional Day for
the 8-week term.

November 2013

S	M	T	W	R	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

19

March 2014

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

16

July 2014

S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Professional Day for
the 8-week term.

August 2013

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1

7

December 2013

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

9

The circle day on Dec. 16 is because of a
shortage in January.

January 2014

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

19

October 2013

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22

February 2014

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

19

May 2014

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1

8

June 2014

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

21

August 2014

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

0

7

[Beginning of Term

] End of Term

△ Midterm

◊ Last Day to Drop Classes

□ Holiday -- College Closed

⊠ College Closed

□ Faculty Non-Duty Days



President's Days



Professional Day



Faculty Development Days



Beginning of 8-Week Summer Term



End of 8-Week Summer Term



End of First 5-Week Summer Term



Beginning of 2nd 5-Week Summer Term

Planned
July 11, 2011

2014 -- 2015 ACADEMIC CALENDAR

Des Moines Area Community College

July 2014

S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
22						

Professional Day for the 8-week term.

November 2014

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	18					

March 2015

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
17						

July 2015

S	M	T	W	R	F	S
		< 1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
22						

Professional Day for the 8-week term.

August 2014

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	0					7

December 2014

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
9						

April 2015

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
22						

August 2015

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
4						

September 2014

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
21						

January 2015

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
14						

May 2015

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	5	3				

October 2014

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
22						

February 2015

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
19						

June 2015

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	>			
22						

[Beginning of Term

] End of Term

△ Midterm

◊ Last Day to Drop Classes

▧ Holiday -- College Closed

▨ College Closed

□ Faculty Non-Duty Days

○ President's Day

○ Professional Day

◇ Faculty/Staff Development Days

(Beginning of 8-Week Summer Term

) End of 8-Week Summer Term

> End of First 5-Week Summer Term

< Beginning of 2nd 5-Week Summer Term

#14

DES MOINES AREA COMMUNITY COLLEGE
PRELIMINARY INVESTMENT RECAP
June 30, 2011

DEPOSITORY ACCOUNTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust		\$ 3,612,262	0.08%	Money Market
Various Checking Accounts		\$ 190,709	0.40%	Checking Accounts
Wells Fargo Bank - Ankeny		\$ 356,801	0.35%	Money Market
Sub Total		\$ 4,159,773		

DMACC INVESTMENTS

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
West Bank	\$ 19,361,478	0.40%	Investment Account
Wells Fargo	\$ 14,073,526	0.35%	Investment Account
Sub Total	\$ 33,435,004		

ISJIT INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Calculated Term Months</u>
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 76,595	2.35%	August 13, 2011	12.3
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 Home Loan Mortgage Corporation	March 31, 2011	\$ 4,580,370	0.29%	March 23, 2012	11.9
Fannie Mae	March 31, 2011	\$ 1,996,544	0.61%	May 15, 2012	13.7
Federal Home Loan Bank	December 15, 2010	\$ 7,562,513	1.13%	May 18, 2012	17.3

Bankers Trust - Des Moines	December 10, 2010	\$ 2,610,000	1.10%	May 30, 2013	30.1
Bankers Trust - Cedar Rapids	June 7, 2011	\$ 2,000,000	0.70%	June 1, 2012	12.0
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 - Cedar Rapids	June 7, 2011	\$ 1,650,000	1.05%	June 1, 2013	24.2
Bankers Trust - Des Moines	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 - Des Moines	June 7, 2011	\$ 1,650,000	1.05%	June 1, 2013	24.2

(Bankers Trust Average Return 0.79%)

Total \$ 13,910,000

Federal Farm Credit Bank	March 31, 2011	\$ 1,497,521	1.01%	May 3, 2013	25.5
Federal Home Loan Mortgage Corporation	October 1, 2010	\$ 1,009,120	1.00%	May 28, 2013	32.3
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

ISJIT Diversified Fund \$ 14,036,399 0.02% Money Market

Total ISJIT Investments \$ 64,810,085 0.05% last month

0.13% last year

Grand Total of Investments \$ 88,494,862

Grand Total Weighted Average 0.48%

0.52% last month

1.08% last year

FY 2005 to 2015 (Last Year of Prior Levy and 10 Years Of Current Levy)

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

Preliminary

Sources / Uses

Sources of Funds:

Other
SourcesPlant
Fund

Total

Plant Fund:

1	Property Tax **		68,245,287	68,245,287
2	Interest on investments		508,050	508,050

Government:

3	Additional State Aid Appropriation	1,611,998		1,611,998
4	ACE Infrastructure funds	2,735,551		2,735,551
5	Iowa Values Funds	1,545,000		1,545,000
6	Federal - Electronic Crime Inst.	208,000		208,000

7	Microsoft Settlement	1,662,593		1,662,593
---	----------------------	-----------	--	-----------

8	Borrowing Proceeds		16,150,000	16,150,000
---	--------------------	--	------------	------------

9	Donations/Gifts in kind	5,023,248		5,023,248
---	-------------------------	-----------	--	-----------

10	Story County Schools - 28E Contribution	1,600,000		1,600,000
----	---	-----------	--	-----------

11	Jasper County Schools - 28E Contribution	850,000		850,000
----	--	---------	--	---------

Transfers:

12	Fund 1 - Utilities **	20,766,689		20,766,689
----	-----------------------	------------	--	------------

13	Fund 2 - 280E Interest & Cost Recovery	7,367,918		7,367,918
----	--	-----------	--	-----------

14	Fund 3 - Bookstores & Sales Accounts	1,502,116		1,502,116
----	--------------------------------------	-----------	--	-----------

15	Various Departments	3,492,774		3,492,774
----	---------------------	-----------	--	-----------

16	Other revenue	1,979,640		1,979,640
----	---------------	-----------	--	-----------

17	Total Sources	50,345,527	84,903,337	135,248,864
----	---------------	------------	------------	-------------

Uses of Funds:

Debt Service:

18	Principal & Interest	360,391	14,376,010	14,736,401
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19	Lease of Newton Facility from DMACC Foundation		374,557	374,557
----	--	--	---------	---------

Annual Allocations:

20	Utilities **	20,767,210		20,767,210
----	--------------	------------	--	------------

21	District - Capital renewal **	895,715	13,567,008	14,462,723
----	-------------------------------	---------	------------	------------

22	District - Instructional equipment and supplies **	8,181	3,791,321	3,799,502
----	--	-------	-----------	-----------

23	District - Technology Upgrades/Equipment **	1,848,792	13,212,988	15,061,780
----	---	-----------	------------	------------

24	Administration **		3,438,471	3,438,471
----	-------------------	--	-----------	-----------

25	Completed Projects (Page 2, Line 34):	24,036,381	23,009,103	47,045,484
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Projects Under Construction:

26	Ankeny - Additional FFA Parking		317,349	317,349
----	---------------------------------	--	---------	---------

27	Boone - purchase vacant land		208,014	208,014
----	------------------------------	--	---------	---------

28	District - Ad Astra Scheduling Software	135,000		135,000
----	---	---------	--	---------

29	District - Unspecified (Budgeted in FY2012)		500,000	500,000
----	---	--	---------	---------

30	Perry - Career Academy		600,000	600,000
----	------------------------	--	---------	---------

31	Perry - Career Academy - Equipment	668,919	531,081	1,200,000
----	------------------------------------	---------	---------	-----------

32	Top Value Foods Building - remodel	100,000	900,000	1,000,000
----	------------------------------------	---------	---------	-----------

33	Top Value Foods Building - equipment		500,000	500,000
----	--------------------------------------	--	---------	---------

34	Urban - Parking Expansion		442,727	442,727
----	---------------------------	--	---------	---------

35	Future Project (Page 2, Line 36)	520,000	2,780,000	3,300,000
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36	Funds transferred from Fund 2		5,259,000	5,259,000
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37	Unencumbered funds	1,004,938	2,112,642	3,117,580
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Total Uses

50,345,527	85,920,271	136,265,798
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38	Excess (deficit)	0	(1,016,934)	(1,016,934)
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39	Beginning Fund Balance	0	1,016,934	1,016,934
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40	Ending Fund Balance	0	0	0
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Completed Projects:

		Other Sources	Plant Fund	Total
1	Ankeny - Bookstore Storage	317,939		317,939
2	Ankeny - Chemistry Lab Remodel & Equip - Bldg #4	293,670	2,077	295,747
3	Ankeny - Chiller Repairs	213,600	84,991	298,591
4	Ankeny - Culinary arts remodeling	1,427,258	700,000	2,127,258
5	Ankeny - Diesel Storage Building	74,317		74,317
6	Ankeny - FFA Building	2,800,000		2,800,000
7	Ankeny - FFA Building Furniture and Equipment		490,483	490,483
8	Ankeny - General Motors Training - Building 13	286,363		286,363
9	Ankeny - Gymnasium Air-Conditioning	80,000	29,657	109,657
10	Ankeny - Health Sciences Bldg, Equip. & Parking	3,002,639	9,030,298	12,032,937
11	Ankeny - Purchase of Casey's Building (#21)		91,909	91,909
12	Ankeny - Remodel Marketing Building (#21)	178,326		178,326
13	Ankeny - Remodel & Equip (After Health Science)	1,096,123	2,290,000	3,386,123
14	Ankeny - Snack Bar/Cafeteria Remodel	349,268	0	349,268
15	Boone - Addition & Equipment		6,153,295	6,153,295
16	Boone - Baseball Field		5,000	5,000
17	Boone - Baseball Field	379,762		379,762
18	Boone - New Bleachers in Gymnasium	108,990		108,990
19	Boone - Remodel cafeteria	104,427		104,427
20	Carroll - Addition	26,048	89,023	115,071
21	District - DMACC Portion of IACCT Building		435,185	435,185
22	District - Emergency Notification System	100,000	170,000	270,000
23	District - Matching Funds for energy grants	1,686,000		1,686,000
24	District - Other	85,177	88,001	173,178
25	District - Student ID Card System		120,513	120,513
26	Newton - Career Academy & Equipment	3,881,669	230,000	4,111,669
27	Newton - Chemistry & Nursing Lab Renovation	366,493		366,493
28	Porter Facility - Transfer to Fund 1 in FY2008	219,215		219,215
29	Porter Facility - Updates	36,785		36,785
30	Story County - Career Academy & Equipment	5,568,199	1,862,051	7,430,250
31	Urban - Bookstore Addition	210,489	0	210,489
32	Urban - Mail Center Remodeling & Equipment	41,619	1,136,620	1,178,239
33	Urban - Roberts Dairy Property & Demolition	1,102,005	0	1,102,005
34	Total Completed Projects to Page 1, Line 25	24,036,381	23,009,103	47,045,484

Future Project:

35	West Campus - Addition	520,000	2,780,000	3,300,000
36	Total of Future Project to Page 1, Line 33	520,000	2,780,000	3,300,000