

Des Moines Area Community College

## Open SPACE @ DMACC

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Board of Directors Meeting Minutes

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3-14-2011

### **Board of Directors Meeting Minutes (March 14, 2011)**

DMACC

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Board of Directors  
Des Moines Area Community College

Public Hearing  
March 14, 2011 – 4:00 p.m.

DMACC Newton Campus  
600 North 2<sup>nd</sup> Avenue West; Newton, Iowa

## Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Acknowledgment of public hearing.
5. Public comments.
6. Board Report 11-025. Public hearing, consideration and adoption of FY 2012 General and Plant Fund Budgets (Funds 1, 2, and 7) and Approval of FY 2012 tuition and fees.
7. Board Report 11-026. DMACC Urban and West Campus Science Classroom Remodeling 2011.
8. Adjourn.

# The Des Moines Register

## AFFIDAVIT OF PUBLICATION

### COPY OF ADVERTISEMENT Exhibit "A"

STATE OF IOWA  
SS  
COUNTY OF POLK

Form No. 633

NOTICE OF PUBLIC HEARING  
BUDGET ESTIMATE  
Fiscal Year July 1, 2011 -  
Des Moines Area Comm

The Board of Directors of Des Moines Area Community College, Merged Area 11, in the counties of Adair, Audubon, Boone, Carroll, Cass, Clar, Shelby, Story, Warren in Iowa will conduct a PUBLIC HEARING on the proposed 2011-2012 budget as follows:

Meeting Date: Monday, March 14, 2011	Meeting Time: 4:00 PM
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At the public hearing, any resident or taxpayer may present their objections to, or arguments in favor of, any part of the proposed budget. The Copies of the Supplemental Detail will be furnished to any taxpayer upon their request.

2/25/2011  
(date)  
BUDGET ESTIMATE SUMMARY

Resources:	(A) General Funds FY 2012 Budget	(B) Plant Funds FY 2012 Budget
Taxes Levied on Property	1	12,616,991
Utility Replacement Tax	2	377,303
Student Fees	3	2,500,851
Tuition	4	56,888,069
State Aid	5	22,200,433
Other State Aid	6	3,650,717
Federal Aid	7	7,814,060
Sales-Service	8	94,000
Other	9	31,209,983
Proceeds from Certificates	10	0
<b>Total Resources</b>	<b>11</b>	<b>137,352,407</b>
<b>Expenditures:</b>		
Liberal Arts and Sciences	12	24,657,956
Vocational and Technical	13	33,494,869
Adult Education	14	10,615,641
Cooperative Programs/Services	15	21,017,720
Administration	16	3,656,765
Student Services	17	8,559,051
Learning Resources	18	2,990,029
Physical Plant	19	12,291,806
General Institution	20	22,859,191
<b>Total Expenditures</b>	<b>21</b>	<b>140,143,028</b>
<b>Net Resources minus Expenditures</b>	<b>22</b>	<b>(2,790,621)</b>
Beginning Fund Balance	23	18,232,952
Ending Fund Balance	24	15,442,331

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

Accounting Specialist Karen Zepeda

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

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

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

3/11/11

Subscribed and sworn to before me by said affiant this 2 day of March 2011

Susan Hazelton  
Notary Public in and for Polk County, Iowa

SUSAN HAZELTON  
Notarial Seal - Iowa  
Commission # 223923  
My Commission Expires 8-10-11

# The Des Moines Register

## AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT  
Exhibit "A"

STATE OF IOWA

SS

Norwalk before returning to the bypass and leading officers to the west again.

drove the car into a ditch, a spokeswoman with the Iowa Department of Pub-

His current driver's license status was not available.

patients in Iowa and Nebraska.

Under a legal settlement dated June 22 and released to AP last week, the university said it believed her departure would violate the noncompete agreement. But the school agreed not to take legal action to block her employment as long as she would take a position as an unpaid adjunct clinical faculty member, and continue to provide training to medical residents and students at the Planned Parenthood clinic in Iowa City.

University spokesman Tom Moore said Monday the training is voluntary and incorporates contraception and a range of family planning options, including legal ways to

Planned Parenthood in Iowa City to get training from an abortionist who has defended late-term abortions in court?" said Cheryl Sulzenger, senior policy adviser for the Kansas-based group Operation Rescue. "And is this just something they would do for anybody or just for abortionists? Is she getting special treatment because she can provide this training?"

Lois Backus, executive director of Medical Students for Choice, a Philadelphia-based nonprofit that has student chapters at 139 medical schools in the United States and Canada, said doctors such as Meadows "are in the minority" after years of a shortage of abortion training at medical

## SHOOT

FROM PAGE 1B

in the area at the time of the shooting. Gunshots were heard near 14th and Ascension streets. One witness told officers that after the shooting occurred he saw the victim crawling on the street and then making his way back to his house.

Bates Carr, the victim's father, said he heard a commotion and then spoke to his son.

Derek Carr reportedly told him, "Dad, I'm hit."

The victim's mother, Debra Carr, told officers she heard approximately six shots.

Last summer at a meeting to discuss solutions to violence in Des Moines, Bates Carr said, "We're going to have to go to the youth and get them involved. We're all community. We're all family. We just need to reach out to our kids and let them know we love them."

Police and community leaders worked together last year after some violent incidents in and around Evelyn Davis Park.

Violence in Des Moines

often picks up in the spring when groups of young people begin congregating late at night.

Police Sgt. Chris Scott said detectives are trying to identify the motive for the shooting of Derek Carr. They think Propps and Carr were acquaintances but do not know whether they were friends or were involved in a dispute, Scott said.

According to a police report, a small bag containing what was believed to be marijuana was found in jeans that medics cut off the victim.

### Iowa Mortgage Professionals

# MORTGAGE GUIDE

PROGRAM	RATE	APR
30 year fixed	4.75%	5.053%
30 year FHA	4.375%	4.977%
15 year fixed	4.125%	4.501%

Purchase or Refinance  
**CALL TODAY: 515.710.7155** (nmls-8310)  
or visit our website at [www.iowamortgagepro.com](http://www.iowamortgagepro.com)



**IOWA MORTGAGE PROFESSIONALS, INC.**  
1200 Valley West Dr., Suite 700  
West Des Moines, IA 50266

Iowa Mortgage Banker  
MBK-2004-0072 nmls # 7047

\*Reimbursement of appraisal occurs upon closing and funding of loan with Iowa Mortgage Professionals. Rates effective as of February 28, 2011. LEGEND: Call for rates. These actual rates were not available at press time. All rates are quoted on a minimum FICO score of 740. Conventional loans are based on a loan amount of \$165,000. Points quoted include discount and/or origination. Lock Days: 30/60. Annual Percentage Rate (APR) is based on fully indexed rates for adjustable rate mortgages (ARMs). The APR on your specific loan may differ from the sample used. Fees reflect charges relative to the APR. If your down payment is less than 20% of the home's value you will be subject to Private Mortgage Insurance (PMI). There is no guarantee of the accuracy of the information appearing above or the availability of rates and fees in this table. All rates, fees and other information are subject to change without notice. We recommend you consult Iowa Mortgage Professionals to determine what rate may be available to you. These rates assume minimum down payment or equity of 5%.

**Coming This Saturday Only!**  
THE CIVIC CENTER PRESENTS

**MARTHA GRAHAM DANCE COMPANY**  
With Musicians from the Des Moines Symphony

**Saturday, March 5 • 7:30 pm**

PART OF  
**THE DANCE SERIES**

CivicCenter.org • 800-745-3000  
Civic Center Ticket Office • Ticketmaster Locations

**CIVIC CENTER OF GREATER DES MOINES**

**Dr. Ross J. Va**  
**OBGYN (Board Cer**

**EDC 11-11-11**

- Pregnancies conceived on February 19, 2011 will have due date of 11-11-11
- Conceptions the week before after February 19, 2011, have probability of delivery on 11-11-11
- For any deliveries in my practice on 11-11-11, the fees collected will be placed into a savings in the baby's name to be received on the child's 21st birthday

1601 NW 114th St St  
**(515) 2**

# The Des Moines Register

## AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT  
Exhibit "A"

STATE OF IOWA  
SS  
COUNTY OF POLK

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

Accounting Specialist *[Signature]*

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

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

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

2-21-11

Subscribed and sworn to before me by said affiant this 21 day of February

2011

*[Signature]*  
Notary Public in and for Polk County, Iowa

**R212 NOTICE OF HEARING TO WHOM IT MAY CONCERN:**  
A public hearing will be held on March 14th, 2011, at 4:00 p.m. by the Board of Directors of the Des Moines Area Community College, at the DMACC Newton Polytechnic Campus, 600 North 2nd Avenue W, Newton, Iowa, Conference Center - Room 210A, in relation to the proposed specifications and form of contract for the construction of the following project:  
DMACC Urban & West Campus Science Classroom Remodeling 2011  
at which time any interested persons may appear and file objections to the said proposed plans and specifications, form of contract and the cost of such improvements.  
Said Board of Directors will then hear said objections and any evidence for or against the same, and forthwith enter of record its decision thereon.

SUSAN HAZELTON  
Notarial Seal - Iowa  
Commission # 223923  
My Commission Expires 2-10-11

# The Des Moines Register

## AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT  
Exhibit "A"

STATE OF IOWA  
SS  
COUNTY OF POLK

**R195 NOTICE TO BIDDERS**  
Sealed bids for the DMACC Urban & West Campus Science Classroom Remodeling 2011 project will be received by Des Moines Area Community College in DMACC Building 22 - The Commons - Eldon Leonard Board Room, 2006 S. Ankeny Blvd., Ankeny, Iowa 50023, until 2:00 p.m. local Iowa time on the 10th day of March, 2011, and will be publicly opened and read aloud.

A Pre-bid Conference will be held at 2:00 pm on February 24th, 2011, at the DMACC Building 22 - The Commons - Eldon Leonard Board Room, 2006 S. Ankeny Blvd., Ankeny, Iowa 50023

Complete bidding documents, including the information for Bidders, Instructions for Bidders, Bid Form, Form of Contract, Plans, and Specifications for this project are available in electronic form. They may be viewed online and downloaded without charge and without deposit from [www.aeplans.com](http://www.aeplans.com) and are available to local plan rooms and reprographers. If software/website technical assistance is needed please call toll free 888-320-3032. Bidders must register through the website to be notified of addenda.

Prime Contractors can also obtain 1 set of printed bidding documents from Bee Line & Blue Printing (515) 244-1611 in Des Moines, Iowa, at 2507 Ingersoll Avenue for a plan deposit of \$50.00 or MBI card. The deposit or MBI card will be returned to the bidder when bid documents are returned in good condition.

Printed sets of bidding documents may also be viewed at the locations below:

1. Master Builders of Iowa, 221 Park Street, Box 695, Des Moines, Iowa 50303
2. Dodge Corporation, 939 Office Park Road, Suite 121, West Des Moines, Iowa 50265
3. DMACC, 2006 South Ankeny Blvd., B#12, Ankeny, Iowa 50023
4. RDG Planning & Design, 301 Grand Avenue, Des Moines, Iowa 50309

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

Accounting Specialist Karen Zepeda

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

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

2/21 + 2/28/11

Subscribed and sworn to before me by said affiant this 2 day of March

2011

Susan Hazelton  
Notary Public in and for Polk County, Iowa

SUSAN HAZELTON  
Notarial Seal - Iowa  
Commission # 223923  
My Commission Expires 12-11



Board of Directors  
Des Moines Area Community College

PUBLIC HEARING  
March 14, 2011

A special meeting of the Des Moines Area Community College Board of Directors was held at the Newton campus on March 14, 2011. Board Vice Chair Kevin Halterman called the meeting to order at 4:00 p.m.

ROLL CALL

Members present: Fred Buie, *\*Jeff Hall*, Kevin Halterman, Jim Knott, Cheryl Langston, Ben Norman, *\*Madelyn Tursi*.

Members connected via telenet: Joe Pugel, *\*Wayne Rouse*.

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

CONSIDERATION OF  
TENTATIVE AGENDA

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

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

ACKNOWLEDGMENT OF  
PUBLIC HEARING

Board Treasurer Greg Martin reported that the notice of the time and place for the Public Hearing for the Budget was published in the Des Moines Register on Tuesday, March 1. The notice of the time and place for the Public Hearing for the DMACC Urban and West Campus Science Classroom Remodeling project was published in the Des Moines Register on Monday, February 21. The notice to bidders was published in the Des Moines Register on Monday, February 21 and again on Monday, February 28. No written objections have been received.

*\*Hall and Tursi arrive.*

PUBLIC COMMENTS

None.

ADOPTION OF FY 2012  
GENERAL AND PLANT FUND  
BUDGETS

Board Report 11-025. Attachment #1. Norman moved; seconded by Buie recommending that the Board pass a Resolution adopting the proposed FY 2012 budget (Funds 1, 2 and 7) and the proposed FY 2012 tuition and fee schedule.

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

*\* Rouse connects to meeting via telenet.*

DMACC URBAN AND WEST  
CAMPUS SCIENCE  
CLASSROOM REMODELING  
2011

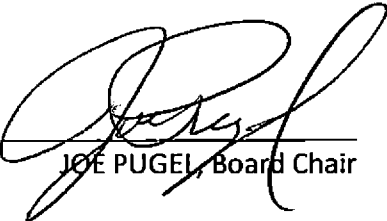
Board Report 11-026. Attachment #2. Langston moved; seconded by Norman recommending that the Board adopt the resolution approving plans and specifications, form of contract and estimated costs for the DMACC Urban and West Campus Science Classroom Remodeling 2011 and approving to award the contract to Story Construction Company.

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

ADJOURN

Langston moved to adjourn; seconded by Norman at 4:12 p.m.

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



JOE PUGEL, Board Chair



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CAROLYN FARLOW, Board Secretary



**RESOLUTION ADOPTING PROPOSED BUDGETS & TUITION & FEES  
FY 2012**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, that the proposed FY2012 General and Plant Fund budget estimates (Funds 1, 2 and 7), and the proposed tuition and fees rates for FY2012, are hereby adopted, and that the Board Secretary is hereby directed to forward copies of the budgets to county auditors as required by law.

PASSED AND APPROVED this 14th day of March, 2011.

  
President, Board of Directors

ATTEST:

  
Secretary, Board of Directors

ROLL CALL VOTE

**Adopted Budget and Certification of Community College Taxes**  
**Fiscal Year July 1, 2011 - June 30, 2012**  
**Des Moines Area Community College**

Control County:  
POLK

TO: County Auditors and Board of Supervisors in the Counties of  
 Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton  
 Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story, Warren

ESTIMATED TAX LEVIES COMPLETED BY THE COMMUNITY COLLEGE		Estimated Dollars Necessary to be Raised By Property Tax AND Utility Replacement Tax	Approved Tax Rate	Property Taxes Levied
Tax Levies Adopted	Line			
Unrestricted General	1	6,787,588	0.20250	6,590,334
Restricted General	2			
Unemployment Compensation	3	140,000	0.00418	136,038
Tort Liability	4	250,000	0.00746	242,785
Insurance	5	2,300,000	0.06862	2,233,228
Early Retirement	6	500,000	0.01492	485,569
Equipment Replacement	7	3,016,706	0.09000	2,929,037
Cash Reserve	8			
Standby	9		0.00000	0
Total - General Funds	10	12,994,294	0.38768	12,616,991
Plant Funds	11	6,787,588	0.20250	6,590,334
Bonds & Interest Funds	12		0.00000	0
Grand Total -- All Funds	13	19,781,882	0.59018	19,207,325

1-1-10 Taxable Valuation	WITH Gas & Elec Util	33,518,951,813	WITHOUT Gas & Elec	32,544,858,102
1-1-10 Tax Increment Valuation	WITH Gas & Elec Util	2,959,194,586	WITHOUT Gas & Elec	2,959,194,586
1-1-10 Debt Service Valuation	WITH Gas & Elec Util	36,478,146,399	WITHOUT Gas & Elec	35,504,052,688

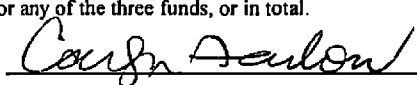
REVISED TAX LEVIES COMPLETED BY CONTROL COUNTY AUDITOR		Property Tax AND Utility Replacement Tax	Tax Rate	Property Taxes Levied
Tax Levies Adopted	Line			
Unrestricted General	1			
Restricted General	2			
Unemployment Compensation	3			
Tort Liability	4			
Insurance	5			
Early Retirement	6			
Equipment Replacement	7			
Cash Reserve	8			
Standby	9			
Total - General Funds	10			
Plant Funds	11			
Bonds & Interest Funds	12			
Grand Total -- All Funds	13			

1-1-10 Taxable Valuation	WITH Gas & Elec Util		WITHOUT Gas & Elec	
1-1-10 Tax Increment Valuation	WITH Gas & Elec Util		WITHOUT Gas & Elec	
1-1-10 Debt Service Valuation	WITH Gas & Elec Util		WITHOUT Gas & Elec	

I certify this budget is in compliance with the following statements:

- The prescribed Notice of Public Hearing (Form 633) was lawfully published in all official newspapers, with said publication(s) being individually evidenced by verified and filed proof(s) of publication.
- All budget hearing notices were published not less than 10 days, nor more than 20 days, prior to the budget hearing.
- Adopted property taxes do not exceed published amounts.
- Adopted expenditures do not exceed published amounts for any of the three funds, or in total.
- This budget was certified on or before March 15, 2011.
- Debt service needs verified.

  
 \_\_\_\_\_ Board Secretary  
 \_\_\_\_\_ County Auditor


RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC URBAN AND WEST CAMPUS SCIENCE ROOM REMODELING 2011.

WHEREAS, on the 14<sup>th</sup> day of February, 2011 plans, specifications, form of contract and estimated costs were filed with the Secretary of the Board of Directors of the Des Moines Area Community College for the project; and

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

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Des Moines Area Community College that said plans, specification, form of contract, and estimated costs are hereby approved and adopted as the plans, specifications, form of contract, and estimated costs for the DMACC Urban and West Campus Science Room Remodeling 2011.

PASSED AND APPROVED this 14<sup>th</sup> day of March, 2011.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

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

Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
March 14, 2011 – Immediately following Public Hearing

DMACC Newton Campus  
600 North 2<sup>nd</sup> Avenue West; Newton, Iowa

## Agenda

1. Call to order – Immediately following Public Hearing.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Mary Entz; Provost, Newton Campus  
Joe DeHart; Executive Director of Institutional Effectiveness
6. Consent Items.
  - a. Consideration of minutes from February 14, 2011 Budget Work Session, Public Hearing and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
7. Board Report 11-027. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for Acute Care, Inc.
8. Board Report 11-028. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for Benefit Administration for the Self Employed, LLC.
9. Board Report 11-029. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for DMACC Entrepreneurial Training Project #5.

10. Board Report 11-030. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **DMACC Entrepreneurial Training Project #6.**
11. Board Report 11-031. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Loffredo Gardens, Inc.**
12. Board Report 11-032. A resolution authorizing the calling of a portion of New Jobs Training Certificates Multiple Projects 32.
13. Board Report 11-033. DMACC Ankeny Campus Boiler Replacement
14. Presentation of financial report.
15. President's report.
16. Committee reports.
17. Board members' reports.
18. Closed Session – Collective Bargaining.
19. Information items:
  - March 14-18 – Spring Break.
  - March 21 – DMACC 45<sup>th</sup> Anniversary Event; Boone; 12:00 p.m.
  - March 22 – DMACC 45<sup>th</sup> Anniversary Event; Ames; 9:00 a.m.
  - March 22 – DMACC 45<sup>th</sup> Anniversary Event; Ankeny, Bldg 5; 11:30 a.m.
  - March 23 – DMACC 45<sup>th</sup> Anniversary Event; Newton; 12:30 p.m.
  - March 24 – DMACC 45<sup>th</sup> Anniversary Event; West; 9:00 a.m.
  - March 25 – DMACC 45<sup>th</sup> Anniversary Event; Urban; 11:30 a.m.
  - March 25 – DMACC 45<sup>th</sup> Anniversary Event; Porter Center; 1:30 p.m.
  - March 30 – DMACC 45<sup>th</sup> Anniversary Event; Carroll; 11:30 a.m.
  - April 12 – Board Meeting- Joint Meeting at Heartland AEA; Johnston; 4:00 p.m.
  - May 4 – Commencement for Ankeny, Newton, Urban and West campuses; Wells Fargo Arena; 7:00 p.m.
  - May 6 – Boone Commencement; 10:00 a.m.
  - May 9 – Carroll Commencement; Carroll Senior High School; 6:30 p.m.
20. Adjourn.

Board of Directors  
Des Moines Area Community College

REGULAR BOARD MEETING  
March 14, 2011

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Newton campus on March 14, 2011. Board Vice Chair Kevin Halterman called the meeting to order at 4:13 p.m.

ROLL CALL

Members present: Fred Buie, Jeff Hall, Kevin Halterman, Jim Knott, Cheryl Langston, Ben Norman, Madelyn Tursi.

Members connected via telenet: Joe Pugel, Wayne Rouse.

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

CONSIDERATION OF AGENDA

Vice Chair Halterman announced that Board Report 11-029 has been pulled from the agenda. Langston moved; seconded by Norman to approve the revised agenda.

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

PUBLIC COMMENTS

None.

PRESENTATIONS

Mary Entz, Provost of Newton Campus, introduced her staff and thanked them for their hard work. She then provided an update on the status of the Newton Career Academy and the Conference Center and also presented an overview of programs and activities at the Newton campus.

Joe DeHart, Executive Director of Institutional Effectiveness, provided an overview of the AQIP accreditation process and reviewed feedback on our systems portfolio.

CONSENT ITEMS

Langston moved; seconded by Hall to approve the consent items: a) Minutes from the February 14, 2011 Budget Work Session, Public Hearing and Regular Board Meeting; b) Human Resources Report (Attachment #1); and c) Payables (Attachment #2).

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

APPROVE RETRAINING OR  
TRAINING AGREEMENTS

Tursi moved; seconded by Hall to approve Items #7, 8, 10 and 11 as one consent item.

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

*Acute Care, Inc.*

Board Report 11-027. Attachment #3. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Acute Care, Inc.**

*Benefit Administration for the Self Employed, LLC*

Board Report 11-028. 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 **Benefit Administration for the Self Employed, LLC.**

*DMACC Entrepreneurial Training Project #5*

Board Report 11-029. This item was pulled from the agenda.

*DMACC Entrepreneurial Training Project #6*

Board Report 11-030. 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 **DMACC Entrepreneurial Training Project #6.**

*Loffredo Gardens, Inc.*

Board Report 11-031. 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 **Loffredo Gardens, Inc.**

CALLING PORTION OF NEW  
JOBS TRAINING CERTIFICATES  
MULTIPLE PROJECTS 32

Board Report 11-032. Attachment #7. Norman moved; seconded by Tursi recommending that the Board authorize the calling of bonds for Multiple Projects 32.

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

DMACC ANKENY CAMPUS  
BOILER REPLACEMENT

Board Report 11-033. Attachment #8. Hall moved; seconded by Knott recommending that the Board adopt a resolution setting April 12, 2011 at 5:00 p.m. as the Public Hearing Date and Adopting Proposed Plans and Specifications and Form of Contract and Estimated Costs for the DMACC Ankeny Campus Boiler Replacement Project and setting April 7, 2011 at 2:00 p.m. as the date for the receipt of bids.

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

FINANCIAL REPORT

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

COMMITTEE REPORTS

None.

CLOSED SESSION FOR  
COLLECTIVE BARGAINING

Langston moved; seconded by Hall to hold a closed session to conduct a strategy meeting of a public employer concerning employees covered by a collective bargaining agreement as provided in Section 20.17(3) of the Iowa Code.

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

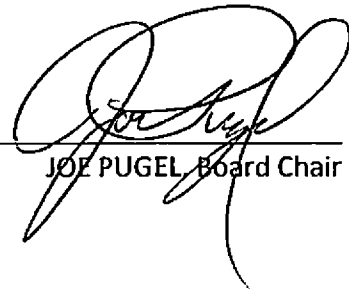
RETURN TO OPEN SESSION

The Board returned to open session at 5:23 p.m. A tape recording of the closed session has been placed in the lock box at Community State Bank.

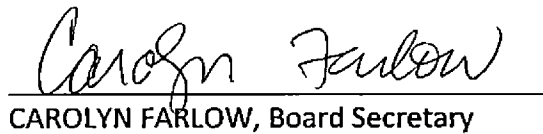
ADJOURN

Buie moved to adjourn; seconded by Tursi.

Motion passed unanimously and at 5:25 pm, Board Vice Chair Halterman adjourned the meeting. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary



#1



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

Date: March 14, 2011  
Page: 1

AGENDA ITEM      Human Resources Report

BACKGROUND

There are no personnel actions to report at this time.

Report: FWRK040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC HEA	523640	\$6,458.72	\$6,458.72	2272	Payroll Office	DMACC/HEA Dues Payab
Alliant Energy	523656	\$7,235.70	\$7,180.54	6190	Boone Campus Housing	Utilities
			\$55.16	6190	Utilities	Utilities
Arnold Motor Supply	523666	\$3,403.50	\$2,202.53	6322	Auto Service	Materials & Supplies
			\$599.10	6322	Auto Service	Materials & Supplies
			-\$227.52	6322	Story County Academy	Materials & Supplies
			\$20.34	6322	Story County Academy	Materials & Supplies
			\$395.90	6322	Story County Academy	Materials & Supplies
			\$27.38	6322	Story County Academy	Materials & Supplies
			\$80.90	6322	Story County Academy	Materials & Supplies
			\$291.18	6322	Story County Academy	Materials & Supplies
			\$13.69	6322	Story County Academy	Materials & Supplies
Arrow Stage Lines	523667	\$3,968.00	\$3,968.00	6269	Student Activities	Other Services
Bailey's Excavating Inc	523671	\$4,580.00	\$420.00	6269	Physical Plant Opera	Other Services
			\$4,160.00	6269	Physical Plant Opera	Other Services
CIRAS	523690	\$7,800.00	\$1,000.00	6269	Quality Assurance Tr	Other Services
			\$2,800.00	6269	Quality Assurance Tr	Other Services
			\$4,000.00	6269	Quality Assurance Tr	Other Services
City of Boone	523691	\$3,436.85	\$3,436.85	6190	Boone Campus Housing	Utilities
Clark Glass Inc	523693	\$16,025.00	\$1,475.00	6090	Physical Plant Opera	Maintenance/Repair o
			\$14,550.00	6090	Equipment Replacemen	Maintenance/Repair o
Co Line Welding Inc	523694	\$3,610.94	\$3,610.94	6269	Co-Line Welding-Job	Other Services
DART	523701	\$3,168.00	-\$4,032.00	6511	Ticket Sales	Purchases for Resale
			\$7,200.00	6511	Ticket Sales	Purchases for Resale
DigitalSignage.com	523707	\$4,480.00	\$4,480.00	6324	Technical Update Equ	Computer Software

27

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Foundation	523711	\$22,200.00	\$22,200.00	6518	Hospitality Careers	Gourmet Dinners
Electronic Communication	523716	\$4,134.29	\$1,419.63	6322	Equip Replacement Ne	Materials & Supplies
			\$1,987.77	6323	Office of Exec Dean,	Minor Equipment
			\$726.89	6323	Auto Service	Minor Equipment
First Choice Distribution	523722	\$2,625.48	\$528.66	6410	Plant Operations, St	Janitorial Materials
			\$1,338.48	6410	Physical Plant Opera	Janitorial Materials
			\$758.34	6410	Physical Plant Opera	Janitorial Materials
G & L Clothing	523725	\$4,672.82	\$2,513.14	6322	YouthBuild Project	Materials & Supplies
			\$2,159.68	6322	YouthBuild Project	Materials & Supplies
Goodwill Industries of Ce	523728	\$2,777.77	\$2,777.77	6269	YouthBuild Project	Other Services
Hewlett Packard	523734	\$40,206.20	\$1,914.00	6323	Web Based Instructio	Minor Equipment
			\$730.00	6322	Dean, Business & Inf	Materials & Supplies
			\$116.20	6322	Office of Dir, Finan	Materials & Supplies
			\$57.00	6322	Equip Replacement Sc	Materials & Supplies
			\$365.00	6325	Electronic Crime Ins	Computer Equipment
			\$300.00	6325	Equip Replacement Sc	Computer Equipment
			\$592.00	6323	Grounds	Minor Equipment
			\$36,132.00	6323	Office of VP, Info S	Minor Equipment
Iowa Association of Commu	523745	\$17,500.00	\$17,500.00	6269	Office of the Presid	Other Services
Iowa Workforce Developmen	523748	\$26,921.57	\$26,921.57	5970	Unemployment	Unemployment Comp
Martin Brothers Distribut	523764	\$5,774.47	\$1,352.31	6511	Cafeteria	Purchases for Resale
			\$1,701.09	6511	Cafeteria	Purchases for Resale
			\$1,876.88	6511	Cafeteria	Purchases for Resale
			\$844.19	6511	Cafeteria	Purchases for Resale
MJC Interiors	523779	\$3,027.00	\$3,027.00	6322	Office of Exec Dean,	Materials & Supplies
Moss Enterprises	523780	\$16,790.00	\$16,790.00	7100	Equip Replacement In	Furniture, Mach

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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
National PAS	523784	\$3,150.00	\$150.00	6040	Agribusiness Club	Memberships
			\$3,000.00	6040	Agribusiness Club	Memberships
National Recoveries Inc	523785	\$4,170.19	\$4,170.19	6780	Office of Controller	Collection Agency Ex
Okoboji Wines	523796	\$3,313.20	\$3,313.20	6322	Beverage Account	Materials & Supplies
Reinhart Foodservice	523810	\$3,534.50	\$1,614.06	6322	Child Care	Materials & Supplies
			\$648.28	6322	Hotel/Restaurant Man	Materials & Supplies
			\$283.90	6322	Hospitality Careers	Materials & Supplies
			\$338.10	6322	Hotel/Restaurant Man	Materials & Supplies
			\$650.16	6322	Hotel/Restaurant Man	Materials & Supplies
Scope Shoppe Inc	523816	\$11,820.00	\$10,225.00	6322	Equip Replacement In	Materials & Supplies
			\$1,595.00	6323	Equip Replacement In	Minor Equipment
Securitas Security Servic	523818	\$15,239.81	\$5,221.66	6261	Physical Plant Opera	Contracted Security
			\$10,018.15	6261	Office of the Dir, P	Contracted Security
Snap On Industrial	523822	\$4,327.92	\$3,285.71	1550	Office of Controller	Prepaid Expenses
			\$686.24	1550	Office of Controller	Prepaid Expenses
			\$45.97	1550	Office of Controller	Prepaid Expenses
			\$310.00	6322	Auto Service	Materials & Supplies
StoneRiver	523829	\$6,952.18	\$6,914.65	6269	StoneRiver, Inc-Job	Other Services
			\$37.53	6269	StoneRiver, Inc-Mgt/	Other Services
Tom Walters Co. Inc.	523835	\$3,870.00	\$450.00	6030	Plant Operations, St	Custodial Services
			\$3,420.00	6030	Boone Campus Housing	Custodial Services
TouchNet Information Syst	523836	\$22,348.15	\$22,348.15	6324	Office of Controller	Computer Software
Trans Iowa LC	523837	\$3,777.70	\$3,777.70	6269	Food Service-Culinar	Other Services
Triplett Office Essential	523839	\$2,686.00	\$2,686.00	6323	Economic Development	Minor Equipment

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Verizon Wireless	523846	\$2,785.99	\$43.01	6150	Office of Exec Dean,	Communications
			\$60.98	6150	Upward Bound FY2011	Communications
			\$64.01	6150	Academic Development	Communications
			\$55.75	6150	Office of Coord, Cir	Communications
			\$52.01	6150	Office of Dean, Heal	Communications
			\$109.19	6150	Office of Exec Dean,	Communications
			\$88.22	6150	Office of Dean, Scie	Communications
			\$62.11	6150	Office of Exec Dean,	Communications
			\$57.01	6150	Office of Exec Dean,	Communications
			\$697.14	6150	Economic Development	Communications
			\$130.26	6150	Office of Exec Dir,	Communications
			\$58.30	6150	Office of Dir, Marke	Communications
			\$74.51	6150	Office of the Dir, P	Communications
			\$107.48	6150	Physical Plant Opera	Communications
			\$30.42	6150	Quality Assurance Tr	Communications
			\$144.77	6150	Special Needs	Communications
			\$59.57	6150	Office of Sr VP, Aca	Communications
			\$43.01	6150	Office of Sr VP, Bus	Communications
			\$57.01	6150	Office of VP, Info S	Communications
			\$668.97	6150	WLAN Support	Communications
\$58.00	6150	Program Development	Communications			
\$64.26	6150	Associate Dean, Urba	Communications			
Vital Support Systems	523848	\$6,825.00	\$6,825.00	6015	Office of VP, Info S	Consultant's Fees
Ziegler Inc	523866	\$6,690.59	\$6,690.59	6060	Physical Plant Opera	Maintenance/Repair o
ACT	523931	\$3,771.50	\$26.00	6019	DSM-CRC	Other Professional S
			\$605.00	6019	DSM-CRC	Other Professional S
			\$3,140.50	6019	DSM-CRC	Other Professional S
Iowa Communications Netwo	523945	\$4,144.62	\$0.68	6150	Newton-TAA	Communications
			\$8.60	6150	Perry-General Fund	Communications
			\$4,085.13	6150	IWD-Des Moines Offic	Communications
			\$1.34	6150	Newton-PJ Basic	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	523945	\$4,144.62	\$8.73	6150	Newton-General Fund	Communications
			\$4.30	6150	Boone-General Fund	Communications
			\$10.78	6150	Ames-General Fund	Communications
			\$25.06	6150	Pella-General Fund	Communications
Iowa Workforce Developmen	523947	\$13,495.35	\$13,495.35	6210	IES-Des Moines	Rental of Buildings
Office Max Inc	523961	\$3,911.44	\$10.79	6322	Des Moines-General F	Materials & Supplies
			\$1.18	6322	DSM-UI	Materials & Supplies
			\$6.50	6322	DSM-UI	Materials & Supplies
			\$84.49	6322	DSM-Wag-Pey	Materials & Supplies
			\$210.40	6322	IWD-IES	Materials & Supplies
			\$45.44	6322	IWD-IES	Materials & Supplies
			\$21.08	6322	Promise Jobs Workpla	Materials & Supplies
			\$242.00	6322	IWD-IES	Materials & Supplies
			\$37.36	6322	IWD-IES	Materials & Supplies
			\$361.32	6322	IWD-IES	Materials & Supplies
			\$115.34	6322	IWD-IES	Materials & Supplies
			\$154.62	6322	IWD-IES	Materials & Supplies
			\$42.49	6322	IWD-IES	Materials & Supplies
			\$349.18	6322	IWD-IES	Materials & Supplies
			\$417.60	6322	Project Employment-C	Materials & Supplies
			\$227.70	6322	WIA-Dislocated Worke	Materials & Supplies
			\$39.00	6322	Des Moines-General F	Materials & Supplies
			\$5.05	6322	IWD-IES	Materials & Supplies
			\$19.35	6322	WIA-Dislocated Worke	Materials & Supplies
			\$8.30	6322	WIA-Adult	Materials & Supplies
\$2.98	6322	Newton-TAA	Materials & Supplies			
\$14.10	6322	Newton-PJ Basic	Materials & Supplies			
\$95.69	6322	Newton-General Fund	Materials & Supplies			
\$54.68	6322	DSM-DVOP	Materials & Supplies			
\$890.48	6322	DSM-NIC	Materials & Supplies			
\$10.97	6322	DSM-NIC	Materials & Supplies			
\$7.06	6322	DSM-PJ Basic	Materials & Supplies			
\$15.02	6322	Promise Jobs-Trainin	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	523961	\$3,911.44	\$47.86	6322	Promise Jobs-Trainin	Materials & Supplies
			\$20.01	6322	DSM-Offender	Materials & Supplies
			\$102.39	6322	DSM-NIC	Materials & Supplies
			\$8.79	6322	Perry-General Fund	Materials & Supplies
			\$89.67	6322	IWD-IES	Materials & Supplies
			\$26.35	6322	IWD-IES	Materials & Supplies
			\$102.21	6322	IWD-IES	Materials & Supplies
			\$23.99	6322	DSM-Wag-Pey	Materials & Supplies
Ahlers and Cooney PC	523975	\$7,668.00	\$117.00	6013	Office of Sr VP, Bus	Legal Fees
			\$4,003.50	6013	Office of Sr VP, Bus	Legal Fees
			\$3,547.50	6013	Office of Sr VP, Bus	Legal Fees
Airgas North Central	523976	\$3,519.77	\$189.53	6322	Jasper County Career	Materials & Supplies
			\$550.75	6322	Equip Replacement In	Materials & Supplies
			\$550.75	6322	Equip Replacement In	Materials & Supplies
			\$550.75	6322	Equip Replacement In	Materials & Supplies
			\$52.85	6322	Jasper County Career	Materials & Supplies
			\$11.57	6322	Jasper County Career	Materials & Supplies
			\$176.70	6322	Jasper County Career	Materials & Supplies
			\$805.97	6322	Welding	Materials & Supplies
			\$201.02	6322	Welding	Materials & Supplies
			\$34.63	6322	Jasper County Career	Materials & Supplies
			\$78.72	6322	Jasper County Career	Materials & Supplies
\$316.53	6322	Jasper County Career	Materials & Supplies			
All Makes Office Interior	523979	\$4,516.17	\$1,039.55	6322	Equipment Replacemen	Materials & Supplies
			\$519.76	6322	Student Services	Materials & Supplies
			\$1,909.14	6322	Equip Replacement Sc	Materials & Supplies
			\$288.50	6322	Student Services	Materials & Supplies
			\$759.22	6323	Equipment Replacemen	Minor Equipment
Ames Municipal Utilities	523983	\$2,996.58	\$2,996.58	6190	Utilities	Utilities
Assessment Technologies I	523986	\$38,700.00	\$5,175.00	6269	NLN Testing	Other Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Assessment Technologies I	523986	\$38,700.00	\$5,625.00	6269	NLN Testing	Other Services
			\$5,962.50	6269	NLN Testing	Other Services
			\$2,925.00	6269	NLN Testing	Other Services
			\$2,362.50	6269	NLN Testing	Other Services
			\$2,812.50	6269	NLN Testing	Other Services
			\$1,575.00	6269	NLN Testing	Other Services
			\$2,250.00	6269	NLN Testing	Other Services
			\$2,250.00	6269	NLN Testing	Other Services
			\$5,737.50	6269	NLN Testing	Other Services
			\$2,025.00	6269	NLN Testing	Other Services
Budget Inn & Suites	523998	\$2,823.48	\$1,282.68	6321	Continuing Ed, 2 Day	Food
			\$1,540.80	6269	Continuing Ed, 2 Day	Other Services
CDW Government Inc	524007	\$4,683.07	\$89.91	6322	Info Tech/Network Ad	Materials & Supplies
			\$672.90	6322	Technical Update Equ	Materials & Supplies
			\$113.70	6322	Computer Aided Desig	Materials & Supplies
			\$2,697.73	6323	Equip Replacement In	Minor Equipment
			\$1,108.83	6323	Office of VP, Info S	Minor Equipment
City of Ankeny	524010	\$8,665.39	\$3,044.39	6190	Utilities	Utilities
			\$4,299.40	6190	Utilities	Utilities
			\$43.05	6190	Utilities	Utilities
			\$74.05	6190	Utilities	Utilities
			\$177.59	6190	Utilities	Utilities
			\$345.93	6190	Physical Plant Opera	Utilities
			\$50.80	6190	Utilities	Utilities
			\$66.30	6190	Utilities	Utilities
			\$235.36	6190	Utilities	Utilities
			\$35.62	6190	Utilities	Utilities
			\$50.80	6190	Utilities	Utilities
			\$58.55	6190	Utilities	Utilities
			\$58.55	6190	Utilities	Utilities
			\$50.80	6190	Utilities	Utilities
			\$35.62	6190	Utilities	Utilities



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City of Ankeny	524010	\$8,665.39	\$38.58	6190	Utilities	Utilities
Constellation NewEnergy G	524015	\$38,564.93	\$38,564.93	6190	Utilities	Utilities
Corbett, Benedicte A.	524016	\$5,760.00	\$5,760.00	6269	Visting French Chef	Other Services
Council for Opportunity i	524018	\$2,869.00	\$1,434.50	6040	Student Support Serv	Memberships
			\$1,434.50	6040	Upward Bound FY2011	Memberships
Davis Brown Koehn Shors a	524025	\$13,500.28	\$1,098.00	6013	Office of Sr VP, Bus	Legal Fees
			\$6,956.00	6013	Economic Development	Legal Fees
			\$737.50	6013	Whirlpool Buildings	Legal Fees
			\$2,673.28	6013	Office of Sr VP, Bus	Legal Fees
			\$2,035.50	6013	Office of Sr VP, Bus	Legal Fees
Deaf Action Center	524026	\$2,520.00	\$967.50	6269	Special Needs	Other Services
			\$675.00	6269	Special Needs	Other Services
			\$877.50	6269	Special Needs	Other Services
Direct Marketing Associat	524030	\$6,797.69	\$6,797.69	6110	Office of Exec Dir,	Information Services
DMACC Boone Campus Checki	524032	\$5,280.00	\$612.50	6269	Men's Basketball	Other Services
			\$647.50	6269	Women's Basketball	Other Services
			\$1,740.00	6267	Women's Basketball	Athletic Officials
			\$390.00	6930	Boone Athletic Depar	Other Current Expens
			\$1,890.00	6267	Men's Basketball	Athletic Officials
Electrical Service of Iow	524038	\$2,600.00	\$2,600.00	6377	Energy Efficiency Gr	Materials/Supplies f
Excel Business Supplies	524039	\$11,294.38	\$80.45	6322	Youth at Risk - Anke	Materials & Supplies
			\$35.88	6322	WLAN Support	Materials & Supplies
			\$389.17	6322	Wellness	Materials & Supplies
			\$107.96	6322	Veterinary Techician	Materials & Supplies
			\$385.33	6322	Student Services	Materials & Supplies
			\$437.04	6322	Student Services	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	524039	\$11,294.38	\$272.41	6322	Softskills Training	Materials & Supplies
			\$152.00	6322	Office of Dir, Stude	Materials & Supplies
			\$148.12	6322	Story County Academy	Materials & Supplies
			\$142.21	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$165.90	6322	Admissions/Registrat	Materials & Supplies
			\$331.03	6322	Office of Dir, Purch	Materials & Supplies
			\$236.24	6322	Program Development	Materials & Supplies
			\$8.97	6322	Physical Plant Opera	Materials & Supplies
			\$104.92	6322	Office of the Dir, P	Materials & Supplies
			\$551.77	6322	Other General Instit	Materials & Supplies
			\$52.41	6322	Office Occupations	Materials & Supplies
			\$66.16	6322	Practical Nursing	Materials & Supplies
			\$36.53	6322	Practical Nursing	Materials & Supplies
			\$49.21	6322	Practical Nursing	Materials & Supplies
			\$384.94	6322	Non-Credit Civil Eng	Materials & Supplies
			\$266.24	6322	Motorcycle and Moped	Materials & Supplies
			\$124.15	6322	Mathematics & Scienc	Materials & Supplies
			\$153.61	6322	Library	Materials & Supplies
			\$48.92	6322	Library	Materials & Supplies
			\$22.04	6322	Judicial Office	Materials & Supplies
			\$91.86	6322	Information Systems	Materials & Supplies
			\$50.29	6322	Office of Exec Dir,	Materials & Supplies
			\$155.68	6322	Health Services	Materials & Supplies
			\$31.76	6322	Evening & Weekend	Materials & Supplies
			\$19.96	6322	ESL	Materials & Supplies
			\$156.85	6322	Environmental Scienc	Materials & Supplies
			\$46.79	6322	Economic Development	Materials & Supplies
			\$123.39	6322	Dévelopmental Educat	Materials & Supplies
			\$1,081.16	6322	Dental Hygiene	Materials & Supplies
			\$250.65	6322	Office of Exec Dean,	Materials & Supplies
			\$387.97	6322	Office of Dean, Scie	Materials & Supplies
			\$543.53	6322	Office of Exec Dean,	Materials & Supplies
			\$691.45	6322	Dean, Business & Inf	Materials & Supplies
			\$107.53	6322	Curriculum & Schedul	Materials & Supplies
			\$11.18	6322	Credentials	Materials & Supplies

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Excel Business Supplies	524039	\$11,294.38	\$129.70	6322	Office of Dean, Heal	Materials & Supplies
			\$306.79	6322	Office of Controller	Materials & Supplies
			\$286.47	6322	Computer Science	Materials & Supplies
			\$27.97	6322	Child Care	Materials & Supplies
			\$41.39	6322	Business Administrai	Materials & Supplies
			\$12.43	6322	Business Office	Materials & Supplies
			\$121.74	6322	Auto Service	Materials & Supplies
			\$117.00	6322	Assessment Center Se	Materials & Supplies
			\$145.52	6322	Arts and Sciences	Materials & Supplies
			\$57.48	6322	Admission Processing	Materials & Supplies
			\$266.17	6322	DOT Civil Engr Tech	Materials & Supplies
			\$155.49	6322	Adult Basic Educatio	Materials & Supplies
			\$149.90	6322	ABE Book Sales	Materials & Supplies
			\$67.25	6322	NSF-STEM Learning Co	Materials & Supplies
			\$19.99	6322	NLN Testing	Materials & Supplies
			\$462.78	6322	Early Care, Health &	Materials & Supplies
			\$57.00	6322	Gateway to College	Materials & Supplies
\$101.60	6322	Transportation Insti	Materials & Supplies			
\$15.79	6322	Student Records/Serv	Materials & Supplies			
\$248.26	6322	Office of Exec Dir,	Materials & Supplies			
FFA Enrichment Center	524042	\$5,140.50	\$5,140.50	2014	FFA Enrichment Cente	Due to Others
G and S Office Machines L	524047	\$13,320.00	\$4,094.00	6060	WLAN Support	Maintenance/Repair o
			\$9,226.00	6322	WLAN Support	Materials & Supplies
Hewlett Packard	524064	\$7,327.09	\$957.00	6323	Equip Replacement In	Minor Equipment
			\$450.00	6325	Iowa Correctional In	Computer Equipment
			\$592.00	6323	Office of Dir, Finan	Minor Equipment
			\$4,182.09	6323	Equip Replacement Sc	Minor Equipment
			\$95.00	6322	Other Projects	Materials & Supplies
			\$309.00	6322	Office of VP, Info S	Materials & Supplies
\$742.00	6325	Equip Replacement He	Computer Equipment			
Iowa Association of Busin	524067	\$25,000.00	\$25,000.00	6930	Iowa Innovation Gate	Other Current Expens

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ipswitch Inc	524069	\$6,314.63	\$6,314.63	6324	Office of VP, Info S	Computer Software
Midwest Veterinary Supply	524102	\$4,500.00	\$4,500.00	6323	Equip Replacement In	Minor Equipment
Omega Pharmacy First Medi	524114	\$3,257.83	\$2,557.69	6322	Associates Degree Nu	Materials & Supplies
			\$86.00	6322	Associates Degree Nu	Materials & Supplies
			\$53.82	6322	Associates Degree Nu	Materials & Supplies
			\$560.32	6322	Associates Degree Nu	Materials & Supplies
Pioneer Hi Bred Internati	524122	\$102,007.49	\$52,726.88	6269	Pioneer Hi-Bred Intl	Other Services
			\$49,280.61	6269	Pioneer Hi-Bred Intl	Other Services
Purcell Printing and Grap	524133	\$4,090.94	-\$30.00	6322	Office of Dir, Marke	Materials & Supplies
			\$245.00	6120	IWD-IES	Printing/Reproductio
			\$930.79	6120	Continuing Ed, Trade	Printing/Reproductio
			\$2,945.15	6120	Office of Sr VP, Bus	Printing/Reproductio
RDG Planning and Design	524138	\$5,262.38	\$5,262.38	6269	Equip Replacement We	Other Services
Reserve Account	524140	\$50,000.00	\$50,000.00	6230	Mail Service	Postage and Expediti
Shaw, Barbara	524147	\$3,564.00	\$3,564.00	6269	Visting French Chef	Other Services
Smarthinking Inc	524153	\$10,000.00	\$10,000.00	6269	Peer Tutoring	Other Services
Transworld Systems	524165	\$5,250.00	\$5,250.00	6780	Office of Controller	Collection Agency Ex
Van Meter Industrial Inc	524172	\$10,456.58	\$7,073.69	6377	Buildings Equipment	Materials/Supplies f
			\$3,382.89	6377	Buildings Equipment	Materials/Supplies f
Vital Support Systems	524175	\$3,863.00	\$396.00	6322	Dean, Business & Inf	Materials & Supplies
			\$3,467.00	6150	Campus Communication	Communications
Waste Mgmt of Iowa Corp.	524178	\$3,962.11	\$161.86	6030	Physical Plant Opera	Custodial Services
			\$159.29	6030	Physical Plant Opera	Custodial Services

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

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Waste Mgmt of Iowa Corp.	524178	\$3,962.11	\$3,513.82	6030	Custodial	Custodial Services
			\$127.14	6030	Physical Plant Opera	Custodial Services
Wolin & Associates Inc	524187	\$19,547.81	\$9,443.97	6090	Buildings Equipment	Maintenance/Repair o
			\$479.50	6090	Buildings Equipment	Maintenance/Repair o
			\$9,624.34	6090	Buildings Equipment	Maintenance/Repair o
Gibbons, Sue A.	524234	\$12,500.00	\$12,500.00	6019	IES-Board	Other Professional S
DMACC HEA	524258	\$6,458.72	\$6,458.72	2272	Payroll Office	DMACC/HEA Dues Payab
Airgas North Central	524284	\$3,565.77	\$498.14	6322	Welding	Materials & Supplies
			\$34.04	6322	Jasper County Career	Materials & Supplies
			\$2,722.00	6322	Equip Replacement In	Materials & Supplies
			\$164.38	6322	Jasper County Career	Materials & Supplies
			\$47.98	6322	Welding	Materials & Supplies
			\$26.84	6322	Auto Body	Materials & Supplies
			\$72.39	6322	Jasper County Career	Materials & Supplies
Associated Builders & Con	524296	\$23,112.64	\$23,112.64	6269	Apprenticeships 260F	Other Services
B & H Photography	524302	\$3,245.00	\$3,245.00	6323	Other Projects	Minor Equipment
Bailey's Excavating Inc	524303	\$4,300.00	\$4,300.00	6269	Transportation	Other Services
Baker and Taylor Books	524304	\$5,383.84	\$11.07	6310	Equip Replacement Li	Library Books/Electr
			\$1,541.54	6310	Equip Replacement Li	Library Books/Electr
			\$130.00	6310	Equip Replacement Li	Library Books/Electr
			\$3,185.01	6310	Equip Replacement Li	Library Books/Electr
			-\$9.00	6310	Equip Replacement Li	Library Books/Electr
			\$87.15	6310	Equip Replacement Li	Library Books/Electr
			\$274.69	6310	Equip Replacement Li	Library Books/Electr
\$163.38	6310	Equip Replacement Li	Library Books/Electr			
Becker Underwood	524306	\$10,250.03	\$10,250.03	6269	Becker-Underwood-Job	Other Services

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Beirman Furniture	524309	\$2,824.12	\$1,620.56	6378	Equipment Replacemen	Materials/Supplies f
			\$1,203.56	6323	Equip Replacement Hu	Minor Equipment
Buccaneers Hockey	524319	\$4,350.00	\$4,350.00	6511	Ticket Sales	Purchases for Resale
Budget Inn & Suites	524320	\$4,989.67	\$1,204.94	6321	Continuing Ed, 2 Day	Food
			\$1,088.33	6321	Continuing Ed, 2 Day	Food
			\$1,444.50	6269	Continuing Ed, 2 Day	Other Services
			\$1,251.90	6269	Continuing Ed, 2 Day	Other Services
Clear Channel Broadcastin	524333	\$3,860.00	\$126.00	6110	Office of Dir, Marke	Information Services
			\$864.00	6110	Office of Dir, Marke	Information Services
			\$140.00	6110	Office of the Presid	Information Services
			\$2,730.00	6110	Office of the Presid	Information Services
DART	524343	\$2,543.31	\$2,543.31	6269	Office of Exec Dean,	Other Services
Department of Administrat	524346	\$8,848.39	\$8,848.39	6210	Miscellaneous Colleg	Rental of Buildings
Ellis Fire & Security	524368	\$10,250.00	\$10,250.00	6377	Buildings Equipment	Materials/Supplies f
Evisions Inc	524371	\$8,399.00	\$8,399.00	6324	Information Systems	Computer Software
Farner Bocken Co	524375	\$9,828.01	\$1,693.09	6511	Snack Bar - Boone	Purchases for Resale
			\$1,403.80	6511	Snack Bar - Boone	Purchases for Resale
			\$956.67	6511	Snack Bar - Boone	Purchases for Resale
			\$1,537.99	6511	Snack Bar - Boone	Purchases for Resale
			\$3,315.24	6511	Cafeteria	Purchases for Resale
			-\$47.10	6511	Snack Bar - Boone	Purchases for Resale
			-\$29.78	6511	Snack Bar - Boone	Purchases for Resale
			\$1,018.02	6511	Snack Bar - Boone	Purchases for Resale
-\$19.92	6511	Snack Bar - Boone	Purchases for Resale			
FBG Service Corporation	524376	\$40,782.69	\$4,003.86	6030	Physical Plant Opera	Custodial Services
			\$2,070.30	6030	Physical Plant Opera	Custodial Services

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

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FBG Service Corporation	524376	\$40,782.69	\$2,070.30	6030	Physical Plant Opera	Custodial Services
			\$4,099.40	6030	Physical Plant Opera	Custodial Services
			\$1,186.56	6030	Physical Plant Opera	Custodial Services
			\$20,277.61	6030	Custodial	Custodial Services
			\$822.13	6030	FFA Enrichment Cente	Custodial Services
			\$2,153.13	6030	Newton Rent	Custodial Services
			\$4,099.40	6030	Plant Operations, St	Custodial Services
			FHEG Ankeny Bookstore #10	524378	\$2,683,093.05	\$31.14
\$1,032.49	2019	Follett Bookstore				Accounts Payable Acc
\$4,363.87	2019	Follett Bookstore				Accounts Payable Acc
\$158,803.59	2019	Follett Bookstore				Accounts Payable Acc
\$15,163.62	4027	Budgeted Revenue				Tuition Refund
\$1,976.50	6322	Womens' Basketball B				Materials & Supplies
\$1,917.08	6322	Volleyball				Materials & Supplies
\$117.50	6322	Telecommunications				Materials & Supplies
\$3.99	6322	Student Services				Materials & Supplies
\$78.00	6322	STRIVE				Materials & Supplies
\$22.40	6322	Student Activities				Materials & Supplies
\$313.25	6322	Social/Behavioral Sc				Materials & Supplies
\$15.00	6322	Student Development				Materials & Supplies
\$78.75	6322	Psychology/Anthropolo				Materials & Supplies
\$27,721.22	6322	Program Development				Materials & Supplies
\$62.90	6322	Pharmacy Tech				Materials & Supplies
\$3.45	6322	Office of the Dir, P				Materials & Supplies
\$1.75	6322	Office Occupations				Materials & Supplies
\$5.75	6322	Continuing Ed, Nurse				Materials & Supplies
\$11.99	6322	Non-Credit Civil Eng				Materials & Supplies
\$72.82	6322	Office of Dir, Marke				Materials & Supplies
\$1,165.95	6322	Men's Basketball				Materials & Supplies
\$111.25	6322	Mathematics & Scienc				Materials & Supplies
\$1,301.69	6322	Mathematics & Scienc	Materials & Supplies			
\$76.32	6322	Library	Materials & Supplies			
\$30.00	6322	Legal Assistant	Materials & Supplies			
\$23.25	6322	Learning Center Book	Materials & Supplies			

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	524378	\$2,683,093.05	\$572.36	6322	Jasper County Career	Materials & Supplies
			\$502.25	6322	Info Tech/Network Ad	Materials & Supplies
			\$50.00	6322	Integrated Learning	Materials & Supplies
			\$78.75	6322	Humanities	Materials & Supplies
			\$84.93	6322	Humanities	Materials & Supplies
			\$4.85	6322	High School Completi	Materials & Supplies
			\$102.75	6322	Health Information T	Materials & Supplies
			\$207.63	6322	Graphic Design	Materials & Supplies
			\$4.98	6322	Enrollment Managemen	Materials & Supplies
			\$166.00	6322	Developmental Educat	Materials & Supplies
			\$67.38	6322	Office of Exec Dean,	Materials & Supplies
			\$3,180.00	6322	Office of Exec Dean,	Materials & Supplies
			\$199.06	6322	Office of Dean, Scie	Materials & Supplies
			\$522.54	6322	Office of Exec Dean,	Materials & Supplies
			\$183.24	6322	Office of Dean, Indu	Materials & Supplies
			\$7.17	6322	Office of Exec Dean,	Materials & Supplies
			\$1,148.55	6322	Dean, Business & Inf	Materials & Supplies
			\$6.54	6322	Office of Exec Dean,	Materials & Supplies
			\$111.16	6322	Office of Controller	Materials & Supplies
			\$57.88	6322	Communications	Materials & Supplies
			\$55.75	6322	Communications	Materials & Supplies
			\$78.60	6322	Office of Exec Dir,	Materials & Supplies
			\$16.80	6322	Bear Facts	Materials & Supplies
			\$14.95	6322	Auto Service	Materials & Supplies
			\$7.98	6322	Associates Degree Nu	Materials & Supplies
			\$1.99	6322	Arts and Sciences	Materials & Supplies
			\$3.99	6322	Architectural Drafti	Materials & Supplies
			\$98.92	6322	DOT Civil Engr Tech	Materials & Supplies
			\$1,313.77	6322	ABE Book Sales	Materials & Supplies
			\$405.92	6322	Corrections-Newton W	Materials & Supplies
			\$7.90	6322	Student Support Serv	Materials & Supplies
			\$5,198.46	6322	Gateway to College	Materials & Supplies
			\$212.50	6322	Corrections-Mitchell	Materials & Supplies
			\$828.69	6322	ECE Alliance-Articul	Materials & Supplies
			\$491.84	2019	Follett Bookstore	Accounts Payable Acc



Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	524378	\$2,683,093.05	\$1,490.70	6322	Retraining for Under	Materials & Supplies
			\$177.50	6322	Manufacturing Techno	Materials & Supplies
			\$2.19	6322	Exercise Science	Materials & Supplies
			\$733.50	6322	Baseball	Materials & Supplies
			\$7.16	6322	Information Systems	Materials & Supplies
			\$2,411,733.79	2019	Follett Bookstore	Accounts Payable Acc
			\$8,707.74	2019	Follett Bookstore	Accounts Payable Acc
			\$285.25	2019	Follett Bookstore	Accounts Payable Acc
			\$1,197.00	2019	Follett Bookstore	Accounts Payable Acc
			\$51.68	2019	Follett Bookstore	Accounts Payable Acc
			\$192.13	2019	Follett Bookstore	Accounts Payable Acc
			\$5,578.08	2019	Follett Bookstore	Accounts Payable Acc
			\$284.75	2019	Follett Bookstore	Accounts Payable Acc
			\$453.75	2019	Follett Bookstore	Accounts Payable Acc
\$21,848.73	2019	Follett Bookstore	Accounts Payable Acc			
First Choice Distribution	524380	\$5,185.84	\$120.00	6410	Office of Dean, Heal	Janitorial Materials
			\$606.36	6410	Physical Plant Opera	Janitorial Materials
			\$4,459.48	6410	Custodial	Janitorial Materials
Fitzgerald, Shawn	524382	\$4,025.00	\$4,025.00	6120	Office of Dir, Marke	Printing/Reproductio
Graphic Edge	524392	\$11,279.46	\$2,511.05	6322	Baseball	Materials & Supplies
			\$49.98	6322	Baseball Booster Clu	Materials & Supplies
			\$8,718.43	6240	IA Comm College Athl	Group Meeting/Worksh
Harding Hills Center LC	524399	\$7,394.25	\$7,394.25	6210	Miscellaneous Colleg	Rental of Buildings
Heartland Area Education	524401	\$3,333.34	\$3,333.34	6269	Mail Service	Other Services
Hewlett Packard	524404	\$8,084.54	\$144.00	6323	Economic Development	Minor Equipment
			\$144.00	6323	Equip Replacement Ne	Minor Equipment
			\$3,472.16	6325	Equip Replacement Sc	Computer Equipment
			\$76.00	6325	Equip Replacement Sc	Computer Equipment
			\$889.04	6323	Economic Development	Minor Equipment

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

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Hewlett Packard	524404	\$8,084.54	\$3,072.34	6060	Technical Update Equ	Maintenance/Repair o
			\$287.00	6060	Information Systems	Maintenance/Repair o
Hy Vee Food Stores	524415	\$6,426.10	\$6,426.10	6269	Office of Exec Dean,	Other Services
Imagetek Inc	524418	\$2,949.00	\$2,949.00	6265	Office of VP, Info S	Software Service Agr
Indoff	524419	\$2,513.00	\$2,513.00	6322	Equip Replacement Ne	Materials & Supplies
Iowa Dental Supply Co	524421	\$2,538.49	\$511.53	6322	Dental Assistant	Materials & Supplies
			\$91.16	6322	Dental Assistant	Materials & Supplies
			\$539.41	6322	Dental Hygiene	Materials & Supplies
			\$51.29	6322	Dental Hygiene	Materials & Supplies
			\$612.31	6322	Dental Hygiene	Materials & Supplies
			\$514.79	6322	Dental Hygiene	Materials & Supplies
			\$109.00	6060	Dental Hygiene	Maintenance/Repair o
			\$109.00	6060	Dental Hygiene	Maintenance/Repair o
Iowa State Fair	524423	\$6,176.00	\$6,176.00	6120	Office of Dir, Marke	Printing/Reproductio
Iowa Student Loan Liquidi	524424	\$2,700.00	\$2,700.00	1494	Fund 1 General Ledge	Partnership Loan Pro
KJWW Engineering Consulta	524437	\$3,319.88	\$1,623.18	6015	Energy Efficiency Gr	Consultant's Fees
			\$437.68	6015	Energy Efficiency Gr	Consultant's Fees
			\$784.24	6015	Energy Efficiency Gr	Consultant's Fees
			\$474.78	6015	Buildings Equipment	Consultant's Fees
Kreg Tool Company	524442	\$41,917.14	\$15,865.20	6269	Kreg Tool Comp #2-Mg	Other Services
			\$5,000.00	6269	Kreg Tool #2-Mgt/Sup	Other Services
			\$9,470.00	6269	Kreg Tool #2-Job Spe	Other Services
			\$11,581.94	6269	Kreg Tool Comp #2-Jo	Other Services
Lincoln National Life Ins	524446	\$46,707.96	\$6,979.86	2257	Payroll Office	Emp Opt Life Ins Pay
			\$1,445.00	2259	Payroll Office	Dep Supp Life Ins Pa
			\$2,523.50	2258	Payroll Office	Spouse Opt Life Ins

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lincoln National Life Ins	524446	\$46,707.96	\$1,131.90	2256	Payroll Office	ST Disability - B In
			\$6,678.82	2255	Payroll Office	ST Disability - A In
			\$13,969.24	2254	Payroll Office	Long Term Disability
			\$13,979.64	2253	Payroll Office	Basic Life Insurance
Litho Graphics Print Comm	524447	\$2,888.00	\$865.00	6120	NSF-STEM Learning Co	Printing/Reproductio
			\$359.00	6120	Student Records/Serv	Printing/Reproductio
			\$713.00	6120	Jasper County Career	Printing/Reproductio
			\$592.00	6120	Program Development	Printing/Reproductio
			\$359.00	6120	Student Records/Serv	Printing/Reproductio
Mardock Drafting Services	524449	\$2,696.00	\$2,696.00	6015	Buildings Equipment	Consultant's Fees
Martin Brothers Distribut	524451	\$4,653.03	\$20.90	6511	Cafeteria	Purchases for Resale
			\$707.35	6511	Cafeteria	Purchases for Resale
			\$987.97	6511	Cafeteria	Purchases for Resale
			-\$24.75	6511	Cafeteria	Purchases for Resale
			\$1,659.23	6511	Cafeteria	Purchases for Resale
			\$1,302.33	6511	Cafeteria	Purchases for Resale
Nelnet Business Solutions	524473	\$3,756.72	\$3,756.72	6269	Office of Controller	Other Services
Nollen, Joni L.	524477	\$6,000.00	\$6,000.00	6269	Tort Insurance	Other Services
Onicon Inc	524484	\$65,855.27	\$65,855.27	6377	Energy Efficiency Gr	Materials/Supplies f
ProQuest	524494	\$6,355.00	\$6,355.00	6269	Equipment Replacemen	Other Services
Purcell Printing and Grap	524496	\$3,398.91	\$99.00	6322	Economic Development	Materials & Supplies
			\$91.86	6322	Office of Exec Dean,	Materials & Supplies
			\$91.86	6322	Office of Dir, Finan	Materials & Supplies
			\$91.86	6322	Office of Dean, Scie	Materials & Supplies
			\$91.86	6322	Student Services	Materials & Supplies
			\$91.86	6322	WLAN Support	Materials & Supplies
			\$1,063.62	6120	Office of VP, Commnt	Printing/Reproductio

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	524496	\$3,398.91	\$772.29	6120	Office of Exec Dir,	Printing/Reproductio
			\$91.85	6322	Heating/AC/Refrig Te	Materials & Supplies
			\$91.85	6322	Office of Dean, Scie	Materials & Supplies
			\$91.22	6322	Student Services	Materials & Supplies
			\$91.22	6322	High School Equivale	Materials & Supplies
			\$91.22	6322	Business Administrai	Materials & Supplies
			\$91.22	6322	Communications	Materials & Supplies
			\$91.22	6322	Mathematics & Scienc	Materials & Supplies
			\$91.22	6322	Office of Dir, Marke	Materials & Supplies
			\$91.22	6322	Heavy Diesel Equipme	Materials & Supplies
			\$91.23	6322	Economic Development	Materials & Supplies
			\$91.23	6322	Paramedic Specialist	Materials & Supplies
			Qwest	524498	\$5,339.08	\$428.36
\$47.06	6150	Campus Communication				Communications
\$47.06	6150	Campus Communication				Communications
\$84.02	6150	Campus Communication				Communications
\$555.00	6150	Campus Communication				Communications
\$775.00	6150	Campus Communication				Communications
\$42.58	6150	Campus Communication				Communications
\$600.00	6150	Campus Communication				Communications
\$585.00	6150	Campus Communication				Communications
\$575.00	6150	Campus Communication				Communications
\$50.00	6150	IA Comm College Athl				Communications
\$775.00	6150	Campus Communication				Communications
\$775.00	6150	Campus Communication				Communications
Securitas Security Servic	524508	\$17,481.03	\$7,238.12	6261	Physical Plant Opera	Contracted Security
			\$10,242.91	6261	Office of the Dir, P	Contracted Security
Siemens Product Lifecycle	524510	\$14,406.00	\$8,405.00	6377	Energy Efficiency Gr	Materials/Supplies f
			\$6,001.00	6377	Energy Efficiency Gr	Materials/Supplies f
Snap On Industrial	524513	\$3,101.31	\$49.22	1550	Office of Controller	Prepaid Expenses
			\$3,002.87	1550	Office of Controller	Prepaid Expenses

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Snap On Industrial	524513	\$3,101.31	\$49.22	1550	Office of Controller	Prepaid Expenses
Stone, Dave	524516	\$3,050.00	\$3,050.00	6323	Equip Replacement In	Minor Equipment
Thomson West	524520	\$5,746.08	\$5,746.08	6269	Library	Other Services
Wellmark Health Plan of I	524539	\$807,428.13	\$9,394.19	2250	Payroll Office	Health Insurance Pay
			\$816,822.32	2250	Payroll Office	Health Insurance Pay
Wells Fargo Educational F	524540	\$28,655.00	\$6,731.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$1,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$2,859.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$2,565.00	1494	Fund 1 General Ledge	Partnership Loan Pro
Xerox Corp	524549	\$5,822.08	\$92.96	6322	Duplicating Services	Materials & Supplies
			\$1,222.00	6322	Duplicating Services	Materials & Supplies
			\$928.56	6322	Duplicating Services	Materials & Supplies
			\$545.90	6060	Non Tort Insurance	Maintenance/Repair o
			\$3,032.66	6060	Non Tort Insurance	Maintenance/Repair o
Xerox Corp	524550	\$4,799.17	\$1,352.92	6060	Duplicating Services	Maintenance/Repair o
			\$929.34	7620	Duplicating Services	Lease/Purchase Bldg
			\$1,498.61	6060	Duplicating Services	Maintenance/Repair o
			\$1,018.30	6060	Duplicating Services	Maintenance/Repair o
ACT	524575	\$2,559.31	\$55.90	6019	DSM-CRC	Other Professional S
			\$24.87	6019	DSM-CRC	Other Professional S
			\$165.33	6019	DSM-CRC	Other Professional S
			\$110.21	6019	DSM-CRC	Other Professional S
			\$78.50	6019	DSM-CRC	Other Professional S
			\$257.50	6019	DSM-CRC	Other Professional S

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2011 to 23-FEB-2011

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ACT	524575	\$2,559.31	\$937.00	6019	DSM-CRC	Other Professional S
			\$272.50	6019	DSM-CRC	Other Professional S
			\$447.00	6019	DSM-CRC	Other Professional S
			\$163.00	6019	DSM-CRC	Other Professional S
			\$47.50	6019	DSM-CRC	Other Professional S
Iowa Workforce Developmen	524592	\$6,956.52	\$8.68	6322	IWD-Des Moines Offic	Materials & Supplies
			\$30.67	6150	Workforce Services	Communications
			\$65.96	6322	IWD-IES	Materials & Supplies
			\$373.09	6322	Newton-General Fund	Materials & Supplies
			\$6,294.16	6030	IWD-IES	Custodial Services
			\$53.29	6150	Des Moines - Quality	Communications
			\$6.62	6322	Newton-PJ Basic	Materials & Supplies
			\$0.95	6230	Newton-TAA	Postage and Expediti
			\$0.89	6230	Newton-PJ Basic	Postage and Expediti
			\$6.09	6230	Newton-General Fund	Postage and Expediti
			\$4.90	6230	DSM-PJ Basic	Postage and Expediti
			\$7.07	6322	Newton-TAA	Materials & Supplies
			\$104.15	6150	DSM-NIC	Communications
			Iowa Workforce Developmen	524593	\$9,843.60	\$76.21
\$0.95	6230	Pella-General Fund				Postage and Expediti
\$3.31	6230	Newton-TAA				Postage and Expediti
\$3.11	6230	Newton-PJ Basic				Postage and Expediti
\$185.14	6230	Newton-General Fund				Postage and Expediti
\$2.75	6230	DSM-PJ Basic				Postage and Expediti
\$172.00	6322	DSM-NIC				Materials & Supplies
\$12.15	6322	IWD-Des Moines Offic				Materials & Supplies
\$665.00	6322	Des Moines - Quality				Materials & Supplies
\$1,334.78	6322	IWD-IES				Materials & Supplies
\$546.00	6480	Newton-General Fund				Travel-In State
\$6,294.16	6030	IWD-IES				Custodial Services
\$11.01	6150	Workforce Services				Communications
\$483.65	6150	Des Moines-General F				Communications
\$53.38	6150	Des Moines - Quality	Communications			

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
All Makes Office Interior	524625	\$10,168.82	\$9,756.82	6378	Office of VP, Info S	Materials/Supplies f
			\$412.00	6322	Promise Jobs-Trainin	Materials & Supplies
Alldata	524626	\$4,875.00	\$975.00	6269	Perkins Equipment	Other Services
			\$975.00	6269	Perkins Equipment	Other Services
			\$975.00	6269	Perkins Equipment	Other Services
			\$975.00	6269	Perkins Equipment	Other Services
			\$975.00	6269	Perkins Equipment	Other Services
Alliant Energy	524627	\$38,818.06	\$3,951.70	6190	Utilities	Utilities
			\$344.27	6190	Baseball	Utilities
			\$6,125.15	6190	Utilities	Utilities
			\$10,288.56	6190	Utilities	Utilities
			\$11,000.95	6190	Utilities	Utilities
			\$18.14	6190	Utilities	Utilities
			\$1,749.81	6190	Utilities	Utilities
			\$5,339.48	6190	Utilities	Utilities
Badding Winker Partnershi	524641	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Black Hills Energy	524648	\$3,872.81	\$3,872.81	6190	Utilities	Utilities
Brake Solutions Inc	524650	\$7,805.00	\$7,805.00	6323	Equip Replacement In	Minor Equipment
Buckman Laboratories Inc	524654	\$4,988.09	\$4,988.09	6377	Mechanical Maintenanc	Materials/Supplies f
Central Iowa Sheet Metal	524664	\$18,190.65	\$18,190.65	6269	Apprenticeships 260F	Other Services
Clear Channel Outdoor Inc	524670	\$3,900.00	\$3,900.00	6110	Office of Dir, Marke	Information Services
Eagle Electric Inc	524686	\$15,811.43	\$15,811.43	6377	Energy Efficiency Gr	Materials/Supplies f
Granite Transformations	524706	\$4,488.09	\$4,488.09	6269	Granite Transform-Jo	Other Services
Graphic Edge	524707	\$4,418.06	\$153.00	6322	Baseball Booster Clu	Materials & Supplies

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Graphic Edge	524707	\$4,418.06	\$548.89	6322	Baseball Booster Clu	Materials & Supplies
			\$445.57	6322	Volleyball Booster C	Materials & Supplies
			\$23.89	6322	Baseball Booster Clu	Materials & Supplies
			\$1,520.71	6322	Baseball Booster Clu	Materials & Supplies
			\$1,726.00	6322	Baseball Booster Clu	Materials & Supplies
Heat & Frost Insulators A	524715	\$3,259.00	\$3,259.00	6269	Apprenticeships 260F	Other Services
Hewlett Packard	524717	\$15,665.20	\$11,840.00	6323	Office of VP, Info S	Minor Equipment
			\$979.00	6323	Call Center	Minor Equipment
			\$32.00	6322	Office of Dean, Scie	Materials & Supplies
			\$2,814.20	6060	Information Systems	Maintenance/Repair o
Innovative Leadership USA	524721	\$10,750.00	\$10,750.00	6269	Iowa Innovation Gate	Other Services
Internet Solver Inc	524723	\$5,000.00	\$4,000.00	6150	Campus Communication	Communications
			\$1,000.00	6150	Campus Communication	Communications
Iowa Communications Netwo	524725	\$25,024.17	\$1,516.95	6150	Continuing Ed, Criti	Communications
			\$74.97	6150	Campus Communication	Communications
			\$18.43	6150	Campus Communication	Communications
			\$7,653.38	6150	Campus Communication	Communications
			\$18.19	6150	Campus Communication	Communications
			\$2,001.36	6150	Campus Communication	Communications
			\$87.18	6150	Campus Communication	Communications
			\$31.81	6150	Campus Communication	Communications
			\$4,342.09	6269	Distance Learning	Other Services
			\$9,279.81	6150	Campus Communication	Communications
Karl Chevrolet	524736	\$7,625.11	\$7,625.11	6060	Transportation Insti	Maintenance/Repair o
Kessler Team Sports Inc.	524737	\$4,579.88	\$4,579.88	6323	Equipment Replacemen	Minor Equipment
Lean Training & Consultin	524748	\$2,605.79	\$185.70	6015	Quality Assurance Tr	Consultant's Fees
			\$1,048.96	6015	Quality Assurance Tr	Consultant's Fees



Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lean Training & Consultin	524748	\$2,605.79	\$1,055.08	6015	Quality Assurance Tr	Consultant's Fees
			\$316.05	6015	Quality Assurance Tr	Consultant's Fees
Midwest Veterinary Supply	524759	\$10,019.32	\$9,940.00	6323	Equip Replacement In	Minor Equipment
			\$12.02	6322	Veterinary Techician	Materials & Supplies
			\$67.30	6322	Veterinary Techician	Materials & Supplies
National Curriculum & Tra	524765	\$4,530.77	\$4,530.77	6520	Driver Improvement B	Purchases for Resale
National Recoveries Inc	524767	\$10,813.99	\$6,981.79	6780	Office of Controller	Collection Agency Ex
			\$3,432.34	6780	Office of Controller	Collection Agency Ex
			\$318.16	6780	Office of Controller	Collection Agency Ex
			\$81.70	6780	Office of Controller	Collection Agency Ex
Neesvigs Inc	524768	\$4,826.93	\$290.37	6322	Bistro	Materials & Supplies
			\$759.92	6322	Hospitality Careers	Materials & Supplies
			\$104.42	6322	Hospitality Careers	Materials & Supplies
			\$834.36	6322	Bistro	Materials & Supplies
			\$189.68	6322	Bistro	Materials & Supplies
			\$265.98	6322	Bistro	Materials & Supplies
			\$104.38	6322	Bistro	Materials & Supplies
			\$1,384.72	6322	Bistro	Materials & Supplies
			\$285.92	6322	Bistro	Materials & Supplies
			\$138.19	6322	Bistro	Materials & Supplies
\$468.99	6322	Hospitality Careers	Materials & Supplies			
Nikkel and Associates Inc	524770	\$3,768.00	\$3,768.00	6060	Mechanical Maintenanc	Maintenance/Repair o
Radian6 Technologies Inc	524788	\$6,050.00	\$4,250.00	6019	Office of Dir, Marke	Other Professional S
			\$600.00	6269	Office of VP, Info S	Other Services
			\$1,200.00	6269	Office of Dir, Marke	Other Services
Reinhart Foodservice	524790	\$2,601.51	\$592.37	6322	Bistro	Materials & Supplies
			\$463.70	6322	Hotel/Restaurant Man	Materials & Supplies
			\$595.55	6322	Bistro	Materials & Supplies

Report: FWRR040  
 Date: 02/24/2011  
 Time: 10:00 AM

Des Moines Area Comm College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Reinhart Foodservice	524790	\$2,601.51	\$380.00	6322	Hospitality Careers	Materials & Supplies
			\$77.32	6322	Hotel/Restaurant Man	Materials & Supplies
			-\$27.28	6322	Hotel/Restaurant Man	Materials & Supplies
			\$519.85	6322	Bistro	Materials & Supplies
Touchboards.com	524813	\$3,423.00	\$3,423.00	6323	Dean, Business & Inf	Minor Equipment
Walman Optical Co	524829	\$2,659.08	\$3,500.00	6323	Equip Replacement He	Minor Equipment
			-\$840.92	6323	Optometric/Ophthalmi	Minor Equipment
Iowa Workforce Developmen	524857	\$13,495.35	\$13,495.35	6210	IES-Des Moines	Rental of Buildings
		REPORT TOTAL	\$5,073,132.02			

Newton, Iowa  
March 14, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of March, 2011, at 4:00 p.m., at the Newton Polytechnic Campus of the College in Newton, Iowa. The meeting was called to order and there were present the following named Board Members:

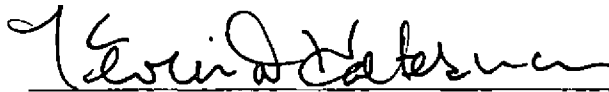
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning a Retraining Agreement between the College and Acute Care, 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 Acute Care, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input 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 ACUTE CARE, 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 Acute Care, 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:**

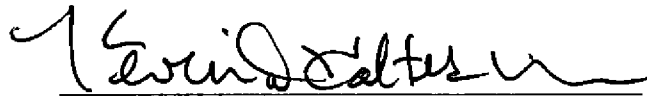
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 14th day of March, 2011.



President of the Board of Directors

ATTEST:

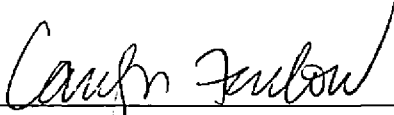


Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF JASPER        )

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 March 14, 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 14th day of March, 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 March 14, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Acute Care, Inc., Ankeny, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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



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

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

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

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

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

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

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

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

### **ARTICLE III PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI**  
**EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Acute Care, Inc.  
1609 N Ankeny Blvd., Ste 200  
Ankeny, Iowa 50023

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,

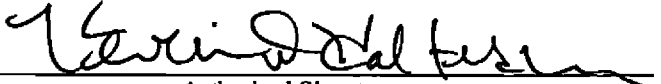
obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

Acute Care, Inc.  
Business

  
Authorized Signature

  
Authorized Signature

Kevin Haltermen, Board Vice Chair  
Type Name and Title

Christian P. Davins, CFA  
Type Name and Title

morganh@acutecare.com  
Email Address

2006 South Ankeny Blvd.

1609 N Ankeny Blvd Ste. 200

Ankeny, IA 50023  
Address

Ankeny, IA 50021  
Address

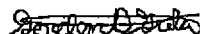
3-14-11

Date

1/18/11

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

**Acute Care, Inc.  
Project #1**

August 28, 2009

**Training Plan and Budget  
For Acute Care Inc.  
260F Project**

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

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$19,825</b>	<b>\$15,000</b>

**Communication and Customer Service:**

Employees will attend courses and seminars that will help them to develop skills in customer service, relationship building, communication, negotiating, and team building skills.

**Lean Systems Training and Implementation:**

Acute Care employees will participate in Lean operations training. This systematic approach concentrates on eliminating waste and producing what their customers need. Training may include but is not limited to will training in A3 Problem Solving, Value Stream Mapping, Quality Management, Team Training and Strategic Planning.

<b>II. Management/Supervisory Skills</b>	<b>\$8,825</b>	<b>\$ 6,250</b>
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**Leadership Development:**

Training classes, and/or seminars to help develop professional and leadership skills for Acute Care's Leadership Team. A portion of these coats will include tuition, trainer fees, registration fees, materials, equipment and travel expenses

<b>III. Materials and Supplies</b>	<b>\$ 1,000</b>	<b>\$ 0</b>
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**Training supplies, manuals, and books:**

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



**IV. Administrative Costs** **\$ 3,750** **\$3,750**

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

**Total** **\$33,400** **\$25,000**

The training began 8/28/09 with completion anticipated by 8/28/11. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 35 unduplicated employees and will show, at the completion of the contract, \$8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.

## 6. TRAINING PLAN

I. Training start date. 8/28/09

II. Training end date. 8/28/11

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

35

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Communication and Customer Service Training	\$11,000	30	VALUE OF WAGES & BENEFITS: \$17,190
Leadership Development Training	\$ 8,825	20	
Lean Systems Training and Implementation	\$ 8,825	28	VALUE OF FACILITIES:
Training Books and Manuals	\$ 1,000		VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES: \$300
			OTHER:
			TOTAL IN-KIND MATCH: \$17,490
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

<b>Total Training Cost</b>		<b>\$29,650</b>
<b>Admin. Costs</b>	+	<b>\$3,750</b>
<b>Total Project Cost equals</b>		<b>\$33,400</b>
<b>Company Cash Match *</b>		<b>\$8,400</b>
<b>IDED Award Amount equals (Maximum Award \$25,000)</b>		<b>\$25,000</b>

Business contribution above minimum program match?  Yes  No

\*If cash match is required, the company's cash match should total at least 25% of the total project cost (training costs plus administrative costs)

Newton, Iowa  
March 14, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of March, 2011, at 4:00 p.m., at the Newton Polytechnic Campus of the College in Newton, Iowa. The meeting was called to order and there were present the following named Board Members:

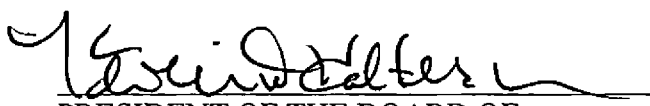
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning a Retraining Agreement between the College and Benefit Administration for the Self Employed, L.L.C. 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 Benefit Administration for the Self Employed, L.L.C." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input 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 BENEFIT ADMINISTRATION FOR THE SELF EMPLOYED, L.L.C.

**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 Benefit Administration for the Self Employed, L.L.C. (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 14th day of March, 2011.

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

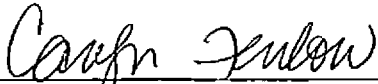
ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF JASPER        )

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 March 14, 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 14th day of March, 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 March 14, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Benefit Administration for the Self Employed, L.L.C., Adel, 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: BASE  
601 Visions Parkway  
Adel, IA 50003

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.

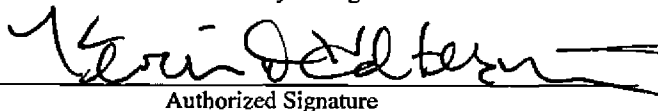
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

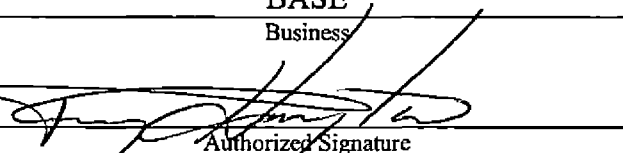
Des Moines Area Community College

BASE

Community College

Business





Authorized Signature

Authorized Signature

Kevin Halterman, Board Vice Chair

Terry Horning

Type Name and Title

Type Name and Title

Terry@Base105.com

Email Address

2006 South Ankeny Blvd.

1001 Visions Parkway

Ankeny, IA 50023

Adel, IA 50003

Address

Address

3-14-11

2-9-11

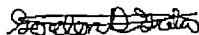
Date

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

**Benefit Administration for the Self Employed L.L.C.  
Project #2**

November 19, 2009

**Training Plan and Budget  
For  
BASE#2  
260F Project**

The following Training Plan reflects the expected training activities for BASE#2. The company will participate in some, if not all, of the following activities.

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

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

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$18,000.00</b>	<b>14,000.00</b>
<ul style="list-style-type: none"> <li>• <b>Professional Development</b> – BASE may send employees to classes offered by DMACC and/or outside vendors like EBIA. The training may include, but is not limited to sales training, Benefit’s training, customer service, motivation, change management, and time management. Consulting may also be included.</li> <li>• <b>Computer Skills</b> – 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 the following: Any and or all products contained in Microsoft Office, Flash, PowerPoint, etc.</li> <li>• <b>Workplace Lean</b> – BASE may do a workplace lean assessment. Training may include but is not limited to workplace lean, lean pillars, lean 101. Consulting and instruction on implementation may also be included.</li> </ul>		

The following positions will be trained on the above jobs skills:

- 7 Sales Reps
  - 8 Customer Service Reps
- 15 total employees to be trained

<b>II. Management/Supervisory Skills</b>	<b>\$8,000.00</b>	<b>5,000.00</b>
--	-------------------	-----------------

- **Leadership Development** - BASE may be sending their supervisors through training on the following topics which may include but is not limited to the following areas: leadership, management, interpersonal, coaching, motivational and teamwork skills. This will help the supervisor better manage employees. On-line training may be included. Consulting may also be included.

The following positions will be trained on the above Management/Supervisory Skills:

- 2 Customer Service Managers



- 2 Sales Managers
  - 1 Director or Operations
  - 2 Office Managers
  - 1 IT Manager
  - 1 HR Manager
- 9 total managers to be trained

**III. Materials and Supplies** **\$3588.00**    **\$2250.00**

Learning resources may be purchased for training; these may include but are not limited to, technical manuals, DVDs, videos and audio visual equipment, data projector, computer and computer software.

**IV. Administrative Costs** **\$ 3,750**    **\$3,750**

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

<b>Total</b>	<b>\$33,338</b>	<b>\$25,000</b>
--------------	-----------------	-----------------

The training began 11/19/09 with completion anticipated by 11/19/11. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 15 unduplicated employees and will show, at the completion of the contract, \$8,338 in-kind cash match. This match will be linked to the training as outlined in this plan.

## 6. TRAINING PLAN

I. Training start date. 11/19/2009

II. Training end date. 11/19/2011

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

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skills	18,000	15	VALUE OF WAGES & BENEFITS: 19,632
Management/Supervisory Skills	8,000	9	VALUE OF FACILITIES: 5,450
Training Materials	3,588	15	VALUE OF EQUIPMENT: VALUE OF SUPPLIES: 2,250
			OTHER:
			TOTAL IN-KIND MATCH 27,382
<b>TOTAL TRAINING COST</b>	<b>\$29,588.00</b>		

<b>Total Training Cost</b>		<b>\$29,588.00</b>
<b>Admin. Costs</b>	<b>+</b>	<b>\$3,750.00</b>
<b>Total Project Cost equals</b>		<b>\$33,338.00</b>
<b>Company Cash Match *</b>		<b>\$8,338.00</b>
<b>IDED Award Amount equals (Maximum Award \$25,000)</b>		<b>\$25,000.00</b>

Business contribution above minimum program match?  Yes  No

\*If cash match is required, the company's cash match should total at least 25% of the total project cost (training costs plus administrative costs)

Newton, Iowa  
March 14, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of March, 2011, at 4:00 p.m., at the Newton Polytechnic Campus of the College in Newton, Iowa. The meeting was called to order and there were present the following named Board Members:

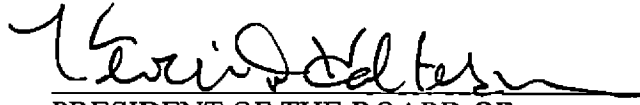
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning Training Contracts between the College and participants in the DMACC Entrepreneurial Training Program. 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 Training Contracts between the College and participants in the DMACC Entrepreneurial Training Program" The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

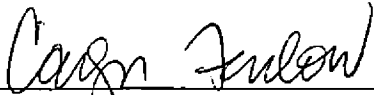
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\*\*\*\*\*



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 TRAINING CONTRACTS BETWEEN THE COLLEGE AND PARTICIPANTS IN THE DMACC ENTREPRENEURIAL TRAINING PROGRAM

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 training or retraining of workers within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

WHEREAS, the College has established an Entrepreneurial Training Program (the "Program") pursuant to the provisions of the Act for the purpose of providing entrepreneurial training for participants in the Program which will be beneficial to the participants 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 certain participants in the Program, including necessary expenses incidental thereto, in the amount of \$4,999; and

WHEREAS, a form of Training Contract, with the contents set forth in Exhibit "A" attached hereto, has been prepared under the terms of which the College agrees, subject to the provisions of such Contract, to provide training for participants in the Program;

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

Section 1. That the form of Training Contract, 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 Training Contracts with the participants in the Program being funded with the Fund Advance, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Training Contracts, which constitutes and are 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 Training Contracts 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 14th day of March, 2011.

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

ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF JASPER        )

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 March 14, 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 14th day of March, 2011.

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

**IOWA JOBS TRAINING PROGRAM (260F)  
COMMUNITY COLLEGE CONSORTIUM/ENTREPRENEURIAL TRAINING  
TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of March 14, 2011 between Des Moines Area Community College, Ankeny, Iowa (the "Community College" and its location), DMACC Entrepreneurial Training, Ankeny, Iowa the training provider and the following businesses and/or individual participants:

Julie Bundy, DMACC

Individual Participants

Nicholas Althoff  
Lori Day  
Liz Dodd  
Lori McNew  
Jenny Michael  
Teri Sieler

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 participating businesses and individuals for purposes of establishing a training program to educate and train certain persons employed by the Employers.
- B. The Community College and the participating businesses and individuals 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 Employers.

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 each participating business.

Each participating business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the participating business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the participating business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the participating business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the participating business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the participating business.
- (C) There is no threatened, pending, or actual litigation or proceeding against the participating business or any other person which affects, in any manner whatsoever, the right of the participating business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The participating business 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 participating business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The participating business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the participating business for which the participating business pays state withholding tax.
- (H) The individuals receiving the training are not replacement workers who were hired as a Result of a strike, lockout, or other labor dispute.

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

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

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of each business and/or individual participant, 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 individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that each business and/or individual participant 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. Each business and/or individual participant therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. Each business and/or individual participant agrees to complete Performance Report, Form 260F-6, at the completion of training to evaluate the initial of impact of training on the Business' operations. Each business and/or individual participant 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 each business and/or individual participant 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 business and/or individual participants 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. Each business and/or individual participant and the Community College agree that the Project Award, in the amount of \$4,999.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the business and/or individual participant 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 business and/or individual participants 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 each business and/or individual participant, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of individuals 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 individuals to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Businesses.

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

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

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

#### ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default". If a default occurs which results in a financial penalty, the penalty shall be levied against the business(s) and/or individual participants which are "in default". The penalty shall be based on the business's and/or individual participant's share of the project award, with each business's and/or individual participant's share determined by the ratio of the business's employees and/or individual participants to be trained compared to the total number of individuals to be trained.

(A) The business and/or individual participants' fails to complete the training project within the agreed period of time as specified in the training Contract. Such business shall be required to repay 20 percent of total project funds expended by the community college and the business.

(B) The business and/or individual participants fails to train the agreed number of individuals as specified in the training Contract. Such business shall be required to repay a proportionate

amount of total project funds expended by the community college and the business. The proportion shall be based on the number of individuals not trained compared to the number of individuals to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The business and/or individual participants fail to comply with any requirements contained in the training agreement. The business and/or individual participants shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The business and/or individual participants cease or announce the cessation of operations at the project site prior to completion of the training program.

(F) The business and/or individual participants 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 business and/or individual participants act in any manner contrary to, or fails to act in accordance with any provision of the training Contract.

(H) The business and/or individual participant take 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 in behalf of the business and/or individual participants 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 businesses and/or individual participants shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The businesses and/or individual participants 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 businesses and/or individual participants shall immediately pay to the Department of Economic Development the amount expended by the businesses and/or individual participants and the Community College from the Project Award. The businesses and/or individual participants 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 businesses and/or individual participants 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 any party and thereafter waived by the other parties, 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 business and/or individuals participants to the Department of Economic Development are a lien upon the business's and/or individual participant'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 S. Ankeny Boulevard</u>
	<u>Ankeny IA 50023</u>
	<u> </u>
Participating Businesses or Individuals	<u>Julie Bundy, 2006 S. Ankeny Blvd.</u>
	<u>Ankeny IA 50023</u>
	<u>Nicholas Althoff</u>
	<u>Liz Dodd</u>
	<u>Lori McNew</u>
	<u>Jerry Michael</u>
	<u>Daryl Michael</u>
	<u>Teri Sieler</u>
	<u> </u>
	<u> </u>
	<u> </u>

Each business and/or individual participant 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, each business and/or individual participant and their respective permitted successors and assigns. This Contract may not be assigned by the business and/or individual participant 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.

*Justin New Venture, Newton, MA*  
IN WITNESS WHEREOF, each participating business and/or individual has caused this Contract to be  
duly executed all as of the date hereinabove written. *Jan 11 - March 8, 2010*

*E-Clips*  
Business/Individual

*Jan Miller*  
Authorized Signature

*hair + tanning*  
Type Name And Title

*225 1st Ave W*  
Address

*3/8/10*  
Date

*Laurel White Jackson*  
Business/Individual

*Laurel White Jackson*  
Authorized Signature

*Fairhome Productions*  
Type Name And Title

Address

Date

*E-Clips Hair + Tanning*  
Business/Individual

*Terri Seiler*  
Authorized Signature

*Hair + Tanning Salon*  
Type Name And Title

*225 1st Ave W Newton*  
Address

*3/8/10*  
Date

*Jenny Wren Enterprises*  
Business/Individual

*Jenny Michael*  
Authorized Signature

*Consumer Product/Wholesale*  
Type Name And Title

*1169 S. 52nd Ave E. Newton, MA*  
Address

*3/8/10*  
Date

*Dodd's Trash Hauling & Recycling Inc*  
Business/Individual

Authorized Signature

Type Name And Title

*2910 W 4th St S*  
Address

*3/8/2010*  
Date

*D J Dodd*  
Business/Individual

Authorized Signature

Type Name And Title

Address

Date

IN WITNESS WHEREOF, each participating business and/or individual has caused this Contract to be duly executed all as of the date hereinabove written.

*Last Price New Venture, Newton, MA  
Jan 11 - March 8, 2010*

Nicholas Althoff  
Business/Individual  
*Nicholas Althoff*  
Authorized Signature  
NICHOLAS ALTHOFF  
Type Name And Title

Nancy Roney  
Business/Individual  
*Nancy Roney*  
Authorized Signature  
Nancy Roney  
Type Name And Title

1103 WOODLAND DR, NEWTON, MA 02460  
Address

Address

8 MAR 10  
Date

3-8-10  
Date

Contract Not provided. I completed this  
course on 8 MAR 10.

Lisa Gomez / Culvers  
Business/Individual  
*Lisa Gomez*  
Authorized Signature  
Lisa Gomez  
Type Name And Title

Business/Individual  
Authorized Signature  
Type Name And Title

1150 W 19th St S  
Newton, MA 02408  
Address

Address

3/8/2010  
Date

Date

David Hintz  
Business/Individual  
*David Hintz*  
Authorized Signature  
Type Name And Title

Focus First, Inc  
Business/Individual  
*Lori J. Day* President  
Authorized Signature  
Lori J. Day President  
Type Name And Title

Address

5805 Woodland Road

Dorchester, MA 01912  
Address

Date

March 8, 2010  
Date



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

Des Moines Area Community College

Community College  
  
Authorized Signature

Kevin Halterman, Board Vice Chair  
Type Name And Title

2006 South Ankeny Boulevard

Ankeny IA 50023

Address

3-14-11

Date

**IOWA JOBS  
TRAINING PROGRAM**

**ENTREPRENEURIAL PROJECT  
TRAINING PLAN**

for

**DMACC Entrepreneurial Training  
Project #6**

September 21, 2009

## 8. TRAINING PLAN

- A. What date will the training project begin? 9 / 21 / 09
- B. What date will the training end? 9 / 21 / 10
- C. **TOTAL NUMBER OF UNDUPLICATED** employees receiving training? 4

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each 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 comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH	
New Venture Entrepreneurial Training	\$4,347.00	4	VALUE OF WAGES & BENEFITS:	\$900
			VALUE OF FACILITIES:	\$600
			VALUE OF EQUIPMENT:	\$
			VALUE OF SUPPLIES:	\$
			OTHER:	\$0
			<b>TOTAL IN-KIND MATCH</b>	<b>\$1,500</b>
<b>A. TOTAL TRAINING COST</b>	<b>\$4,347.00</b>			
<b>B. ADMINISTRATIVE COSTS</b> +	<b>\$652.00</b>			
<b>C. TOTAL PROJECT COST</b> equals	<b>\$4,999.00</b>			
<b>D. COMPANY CASH MATCH</b> -	<b>0</b>			
<b>E. IDED AWARD AMOUNT</b> equals	<b>\$4,999.00</b>			

Newton, Iowa  
March 14, 2011

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of March, 2011, at 4:00 p.m., at the Newton Polytechnic Campus of the College in Newton, Iowa. The meeting was called to order and there were present the following named Board Members:

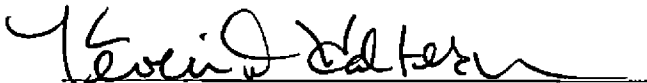
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning a Retraining Agreement between the College and Loffredo Gardens, 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 Loffredo Gardens, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input 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 LOFFREDO GARDENS, 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 Loffredo Gardens, 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 14th day of March, 2011.

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

ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF JASPER        )

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 March 14, 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 14th day of March, 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 March 14, 2011 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Loffredo Gardens, 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 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, 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: Loffredo Fresh Produce Co., Inc.  
4001 S.W. 63<sup>rd</sup> Street  
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

Loffredo Fresh Produce Co., Inc.

Community College

Business

*Kevin Halterman*

*[Signature]*

Authorized Signature

Authorized Signature

*Kevin Halterman, Board Vice Chair*

*Ryan Meier IT Manager*

Type Name and Title

Type Name and Title

*rmeier@loffredo.com*

Email Address

2006 South Ankeny Blvd.

4001 S.W. 63rd Street

Ankeny, IA 50023

Des Moines, IA 50321

Address

Address

*3-14-11*

*2/10/11*

Date

Date

260F-4 (03/00)

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

*[Signature]*

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Loffredo Gardens, Inc.  
Project #1**

September 15, 2010



**SECTION 6 – ATTACHMENT**

**Training Plan and Budget for Loffredo  
260 F Project 1**

The following Training Plan reflects the expected training activities for Loffredo Fresh Produce Co., Inc.

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.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$29,588</b>	<b>\$21,250</b>
TDW – Task Directed Warehousing is customized training that enforces quality-driven, controlled flow of physical inventory making the company's Cash- to-Cash Cycle Process more efficient. In these nine weeks of on-the-floor training, employees will learn to tackle the challenges of labor intensive, error prone, manual processes. This training will result in reduced labor costs and increased efficiency and profitability for the present level of business, thus allowing the company to increase their customer base, number of sku's handled and additional employees without adding warehouse space.		
Loffredo's training plan will cover training for Warehouse and Distribution Shift Supervisors and Staff on both the day and night shifts. The day shift will be trained in the components of receiving, put away, replenishment, slotting, slot sizing and inventory control. These components will prepare them for the application of bar coded scanning technology to the above components. The night shift will be trained in the components of order selection and truck loading using Pick & Load and One Pass Pick to reduce travel time and double handling and ready them for bar coded scanning or voice technology.		
<b>B. II. Management Supervisory</b>	<b>\$0</b>	<b>\$0</b>
The company may be sending employees through training on leadership and management skills. This will help the supervisor to better manage employees. This could, but is not limited to, supervisory leadership training presented by DMACC. Training may also include a customized course on topics that may include, but are not limited to, legal aspects, harassment, company policies and the ADA.		
<b>C. III. Materials and supplies</b>	<b>\$0</b>	<b>\$0</b>
Learning resources may be purchased for the training library. These may include, but are not limited to, videos and CD-ROMs. Materials may also include A.V. equipment.		
<b>D. IV Administrative costs</b>	<b>\$3,750</b>	<b>\$3,750</b>
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.		
<b>Total</b>	<b>\$33,338</b>	<b>\$25,000</b>

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 260F, DMACC, and this training plan will be made on an applied for basis.

## SECTION 6. TRAINING PLAN

I. Training start date.	<u>9/15/2010</u>
II. Training end date.	<u>9/15/2012</u>
<b>Note- Training plans can be written for a maximum of two years</b>	
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>15</u>

### TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skill	\$29,588	15	Value of Wages & Benefits	\$24,300
			Value of Facilities	-
			Value of Equipment:	-
			Value of Supplies	-
			Other:	-
			Total In-Kind Match	\$24,300
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

Newton, Iowa  
March 14, 2011

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, state of Iowa met in regular session on the 14th day of March, 2011, at 4:00 p.m. at the Newton Polytechnic Campus of the College in Newton, 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"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning the early redemption of certain new jobs training certificates. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Authorizing the Early Redemption of New Jobs Training Certificates." The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared the 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 AUTHORIZING THE EARLY REDEMPTION  
OF NEW JOBS TRAINING CERTIFICATES

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the area served by the College being hereinafter referred to as the "Merged Area"), 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 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has previously authorized the issuance of \$7,545,000 New Jobs Training Certificates (Multiple Projects 32) (the "Multiple Projects 32 Certificates"); and

WHEREAS, Section 11(b) of the resolution authorizing the issuance of the Multiple Projects 32 Certificates (the "Multiple Projects 32 Resolution") adopted by the Board of Directors of the College on June 14, 2004 in connection with the Multiple Projects 32 Certificates states as follows:

Redemption. The Bonds maturing on or after June 1, 2012 shall be subject to redemption prior to maturity in whole or in part from time to time, in numerical order, on June 1, 2011 or any interest payment date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call.

WHEREAS, \$2,410,000 of the Multiple Projects 32 Certificates (the "Early Redemption Certificates") mature on or after June 1, 2012; and

WHEREAS, the College desires to call the Early Redemption Certificates for redemption prior to maturity and has accumulated sufficient funds in order to accomplish the redemption;

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

Section 1. The College is hereby authorized to call the Early Redemption Certificates prior to maturity in accordance with the Multiple Projects 32 Resolution.

Section 2. The appropriate officers of the College are authorized to take all steps necessary to accomplish the early redemption of the Early Redemption Certificates and to notify the Registrar of the decision of the College to redeem the Early Redemption Certificates prior to maturity.

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.

PASSED AND APPROVED this 14th day of March, 2011.

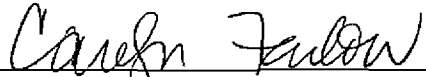
  
President of the Board of Directors

  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF JASPER                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, 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 March 14, 2011, which proceedings remain in full force and effect, 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 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 (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board 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 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.

Dated this 14th day of March, 2011.

  
Secretary of the Board of Directors  
of the Des Moines Area Community  
College

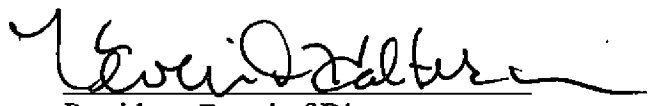
RESOLUTION SETTING PUBLIC HEARING DATE AND ADOPTING PROPOSED PLANS AND SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC ANKENY CAMPUS BOILER REPLACEMENT.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that proposed plans and specifications, form of contract, and estimated costs for the DMACC Ankeny Campus Boiler Replacement are hereby adopted and placed on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED, that the Board shall hold a Public Hearing at the Heartland AEA, 6500 Corporate Drive Johnston, Iowa in Conference Rooms 13A & B at 5:00 pm on April 12, 2011 on the matter of the adoption of plans and specifications, form of contract and estimated costs now on file in the office of the Secretary of the Board of Directors; after such Public Hearing and receipt of public comments, if any, the Board shall review the bids received and decide whether or not, and when, to award the contract; the Board reserves the right to reject any and all bids, to waive technicalities in the bidding process, and to award the contract on the same date as the Public Hearing or at some later date to be announced after the Public Hearing.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said Public Hearing as required by law.

PASSED AND APPROVED this 14th day of March, 2011.

  
President, Board of Directors

ATTEST:

  
Secretary, Board of Directors

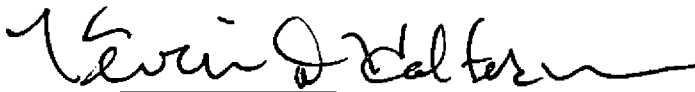


RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR THE DMACC ANKENY CAMPUS BOILER REPLACEMENT.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that sealed proposals for the DMACC Ankeny Campus Boiler Replacement will be received in the DMACC Ankeny Campus, 2006 South Ankeny Blvd., Ankeny, Iowa, Borgen Administration Center, Eldon Leonard Board Room, until 2:00 p.m. Central Time April 7, 2011 at which time and place said bids will be publicly opened and read aloud.

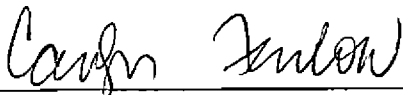
BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said deadline for receiving bids as required by law.

PASSED AND APPROVED this 14th day of March, 2011



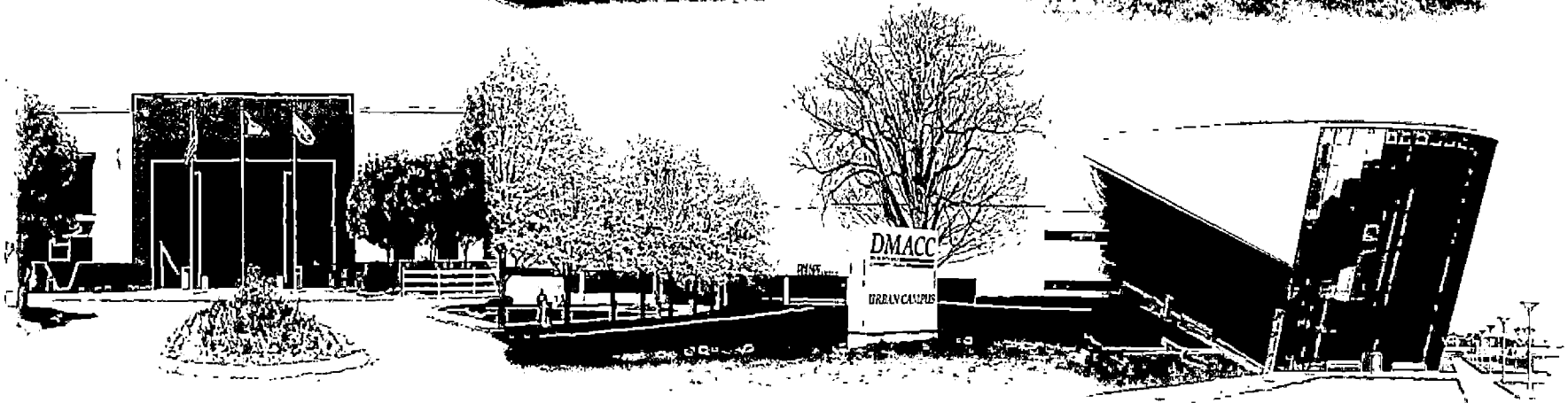
President, Board of Directors

ATTEST:



Secretary, Board of Directors

# **Des Moines Area Community College**



## ***FINANCIAL STATEMENTS FOR FEBRUARY 28, 2011 AND THE EIGHT MONTHS THEN ENDED***

## **DMACC Fund Descriptions**

### **Fund 1 – General Unrestricted Fund**

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

### **Fund 2 – General Restricted Fund**

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

### **Fund 3 – Auxiliary Fund**

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

### **Fund 4 – Agency Fund**

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

### **Fund 5 – Scholarship Fund**

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

### **Fund 6 – Loan Fund**

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

### **Fund 7 – Plant Fund**

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

**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
TABLE OF CONTENTS**


**BALANCE SHEET & ATTACHMENTS:**

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

**BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS**

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

The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects.

  
\_\_\_\_\_  
Joe A. Robbins, Controller

**Des Moines Area Community College**  
**Balance Sheet**  
**February 28, 2011**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	\$ 20,493,370	\$ 61,832,661	\$ 7,069,801	\$ 1,692,103	\$ (281,068)	\$ 3,770	\$ (1,150,040)	\$ 89,660,597
Accounts Receivable	8,144,434	54,939,426	34,653	809	375,105	-	1,412,538	64,906,965
Student Loans	-	-	-	-	-	143,655	-	143,655
Deposits & Prepaid Expenses	72,801	319,580	-	-	-	-	-	392,381
Inventories	37,207	-	140,928	-	-	-	-	178,135
Due to/from Other Funds	-	5,259,000	-	-	-	-	-	5,259,000
Total Current Assets	28,747,812	122,350,667	7,245,382	1,692,912	94,037	147,425	262,498	160,540,733
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	122,385,836	122,385,836
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	13,286,395	13,286,395
Less accumulated depreciation	-	-	-	-	-	-	(51,710,907)	(51,710,907)
Total Fixed Assets	-	-	-	-	-	-	83,961,324	83,961,324
<b>TOTAL ASSETS</b>	<b>\$ 28,747,812</b>	<b>\$ 122,350,667</b>	<b>\$ 7,245,382</b>	<b>\$ 1,692,912</b>	<b>\$ 94,037</b>	<b>\$ 147,425</b>	<b>\$ 84,223,822</b>	<b>\$ 244,502,057</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 17,364,207	\$ 41,899,844	\$ 173,593	\$ 583,095	\$ -	\$ -	\$ 356,195	\$ 60,376,934
Long Term Liabilities	-	70,704,870	3,789,694	-	-	-	10,993,882	85,488,446
Deposits Held in Custody for Others	13,517	-	-	1,109,817	-	-	-	1,123,334
Total Liabilities	17,377,724	112,604,714	3,963,287	1,692,912	-	-	11,350,077	146,983,714
<b>Fund Balance:</b>								
Unrestricted	11,370,088	-	3,282,095	-	-	-	-	14,652,183
Restricted-Specific Purposes	-	9,745,953	-	-	94,037	147,425	3,741,421	13,728,836
Net Investment in Plant	-	-	-	-	-	-	69,132,324	69,132,324
Total Fund Balance	11,370,088	9,745,953	3,282,095	-	94,037	147,425	72,873,745	97,513,343
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$ 28,747,812</b>	<b>\$ 122,350,667</b>	<b>\$ 7,245,382</b>	<b>\$ 1,692,912</b>	<b>\$ 94,037</b>	<b>\$ 147,425</b>	<b>\$ 84,223,822</b>	<b>\$ 244,502,057</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Eight Months Ended February 28, 2011**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 37,465,134	\$ 675	\$ 217,788	\$ 487,673	\$ -	\$ -	\$ -	\$ 38,171,270
Local Support (Property Taxes)	4,348,655	3,191,792	-	-	-	-	4,348,775	11,889,222
State Support	16,080,346	1,156,851	2,500	93,151	-	-	302,253	17,635,101
Federal Support	827,435	2,941,887	38,902	144,503	29,478,534	-	-	33,431,261
Sales and Services	597,791	1,651	1,710,312	271,186	-	-	17,288	2,598,228
Training Revenue / Fund 1 ACE	1,459,141	7,396,765	-	-	-	-	-	8,855,906
Other Income	1,058,920	1,190,311	304,100	492,272	4,214	2,791	124,689	3,177,297
<b>Total Revenue</b>	<u>61,837,422</u>	<u>15,879,932</u>	<u>2,273,602</u>	<u>1,488,785</u>	<u>29,482,748</u>	<u>2,791</u>	<u>4,793,005</u>	<u>115,758,285</u>
<b>Transfers In - General</b>	<u>846,997</u>	<u>4,297,854</u>	<u>18,969</u>	<u>134,629</u>	<u>228,485</u>	<u>5,000</u>	<u>1,186,694</u>	<u>6,718,628</u>
<b>Total Revenue and Transfers In</b>	<u>\$ 62,684,419</u>	<u>\$ 20,177,786</u>	<u>\$ 2,292,571</u>	<u>\$ 1,623,414</u>	<u>\$ 29,711,233</u>	<u>\$ 7,791</u>	<u>\$ 5,979,699</u>	<u>\$ 122,476,913</u>
<b>Expenditures:</b>								
Instruction	\$ 35,138,448	\$ 8,236,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,374,643
Academic Support	6,505,107	70,472	-	-	-	-	-	6,575,579
Student Services	5,183,728	782,630	-	-	-	-	-	5,966,358
Institutional Support	9,715,474	6,344,100	-	-	-	-	-	16,059,574
Operation and Maintenance of Plant	4,748,571	1,587,895	-	-	-	-	-	6,336,466
Auxiliary Enterprise Expenditures	-	-	2,313,302	-	-	-	-	2,313,302
Scholarship Expense	-	-	-	-	29,646,112	-	-	29,646,112
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	5,085,159	5,085,159
Agency Fund Expense	-	-	-	1,197,980	-	-	-	1,197,980
<b>Total Expenditures</b>	<u>61,291,328</u>	<u>17,021,292</u>	<u>2,313,302</u>	<u>1,197,980</u>	<u>29,646,112</u>	<u>-</u>	<u>5,085,159</u>	<u>116,555,173</u>
<b>Transfers Out - General</b>	<u>1,494,326</u>	<u>5,009,319</u>	<u>25,547</u>	<u>147,458</u>	<u>16,697</u>	<u>-</u>	<u>25,281</u>	<u>6,718,628</u>
<b>Total Expenditures and Transfers Out</b>	<u>62,785,654</u>	<u>22,030,611</u>	<u>2,338,849</u>	<u>1,345,438</u>	<u>29,662,809</u>	<u>-</u>	<u>5,110,440</u>	<u>123,273,801</u>
<b>Net Increase (Decrease) for the Period</b>	(101,235)	(1,852,825)	(46,278)	277,976	48,424	7,791	869,259	(796,888)
<b>Fund Balance at Beginning of Year</b>	<u>11,471,323</u>	<u>11,598,778</u>	<u>3,328,373</u>	<u>831,841</u>	<u>45,613</u>	<u>139,634</u>	<u>72,004,486</u>	<u>99,420,048</u>
<b>Fund Balance at End of Period</b>	<u>\$ 11,370,088</u>	<u>\$ 9,745,953</u>	<u>\$ 3,282,095</u>	<u>\$ 1,109,817</u>	<u>\$ 94,037</u>	<u>\$ 147,425</u>	<u>\$ 72,873,745</u>	<u>\$ 98,623,160</u>

**DES MOINES AREA COMMUNITY COLLEGE  
INVESTMENT RECAP  
February 28, 2011**

**DEPOSITORY ACCOUNTS**

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust		\$ 4,185,746	0.12%	Money Market
Various Checking Accounts		\$ 195,503	0.40%	Checking Accounts
Wells Fargo Bank - Ankeny		\$ 589,058	0.35%	Money Market
Sub Total		\$ 4,970,308		

**DMACC INVESTMENTS**

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
West Bank	\$ 19,683,586	0.40%	Investment Account
Wells Fargo	\$ 12,234,708	0.35%	Investment Account
Sub Total	\$ 31,918,294		

**ISJIT INVESTMENTS**

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Calculated Term Months</u>
Bankers Trust - Des Moines	March 30, 2010	\$ 9,485,000	1.50%	May 31, 2011	14.2
Bankers Trust - Des Moines	May 20, 2010	\$ 3,240,000	1.10%	March 21, 2011	10.2
Bankers Trust - Des Moines	December 10, 2010	\$ 2,610,000	1.10%	May 30, 2013	30.1
Bankers Trust - Des Moines	December 22, 2010	\$ 4,665,000	0.50%	May 27, 2011	5.2
Federal National Mortgage Association	June 24, 2008	\$ 172,110	3.86%	May 1, 2011	34.7
F&M Bank - Marshalltown	February 27, 2009	\$ 1,000,000	2.70%	May 31, 2011	27.4
Federal Home Loan Mortgage Corporation	December 28, 2009	\$ 13,491	0.48%	September 1, 2011	20.4
Wells Fargo	May 27, 2010	\$ 7,000,000	1.05%	June 27, 2011	13.2
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 670,049	3.40%	July 14, 2014	47.8
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 304,568	3.40%	July 14, 2014	47.8
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 203,045	3.40%	July 14, 2014	47.8
Federal Home Loan Mortgage Corporation	August 10, 2010	\$ 263,959	3.40%	July 14, 2014	47.8
Federal National Mortgage Association	August 12, 2010	\$ 300,025	1.00%	August 9, 2016	73.0
Federal Home Loan Bank	August 23, 2010	\$ 368,325	5.00%	December 20, 2017	89.2
Federal Home Loan Bank	August 23, 2010	\$ 143,238	5.00%	December 20, 2017	89.2
Federal Home Loan Bank	August 23, 2010	\$ 102,312	5.00%	December 20, 2017	89.2
Federal Home Loan Mortgage Corporation	October 5, 2010	\$ 1,017,787	4.00%	July 13, 2020	119.0
Federal Home Loan Bank	December 15, 2010	\$ 7,568,841	1.13%	May 18, 2012	17.3
Federal Home Loan Bank	December 21, 2010	\$ 344,858	1.00%	May 23, 2014	41.6
ISJIT Diversified Fund		\$ 13,299,390	0.11%		
Total ISJIT Investments		\$ 52,771,996	0.11% last month 0.10% last year		
Grand Total of Investments		\$ 89,660,597			
Grand Total Weighted Average			0.77% 0.77% last month 0.79% last year		

**DES MOINES AREA COMMUNITY COLLEGE**  
**Detail of Liabilities**  
**February 28, 2011**

	Unrestricted General <u>Fund 1</u>	Restricted General <u>Fund 2</u>	Auxiliary <u>Fund 3</u>	Agency <u>Fund 4</u>	Scholarship <u>Fund 5</u>	Loan <u>Fund 6</u>	Plant <u>Fund 7</u>	<u>Total</u>
<b>Payables:</b>								
Trade Accounts Payable	\$ 88,499	\$ 362,620	\$ 48,186	\$ 27,389	\$ -	\$ -	\$ 235,061	\$ 761,755
Long Term Payables (Bonds)	-	70,910,000	3,840,000	-	-	-	5,730,000	80,480,000
Unamortized Discount on Bonds	-	(429,041)	(56,430)	-	-	-	(5,347)	(490,818)
Unamortized Premium on Bonds	-	223,911	6,124	-	-	-	10,229	240,264
Interest Payable	-	792,930	73,407	-	-	-	65,011	931,348
<b>Accrued Liabilities:</b>								
Wages and Salary	3,921,521	245,290	21,000	8,800	-	-	1,400	4,198,011
Accrued Vacation	1,350,000	165,000	31,000	-	-	-	14,000	1,560,000
Early Retirement - Insurance	-	2,804,632	-	-	-	-	-	2,804,632
Other Post-Employment Benefits	-	2,979,856	-	-	-	-	-	2,979,856
Employee deductions and benefits	(766,138)	-	-	-	-	-	-	(766,138)
<b>Due to Other Funds:</b>	-	-	-	-	-	-	5,259,000	5,259,000
<b>Due to DMACC Foundation:</b>	-	-	-	-	-	-	-	-
<b>Deferred Revenue:</b>								
Tuition and Fees	12,610,325	-	-	-	-	-	-	12,610,325
Property Tax	-	-	-	-	-	-	-	-
Other	160,000	-	-	-	-	-	40,723	200,723
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	11,992,792	-	-	-	-	-	11,992,792
260E Training Funds	-	21,524,332	-	-	-	-	-	21,524,332
260E Administrative Fees	-	1,032,392	-	-	-	-	-	1,032,392
<b>Other Liabilities:</b>								
Funds Held in Trust / Deposits	13,517	-	-	546,906	-	-	-	560,423
Fund Balance	-	-	-	1,109,817	-	-	-	1,109,817
Deferred Compensation Account	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 17,377,724</b>	<b>\$ 112,604,714</b>	<b>\$ 3,963,287</b>	<b>\$ 1,692,912</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,350,077</b>	<b>\$ 146,988,714</b>



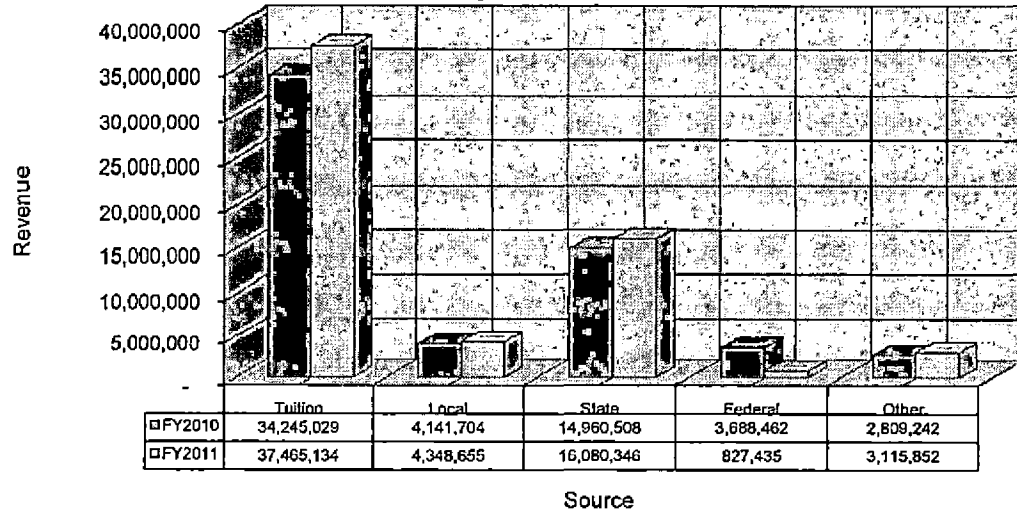
**Des Moines Area Community College  
Fiscal Year Ending June 30, 2011 Budget Report  
Summary by Fund (All Funds)  
For The Eight Months Ended February 28, 2011**

Fund Name	Fund Number	Board Approved Budget	Working Budget	Amount Received/ Expended	Budget Commitments	Working Budget Balance
<b>Revenue</b>						
Unrestricted Current	1	\$ 98,014,633	\$ 98,092,686	\$ 62,684,419		\$ 35,408,267
Restricted Current	2	39,295,021	42,988,230	20,177,786		22,810,444
Auxiliary	3	3,866,423	4,139,283	2,292,571		1,846,712
Agency	4	1,611,648	1,448,656	1,623,414		(174,758)
Scholarship	5	20,656,442	20,518,902	29,711,233		(9,192,331)
Loan	6	5,000	5,000	7,791		(2,791)
Plant (Note 1)	7	<u>9,596,273</u>	<u>9,596,273</u>	<u>5,979,699</u>		<u>3,616,574</u>
<b>Total Revenue</b>		<u>\$ 173,045,440</u>	<u>\$ 176,789,030</u>	<u>\$ 122,476,913</u>		<u>\$ 54,312,117</u>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 98,992,155	\$ 98,825,868	\$ 62,785,654	\$ 22,186,923	\$ 13,853,291
Restricted Current	2	42,435,793	47,043,723	22,030,611	2,065,602	22,947,510
Auxiliary	3	3,703,908	3,672,226	2,338,849	701,490	631,887
Agency	4	1,530,772	1,368,547	1,345,438	303,007	(279,898)
Scholarship	5	20,656,442	20,677,108	29,662,809	-	(8,985,701)
Loan	6	5,000	5,000	-	-	5,000
Plant (Note 1)	7	<u>11,365,752</u>	<u>11,466,109</u>	<u>5,110,440</u>	<u>299,244</u>	<u>6,056,425</u>
<b>Total Expenditures</b>		<u>\$ 178,689,822</u>	<u>\$ 183,058,581</u>	<u>\$ 123,273,801</u>	<u>\$ 25,556,266</u>	<u>\$ 34,228,514</u>

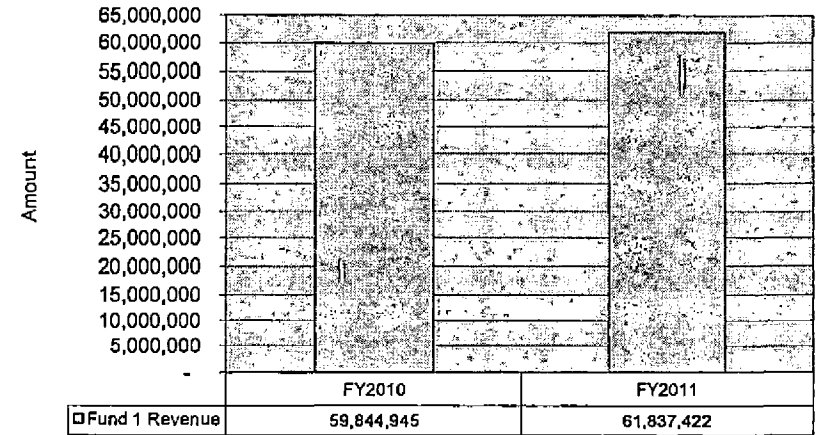
Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

**Des Moines Area Community College  
Revenue Comparison With Prior Year  
For The Eight Months Ended February 28, 2011**

**Fund 1 Revenue Comparison by Source  
February 28, 2011**



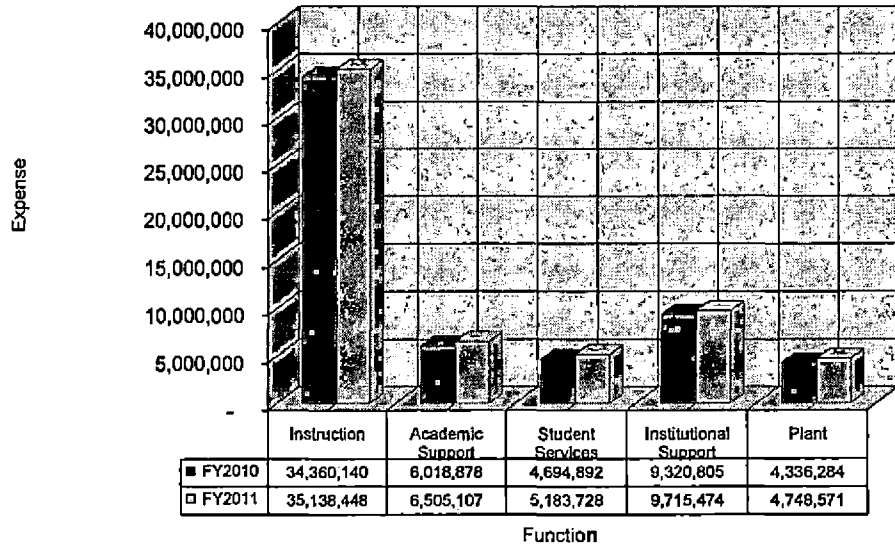
**Fund 1 Revenue  
February 28, 2011**



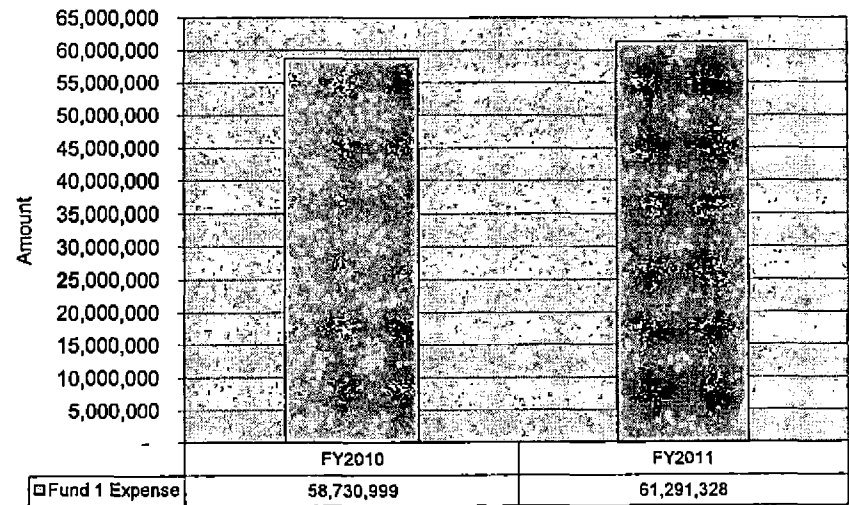
Tuition Increase	9.40%
Overall Increase	3.33%

**Des Moines Area Community College  
Expense Comparison With Prior Year  
For The Eight Months Ended February 28, 2011**

**Fund 1 Expense Comparison by Function  
February 28, 2011**



**Fund 1 Expense  
February 28, 2011**



**Overall Increase 4.36%**

**DMACC REVENUE AND EXPENDITURES  
(Including Transfers)  
For The 8 Months Ended February 28, 2011**

