

Des Moines Area Community College

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Board of Directors Meeting Minutes

7-12-2010

Board of Directors Meeting Minutes (July 12, 2010)

DMACC

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Board of Directors
Des Moines Area Community College

Regular Board Meeting
July 12, 2010 – 4:00 p.m.

Iowa Employment Solutions at DMACC; Boardroom, 3rd Floor
430 East Grand Avenue
Des Moines, Iowa

AGENDA

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Mike Wilkinson; Executive Director, Iowa Employment Solutions at DMACC

Randy Mead; Executive Director, Program Development
6. Consent Items.
 - a. Consideration of minutes from June 14, 2010 Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 10-103. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Erickson Machine Tolls, Inc.**
8. Board Report 10-104. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Heart of Iowa Cooperative Project #3.**
9. Board Report 10-105. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Walsh Door & Hardware Co. Project #2.**

10. Board Report 10-106. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Fyber-Vision, Inc. dba Huston Millwork.**
11. Board Report 10-107. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **GCommerce, Inc Project #4.**
12. Board Report 10-108. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Hy-Line International.**
13. Board Report 10-109. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Product Development Partners, LLC Project #4.**
14. Board Report 10-110. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Statistics & Control, Inc. Project #2.**
15. Board Report 10-111. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Van Gorp Corporation Project #2.**
16. Board Report 10-112. Approval of the Grow Iowa Values Fund Allocation for FY 2011
17. Financial Update.
18. President's Report.
19. Committee Reports.
20. Board Members' Reports.
21. Information Items:
 - July 28-30 – IACCT State Convention, Marshalltown (Hosted by Iowa Valley)
 - August 9 – DMACC Board meeting, West Campus; 4:00 p.m.
 - September 6 – Holiday; All campuses closed.
 - October 22 – Fall President's Day
22. Closed Session
23. Adjourn

Board of Directors
Des Moines Area Community College

REGULAR BOARD
MEETING
July 12, 2010

The regular meeting of the Des Moines Area Community College Board of Directors was held at Iowa Employment Solutions at DMACC on July 12, 2010. Board Chair Joe Pugel called the meeting to order at 4:05 p.m.

ROLL CALL

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

Members absent: Fred Buie, Kevin Halterman.

Others present: Kim Linduska, Executive Vice President of Academic Affairs; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer, faculty and staff.

CONSIDERATION OF
TENTATIVE AGENDA

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

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

PUBLIC COMMENTS

None.

PRESENTATIONS

Mike Wilkinson, Executive Director of Iowa Employment Solutions at DMACC, presented a summary of the past year's activities at IowaWORKS.

Randy Mead, Executive Director of Program Development, provided an overview of the Regional Work-Based Learning Intermediary Network and the accreditation process for concurrent enrollment.

**Ben Norman arrived at 4:08 p.m.*

CONSENT ITEMS

Tursi moved; seconded by Norman to approve the consent items: a) Minutes from the June 14, 2010 Regular Board Meeting b) Human Resources Report (Attachment #1) and c) Payables (Attachment #2).

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

APPROVE RETRAINING OR
TRAINING AGREEMENTS

Norman moved; seconded by Langston to approve Items #7-15 as one consent item.

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

*Erickson Machine Tolls,
Inc.*

Board Report 10-103. 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 **Erickson Machine Tolls, Inc.**

*Heart of Iowa Cooperative
Project #3*

Board Report 10-104. 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 **Heart of Iowa Cooperative Project #3.**

*Walsh Door & Hardware
Co. Project #2*

Board Report 10-105. 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 **Walsh Door & Hardware Co. Project #2.**

*Fyber-Vision, Inc. dba
Huston Millwork*

Board Report 10-106. 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 **Fyber-Vision, Inc. dba Huston Millwork.**

*GCommerce, Inc. Project
#4*

Board Report 10-107. Attachment #7. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **GCommerce, Inc. Project #4.**

Hy-Line International

Board Report 10-108. Attachment #8. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Hy-Line International.**

*Product Development
Partners, LLC Project #4.*

Board Report 10-109. Attachment #9. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Product Development Partners, LLC Project #4.**

Statistics & Control, Inc.
Project #2

Board Report 10-110. Attachment #10. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Statistics & Control, Inc. Project #2.**

Van Gorp Corporation
Project #2

Board Report 10-111. Attachment #11. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Van Gorp Corporation Project #2.**

APPROVE GROW IOWA
VALUES FUND
ALLOCATION FOR FY 2011

Board Report 10-112. Rouse moved; seconded by Norman recommending that the Board adopt the FY 2011 Des Moines Area Community College plan for use of the Grow Iowa Values Funds.

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

FINANCIAL UPDATE

Doug Williams, Vice President of Business Services, provided an overview of the quarterly plant fund report and an investment recap.

COMMITTEE REPORTS

Wayne Rouse reported that he attended the Audit Committee meeting and that the College was in good compliance according to the audit results.

CLOSED SESSION

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

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

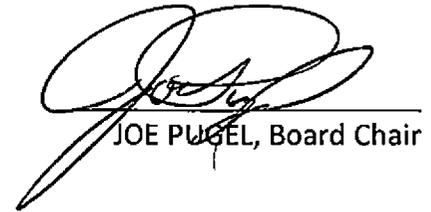
RETURN TO OPEN
SESSION

The Board returned to open session at 5:54 p.m. A tape recording of the closed session has been placed in the lock box at Community State Bank.

ADJOURN

Tursi moved to adjourn; seconded by Norman.

Motion passed unanimously and at 5:56 pm, Board Chair Pugel adjourned the meeting. Aye-Hall, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

AGENDA ITEM Human Resources Report

BACKGROUND

I. Resignation

- A. Young, Steve**
Instructor, American Sign Language
Ankeny Campus
Effective: August 6, 2010

RECOMMENDATION

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

Report: FWRK040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Academy Roofing & Sheet M	513552	\$11,025.53	\$3,450.00	6090	Buildings Equipment	Maintenance/Repair o
			\$341.66	6090	Buildings Equipment	Maintenance/Repair o
			\$333.87	6090	Buildings Equipment	Maintenance/Repair o
			\$3,450.00	6090	Buildings Equipment	Maintenance/Repair o
			\$3,450.00	6090	Buildings Equipment	Maintenance/Repair o
Alliant Energy	513557	\$6,243.92	\$6,181.73	6190	Boone Campus Housing	Utilities
			\$37.56	6190	Physical Plant Newto	Utilities
			\$24.63	6190	Baseball	Utilities
Apple Computer Inc	513561	\$14,399.00	\$9,580.00	6323	Electronic Crime Ins	Minor Equipment
			\$4,790.00	6323	Electronic Crime Ins	Minor Equipment
			\$29.00	6323	Office of VP, Info S	Minor Equipment
Arnold Motor Supply	513563	\$5,827.17	\$59.00	6511	Auto Mechanics	Purchases for Resale
			\$26.25	6511	Auto Mechanics	Purchases for Resale
			\$1,841.51	6322	ACE Administration	Materials & Supplies
			\$3,028.70	6322	Program Development	Materials & Supplies
			\$10.24	6511	Auto Mechanics	Purchases for Resale
			\$80.53	6511	Auto Mechanics	Purchases for Resale
			\$29.17	6511	Auto Mechanics	Purchases for Resale
			\$8.70	6511	Auto Mechanics	Purchases for Resale
			\$32.31	6511	Auto Mechanics	Purchases for Resale
			\$12.20	6511	Auto Mechanics	Purchases for Resale
			\$108.08	6511	Auto Mechanics	Purchases for Resale
			\$5.29	6511	Auto Mechanics	Purchases for Resale
			\$33.39	6511	Auto Mechanics	Purchases for Resale
			\$66.04	6511	Auto Mechanics	Purchases for Resale
			\$136.11	6511	Auto Mechanics	Purchases for Resale
			\$60.76	6511	Auto Mechanics	Purchases for Resale
\$21.56	6511	Auto Mechanics	Purchases for Resale			
\$19.20	6511	Auto Mechanics	Purchases for Resale			
\$307.75	6511	Auto Mechanics	Purchases for Resale			
-\$59.62	6511	Auto Mechanics	Purchases for Resale			
Baker and Taylor Books	513568	\$14,153.98	\$34.74	6310	Equip Replacement Li	Library Books

27

Date: 06/24/2010

List of checks over \$2,500.00

from 27-MAY-2010 to 23-JUN-2010

Time: 09:11 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Baker and Taylor Books	513568	\$14,153.98	\$1,052.28	6310	Equip Replacement Li	Library Books
			\$18.28	6310	Equip Replacement Li	Library Books
			\$8.60	6310	Equip Replacement Li	Library Books
			\$100.48	6310	Equip Replacement Li	Library Books
			\$9,704.58	6310	Equip Replacement Li	Library Books
			\$2,029.05	6310	Library	Library Books
			\$14.53	6310	Equip Replacement Li	Library Books
			\$1,191.44	6310	Equip Replacement Li	Library Books
Beirman Furniture	513571	\$3,348.18	\$2,784.15	6378	Equipment Replacemen	Materials/Supplies f
			\$103.91	6322	Dean, Business & Inf	Materials & Supplies
			\$460.12	6090	Health Sciences Buil	Maintenance/Repair o
Career Resources Group	513591	\$13,000.00	\$13,000.00	6269	Softskills Training	Other Services
CDW Government Inc	513594	\$6,915.64	\$1,490.80	6323	Equip Replacement St	Minor Equipment
			\$711.64	6324	Perkins Equipment	Computer Software
			\$2,539.09	6322	Student Support Serv	Materials & Supplies
			\$1,494.58	6323	Technical Update Equ	Minor Equipment
			\$382.95	6322	Electronic Crime Ins	Materials & Supplies
			\$296.58	6322	Technical Update Equ	Materials & Supplies
City of Boone	513598	\$5,181.52	\$819.63	6190	Utilities	Utilities
			\$181.35	6190	Utilities	Utilities
			\$3,571.84	6190	Boone Campus Housing	Utilities
			\$608.70	6190	Utilities	Utilities
ColorFX	513601	\$5,970.19	\$5,970.19	6120	Graduation	Printing/Reproductio
Concrete Technologies Inc	513603	\$66,332.23	\$66,332.23	7600	Urban Campus Parking	Buildings and Fixed
Constellation NewEnergy G	513604	\$16,358.52	\$16,358.52	6190	Utilities	Utilities
Cooper Cap and Gown Co	513605	\$22,966.75	\$3,271.00	6200	Graduation	Rental of Materials
			\$17,079.00	6200	Graduation	Rental of Materials

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Cooper Cap and Gown Co	513605	\$22,966.75	\$2,216.00	6200	Graduation	Rental of Materials
			\$400.75	6322	Corrections-Mitchell	Materials & Supplies
Dept of Public Defense	513613	\$2,520.00	\$2,520.00	6269	Continuing Ed, 2 Day	Other Services
Des Moines Register	513615	\$12,439.89	\$1,084.50	6110	Dean, Business & Inf	Information Services
			\$1,050.71	6110	Transportation Insti	Information Services
			\$3,240.00	6110	Office of the Presid	Information Services
			\$6,254.68	6930	Office of Dir, Marke	Other Current Expens
		\$810.00	6110	Office of Dir, Marke	Information Services	
Drake Consulting LLC	513623	\$3,967.18	\$1,537.18	6015	Softskills Training	Consultant's Fees
			\$1,830.00	6015	Softskills Training	Consultant's Fees
			\$600.00	6015	Softskills Training	Consultant's Fees
Eaton Corp	513625	\$3,100.00	\$3,100.00	6322	Equip Replacement In	Materials & Supplies
Echo Electric Supply	513627	\$64,445.80	\$15,080.20	6378	Occupancy Sensor Gra	Materials/Supplies f
			\$36,018.00	6378	Occupancy Sensor Gra	Materials/Supplies f
			\$13,347.60	6378	Occupancy Sensor Gra	Materials/Supplies f
Gale Cengage Learning	513645	\$23,328.90	\$851.20	6340	Library	Periodicals
			\$492.45	6310	Library	Library Books
			\$271.70	6340	Library	Periodicals
			\$1,140.00	6340	Library	Periodicals
			\$28.80	6310	Library	Library Books
			\$3,699.69	6269	Equipment Replacemen	Other Services
			\$200.60	6310	Library	Library Books
			\$212.80	6340	Library	Periodicals
\$16,431.66	6269	Equipment Replacemen	Other Services			
Geo-Connections Inc	513646	\$12,012.85	\$12,012.85	6019	Iowa Energy Ctr Ener	Other Professional S
Greater Des Moines Partne	513651	\$3,000.00	\$3,000.00	6269	Other General Instit	Other Services
Grimes, John	513652	\$25,000.00	\$25,000.00	7100	Equip Replacement In	Furniture, Machinery

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	513656	\$26,840.00	\$5,950.00	6325	Student Support Serv	Computer Equipment
			\$4,724.00	6323	Motorcycle and Moped	Minor Equipment
			\$379.00	6322	Technical Update Equ	Materials & Supplies
			\$3,167.00	6323	Project Lead the Way	Minor Equipment
			\$165.00	6323	Office of VP, Commnt	Minor Equipment
			\$1,137.00	6322	Office of Exec Dean,	Materials & Supplies
			\$8,480.00	6325	Equipment Replacemen	Computer Equipment
			\$1,059.00	6323	Office of VP, Info S	Minor Equipment
			\$1,779.00	6323	Iowa Correctional In	Minor Equipment
Hockenbergs Equipment	513657	\$4,633.00	\$1,742.72	6322	Culinary Arts ACE Pr	Materials & Supplies
			\$2,496.28	6322	Tech Prep Program #2	Materials & Supplies
			\$394.00	6322	Tech Prep Program #2	Materials & Supplies
Idea Spectrum	513663	\$2,799.44	\$2,799.44	6324	Equip Replacement In	Computer Software
Iowa Athletic Field Const	513668	\$19,086.30	\$12,632.30	7600	Boone Baseball Field	Buildings and Fixed
			\$6,454.00	7600	Boone Baseball Field	Buildings and Fixed
KCWI Television	513681	\$3,320.00	\$1,500.00	6110	Office of Dir, Marke	Information Services
			\$1,820.00	6110	Office of Dir, Marke	Information Services
Martin Brothers Distribut	513698	\$5,205.72	\$366.82	6511	Cafeteria	Purchases for Resale
			\$1,581.63	6511	Cafeteria	Purchases for Resale
			\$388.89	6511	Cafeteria	Purchases for Resale
			\$325.75	6511	Urban Cafeteria	Purchases for Resale
			\$1,288.97	6511	Urban Cafeteria	Purchases for Resale
			\$1,253.66	6511	Cafeteria	Purchases for Resale
MidAmerican Energy Co	513706	\$63,298.31	\$899.93	6190	Physical Plant Opera	Utilities
			\$26.23	6322	Dallas County Farm O	Materials & Supplies
			\$150.01	6190	Building Rental for	Utilities
			\$59,378.17	6190	Utilities	Utilities
			\$392.37	6190	Headstart-Urban Camp	Utilities
			\$2,451.60	6190	Physical Plant Opera	Utilities

Report: FWRR040
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 Time: 09:11 AM

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Coaches Inc	513707	\$12,505.00	\$440.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$440.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$440.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$440.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$440.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$605.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$350.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$605.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$440.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$495.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$495.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$5,500.00	6420	Office of Exec Dean,	Vehicle Materials an
\$1,320.00	6420	Office of Exec Dean,	Vehicle Materials an			
\$495.00	6420	Office of Exec Dean,	Vehicle Materials an			
National Curriculum & Tra	513716	\$15,877.46	\$15,877.46	6520	Driver Improvement B	Purchases for Resale
Ohland Concrete Construct	513724	\$13,593.00	\$1,190.25	6100	Physical Plant Opera	Maintenance of Groun
			\$12,402.75	6100	Buildings Equipment	Maintenance of Groun
One Source Training	513728	\$4,957.48	\$3,865.48	6520	Softskills Training	Purchases for Resale
			\$1,092.00	6019	Continuing Ed, Gener	Other Professional S
Pratt Audio Visual & Vide	513733	\$5,230.79	\$195.86	6322	Office of VP, Info S	Materials & Supplies
			\$492.00	6269	Office of Dir, Marke	Other Services
			\$2,903.00	6322	Technical Update Equ	Materials & Supplies
			\$104.00	6322	Equip Replacement He	Materials & Supplies
			\$97.93	6322	Office of VP, Info S	Materials & Supplies
\$1,438.00	6323	Equipment Replacemen	Minor Equipment			
Purcell Printing and Grap	513736	\$4,059.91	\$340.37	6322	Youth at Risk - Anke	Materials & Supplies
			\$1,264.77	6120	Admissions/Registrat	Printing/Reproductio
			\$975.05	6120	Office of Dir, Finan	Printing/Reproductio
			\$764.72	6322	Office of Dir, Finan	Materials & Supplies
\$129.00	6322	Office of Exec Dir,	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	513736	\$4,059.91	\$92.75	6322	Economic Development	Materials & Supplies
			\$92.75	6322	Office of Exec Dean,	Materials & Supplies
			\$92.75	6322	Ames High School	Materials & Supplies
			\$92.75	6322	Health Services	Materials & Supplies
			\$215.00	6322	IWD-IES	Materials & Supplies
Radio Garage Productions	513746	\$2,510.00	\$1,965.00	6269	Office of Dir, Marke	Other Services
			\$545.00	6269	Office of Dir, Marke	Other Services
Ralph N Smith Inc	513747	\$28,752.24	\$7,313.75	6090	Equipment Replacemen	Maintenance/Repair o
			\$21,438.49	6090	Equipment Replacemen	Maintenance/Repair o
Siemens Industry Inc	513764	\$31,765.00	\$3,909.99	6015	Energy Efficiency Gr	Consultant's Fees
			\$27,855.01	6015	Energy Efficiency Gr	Consultant's Fees
Vital Support Systems	513792	\$47,458.27	\$3,218.00	6150	Campus Communication	Communications
			\$13,494.00	6323	Equipment Replacemen	Minor Equipment
			\$799.00	6323	Newton Correctional	Minor Equipment
			\$12,211.10	6323	Technical Update Equ	Minor Equipment
			\$881.33	6322	Technical Update Equ	Materials & Supplies
			\$15,558.31	6322	Equipment Replacemen	Materials & Supplies
			\$1,296.53	6322	Equip Replacement St	Materials & Supplies
Wolin Electric	513796	\$7,055.50	\$7,055.50	6090	Equipment Replacemen	Maintenance/Repair o
USA Staffing	513839	\$3,051.81	\$260.32	6019	DSM-Wag-Pey	Other Professional S
			\$2,342.86	6019	DSM-UI	Other Professional S
			\$448.63	6019	Des Moines Re-employ	Other Professional S
Ames Municipal Utilities	513850	\$3,008.01	\$3,008.01	6190	Utilities	Utilities
Apple Computer Inc	513852	\$92,346.06	\$2,971.74	6323	Technical Update Equ	Minor Equipment
			\$1,485.87	6323	Technical Update Equ	Minor Equipment
			\$11,886.96	6323	Technical Update Equ	Minor Equipment
			\$2,971.74	6323	Technical Update Equ	Minor Equipment

Report: FWRRU40
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Apple Computer Inc	513852	\$92,346.06	\$35,660.88	6323	Technical Update Equ	Minor Equipment
			\$2,971.74	6323	Technical Update Equ	Minor Equipment
			\$7,429.35	6323	Technical Update Equ	Minor Equipment
			\$2,971.74	6323	Technical Update Equ	Minor Equipment
			\$10,401.09	6323	Technical Update Equ	Minor Equipment
			\$69.00	6323	Office of VP, Info S	Minor Equipment
			\$6,421.44	6323	Technical Update Equ	Minor Equipment
			\$699.00	6323	Office of VP, Info S	Minor Equipment
			\$4,919.64	6323	Technical Update Equ	Minor Equipment
			\$1,485.87	6323	Technical Update Equ	Minor Equipment
Aspen Equipment Co	513855	\$6,375.53	\$6,375.53	6060	Mechanical Maintenanc	Maintenance/Repair o
Astra Schedule	513856	\$135,000.00	\$135,000.00	6265	Office Exec Dir, Ins	Software Service Agr
Beirman Furniture	513860	\$9,638.66	\$538.50	6460	Electronic Crime Ins	Other Materials and
			\$1,934.47	6378	Equipment Replacemen	Materials/Supplies f
			\$419.11	6378	Equipment Replacemen	Materials/Supplies f
			\$6,746.58	6378	Equipment Replacemen	Materials/Supplies f
Bradley Tools and Fastene	513864	\$12,895.42	\$12,856.92	6322	Story County Academy	Materials & Supplies
			\$38.50	6377	Story County Academy	Materials/Supplies f
Business Furnishings and	513867	\$21,402.00	\$21,402.00	6322	Equipment Replacemen	Materials & Supplies
CDW Government Inc	513877	\$12,581.24	\$577.01	6322	Office of VP, Info S	Materials & Supplies
			\$259.65	6322	Dean, Business & Inf	Materials & Supplies
			\$541.91	6322	Technical Update Equ	Materials & Supplies
			\$762.76	6323	Dean, Business & Inf	Minor Equipment
			\$109.92	6322	Info Tech/Network Ad	Materials & Supplies
			\$5,932.79	6322	Office of VP, Info S	Materials & Supplies
			\$2,669.76	6322	Dean, Business & Inf	Materials & Supplies
			\$63.65	6322	Office of VP, Info S	Materials & Supplies
			\$28.65	6322	Dean, Business & Inf	Materials & Supplies
\$354.30	6322	Technical Update Equ	Materials & Supplies			

Report: FWRK040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College

List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CDW Government Inc	513877	\$12,581.24	\$291.00	6322	Electronic Crime Ins	Materials & Supplies
			\$900.86	6323	Electronic Crime Ins	Minor Equipment
			\$88.58	6322	Technical Update Equ	Materials & Supplies
			-\$382.95	6322	Electronic Crime Ins	Materials & Supplies
			\$53.00	6324	Office of Dir, Stude	Computer Software
			-\$8.69	6322	Dean, Business & Inf	Materials & Supplies
			-\$19.31	6322	Office of VP, Info S	Materials & Supplies
			\$53.00	6324	Office of Controller	Computer Software
			\$305.35	6322	Info Tech/Network Ad	Materials & Supplies
			Christian Photo Inc	513879	\$3,713.81	\$78.97
\$1,174.89	1550	Office of Controller				Prepaid Expenses
\$2,459.95	1550	Office of Controller				Prepaid Expenses
City of Ankeny	513882	\$6,938.78	\$67.11	6190	Utilities	Utilities
			\$5,188.36	6190	Utilities	Utilities
			\$74.14	6190	Utilities	Utilities
			\$244.69	6190	Physical Plant Opera	Utilities
			\$46.02	6190	Utilities	Utilities
			\$247.81	6190	Utilities	Utilities
			\$33.70	6190	Utilities	Utilities
			\$38.99	6190	Utilities	Utilities
			\$60.08	6190	Utilities	Utilities
			\$60.08	6190	Utilities	Utilities
			\$41.69	6190	Utilities	Utilities
			\$201.38	6190	Utilities	Utilities
			\$22.45	6190	Utilities	Utilities
			\$140.00	6019	NLN Testing	Other Professional S
			\$82.24	6190	Utilities	Utilities
\$390.04	6190	Utilities	Utilities			
Des Moines Register	513892	\$6,182.57	\$1,879.00	6110	Office of Dir, Marke	Information Services
			\$1,050.71	6110	Transportation Insti	Information Services
			\$107.81	6050	FFA Parking Addition	Publications (Legal)
			\$35.38	6050	Office of Dir, Purch	Publications (Legal)

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Des Moines Register	513892	\$6,182.57	\$3,109.67	6110	Office of Exec Dir,	Information Services
DeWaay Financial Network	513896	\$96,153.39	\$4,427.50	6269	DeWaay Financial #2-	Other Services
			\$62,966.24	6269	DeWaay Financial #2-	Other Services
			\$28,759.65	6269	DeWaay Financial #2-	Other Services
Duet Resource Group	513903	\$9,190.00	\$9,190.00	6269	Equipment Replacemen	Other Services
Education to Go	513905	\$4,183.25	\$4,115.00	6269	Continuing Ed, On Li	Other Services
			-\$60.00	6269	Continuing Ed, On Li	Other Services
			\$128.25	6269	Continuing Ed, On Li	Other Services
Electronic Communication	513906	\$3,113.09	\$2,247.21	6323	Office of VP, Info S	Minor Equipment
			\$116.81	6323	Library	Minor Equipment
			\$749.07	6323	Equip Replacement He	Minor Equipment
Energy Systems Engineerin	513911	\$15,857.91	\$15,857.91	6015	Iowa Energy Ctr Ener	Consultant's Fees
Event Decorators of Iowa	513912	\$3,751.67	\$3,751.67	6200	Graduation	Rental of Materials
Excel Business Supplies	513913	\$15,652.76	\$86.74	6322	Upward Bound FY2009	Materials & Supplies
			\$621.35	6322	Criminal Justice ACE	Materials & Supplies
			\$186.53	6322	Admission Processing	Materials & Supplies
			\$40.55	6322	ASSET Auto/Ford	Materials & Supplies
			\$65.98	6322	Auto Body	Materials & Supplies
			\$63.48	6322	Auto Service	Materials & Supplies
			\$42.69	6322	Child Care	Materials & Supplies
			\$419.96	6322	Communications	Materials & Supplies
			\$19.90	6322	Communications	Materials & Supplies
			\$302.52	6322	Youth at Risk - Anke	Materials & Supplies
			\$12.23	6322	On-site Wastewater T	Materials & Supplies
			\$1,034.48	6322	Student Services	Materials & Supplies
			\$308.35	6322	Office of Controller	Materials & Supplies
			\$116.27	6322	Office of Controller	Materials & Supplies
			\$84.52	6322	Duplicating Services	Materials & Supplies

Report: FWRR040
Date: 06/24/2010
Time: 09:11 AM

Des Moines Area Comm College
List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	513913	\$15,652.76	\$671.75	6322	Credentials	Materials & Supplies
			\$39.50	6322	Curriculum & Schedul	Materials & Supplies
			\$1,973.22	6322	Dean, Business & Inf	Materials & Supplies
			\$47.98	6322	Office of Exec Dean,	Materials & Supplies
			\$89.94	6322	Office of Dean, Heal	Materials & Supplies
			\$57.80	6322	Office of Dean, Indu	Materials & Supplies
			\$247.53	6322	Office of Exec Dean,	Materials & Supplies
			\$18.02	6322	Office of Exec Dean,	Materials & Supplies
			\$127.65	6322	Office of Exec Dean,	Materials & Supplies
			\$82.34	6322	Developmental Educat	Materials & Supplies
			\$366.92	6322	Economic Development	Materials & Supplies
			\$89.20	6322	Environmental Scienc	Materials & Supplies
			\$1,172.80	6322	Student Support Serv	Materials & Supplies
			\$303.64	6322	Corrections-Newton	Materials & Supplies
			\$63.56	6322	Evening & Weekend	Materials & Supplies
			\$70.92	6322	WLAN Support	Materials & Supplies
			\$125.52	6322	Wellness	Materials & Supplies
			\$37.80	6322	Tool Machinist	Materials & Supplies
			\$14.85	6322	Surgical Technician	Materials & Supplies
			\$115.09	6322	Office of Dir, Stude	Materials & Supplies
			\$217.51	6322	Office of Dir, Finan	Materials & Supplies
			\$111.56	6322	Student Services	Materials & Supplies
			\$343.24	6322	Special Needs	Materials & Supplies
			\$89.90	6322	Continuing Ed, Home	Materials & Supplies
			\$35.38	6322	Office of Exec Dir,	Materials & Supplies
			\$160.45	6322	Information Systems	Materials & Supplies
			\$17.84	6322	Judicial Office	Materials & Supplies
			\$7.68	6322	Mathematics & Scienc	Materials & Supplies
			\$214.21	6322	Office of Dir, Marke	Materials & Supplies
			\$317.25	6322	Other General Instit	Materials & Supplies
			\$1,528.50	6322	Perkins Equipment	Materials & Supplies
			\$335.05	6322	Office of the Dir, P	Materials & Supplies
			\$121.40	6322	Program Development	Materials & Supplies
			\$42.83	6322	Office of Dir, Purch	Materials & Supplies
			\$136.05	6322	Story County Academy	Materials & Supplies

Report: FWR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	513913	\$15,652.76	\$2,798.35	6322	Softskills Training	Materials & Supplies
			\$53.98	6322	Spanish	Materials & Supplies
Expense Reduction Analyst	513917	\$6,425.87	\$3,074.94	6030	Custodial	Custodial Services
			\$3,350.93	6030	Custodial	Custodial Services
FBG Service Corporation	513919	\$33,643.80	\$19,686.97	6030	Custodial	Custodial Services
			\$2,402.40	6030	Plant Operations, St	Custodial Services
			\$3,979.99	6030	Physical Plant Opera	Custodial Services
			\$1,152.00	6030	Physical Plant Opera	Custodial Services
			\$2,010.02	6030	Physical Plant Opera	Custodial Services
			\$2,010.02	6030	Physical Plant Opera	Custodial Services
Freightliner of Des Moine	513928	\$123,169.00	\$123,169.00	7400	Office of the Presid	Vehicles
Future Health, Inc.	513931	\$18,056.65	\$18,056.65	6269	Future Health #2-Job	Other Services
G and S Office Machines L	513932	\$5,804.46	\$4,278.00	6060	WLAN Support	Maintenance/Repair o
			\$1,526.46	6322	WLAN Support	Materials & Supplies
G Commerce Inc	513933	\$7,352.81	\$7,352.81	6269	GCommerce #2 - Job S	Other Services
Global Total Office	513939	\$12,339.08	\$12,339.08	6322	Equipment Replacemen	Materials & Supplies
Granite Transformations	513941	\$9,589.31	\$9,589.31	6269	Granite Transformati	Other Services
Herald Publishing Co	513949	\$2,630.40	\$661.00	6110	Office of Exec Dean,	Information Services
			\$1,534.00	6110	Office of Dir, Marke	Information Services
			\$435.40	6110	Office of Exec Dir,	Information Services
Hewlett Packard	513950	\$10,568.00	\$19.00	6323	Office of VP, Info S	Minor Equipment
			\$4,375.00	6325	Campus Communication	Computer Equipment
			\$4,425.00	6325	Data Processing	Computer Equipment
			\$1,749.00	6323	Equip Replacement Hu	Minor Equipment

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Integrity Technology Syst	513955	\$9,000.00	\$9,000.00	6019	Workforce Developmen	Other Professional S
Jacobson Companies	513965	\$3,722.70	\$3,722.70	6269	Jacobson Comp-Job Sp	Other Services
Liftruck Service Co Inc	513981	\$22,231.00	\$22,231.00	7100	Equip Replacement In	Furniture, Machinery
Mardock Drafting Services	513984	\$2,550.00	\$2,550.00	6015	Buildings Equipment	Consultant's Fees
Panorama Community School	514008	\$4,500.00	\$4,500.00	6323	Perkins Equipment	Minor Equipment
Paragon International	514010	\$3,665.30	\$3,665.30	6269	Paragon Internationa	Other Services
Progress Industries	514020	\$8,734.36	\$841.54	6269	Progress Industries	Other Services
			\$7,892.82	6269	Progress Industries	Other Services
Rapids Reproduction Inc	514026	\$7,865.00	\$6,695.00	7100	Computer Aided Desig	Furniture, Machinery
			\$1,170.00	6060	Computer Aided Desig	Maintenance/Repair o
Reliance Standard	514029	\$49,639.81	\$15,598.10	2253	Payroll Office	Basic Life Insurance
			\$18,841.14	2255	Payroll Office	Misc Insurances Paya
			\$15,200.57	2254	Payroll Office	Long Term Disability
Respironics	514032	\$3,017.98	\$2,514.98	6323	Perkins Equipment	Minor Equipment
			\$503.00	6323	Respiratory Therapy	Minor Equipment
SAS Institute World Headq	514038	\$5,000.00	\$5,000.00	6324	Campus Communication	Computer Software
Securitas Security Servic	514040	\$13,429.16	\$4,088.65	6261	Physical Plant Opera	Contracted Security
			\$9,340.51	6261	Office of the Dir, P	Contracted Security
US Cellular	514057	\$4,045.39	\$20.79	6150	IPT Regional Telecom	Communications
			\$62.91	6150	Office of Exec Dean,	Communications
			\$11.02	6150	Judicial Office	Communications
			\$96.92	6150	Office of Sr VP, Bus	Communications
			\$287.20	6150	Program Development	Communications

Date: 06/24/2010

List of checks over \$2,500.00

from 27-MAY-2010 to 23-JUN-2010

Time: 09:11 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	514057	\$4,045.39	\$13.12	6150	ARRA-Dislocated Work	Communications
			\$86.38	6150	Office of the Dir, P	Communications
			\$128.17	6150	Office of the Dir, P	Communications
			\$271.37	6150	Grounds	Communications
			\$36.96	6150	Mechanical Maintenan	Communications
			\$76.88	6150	Safety Committee	Communications
			\$51.22	6150	Transportation	Communications
			\$103.36	6150	Gateway to College	Communications
			\$84.73	6150	Land Survey ACE Prog	Communications
			\$24.39	6150	Academic Development	Communications
			\$90.25	6150	Associates Degree Nu	Communications
			\$24.98	6150	Building Trades Hous	Communications
			\$16.12	6150	Boone Campus Housing	Communications
			\$38.75	6150	Office of Exec Dir,	Communications
			\$106.39	6150	Office of Coord, Cir	Communications
			\$7.91	6150	Campus Communication	Communications
			\$10.03	6150	Campus Communication	Communications
			\$58.17	6150	Custodial	Communications
			\$9.03	6150	Data Processing	Communications
			\$16.41	6150	Office of Dean, Scie	Communications
			\$74.28	6150	Office of Exec Dean,	Communications
			\$7.91	6150	Office of Exec Dean,	Communications
			\$47.79	6150	Dental Assistant	Communications
			\$78.06	6150	Economic Development	Communications
			\$208.12	6150	Enrollment Managemen	Communications
			\$74.28	6150	Evening & Weekend	Communications
			\$3.51	6150	Graduation	Communications
			\$9.41	6150	Health Services	Communications
			\$39.47	6150	Hub Entertainment	Communications
			\$68.57	6150	Office Exec Dir, Ins	Communications
			\$18.47	6150	Info Tech/Network Ad	Communications
			\$57.74	6150	Mechanical Maintenan	Communications
			\$67.57	6150	Motorcycle and Moped	Communications
			\$131.36	6150	Office of the Dir, P	Communications
			\$28.10	6150	Physical Plant Opera	Communications

Report: FWR0040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	514057	\$4,045.39	\$11.17	6150	Plant Operations, St	Communications
			\$15.82	6150	Physical Plant Opera	Communications
			\$46.11	6150	Physical Plant Opera	Communications
			\$83.40	6150	Respiratory Therapy	Communications
			\$58.65	6150	Transportation Insti	Communications
			\$178.57	6150	Office of VP, Commnt	Communications
			\$193.72	6150	Wellness	Communications
			\$670.53	6150	WLAN Support	Communications
			\$146.21	6150	Youth at Risk - Anke	Communications
			\$7.16	6150	WIA-Adult	Communications
			\$13.12	6150	WIA-Dislocated Worke	Communications
			\$2.38	6150	ARRA-Adult Program	Communications
			\$44.37	6150	NEG-Whirlpool	Communications
Waste Mgmt of Iowa Corp.	514065	\$3,630.04	\$128.50	6030	Physical Plant Opera	Custodial Services
			\$131.61	6030	Physical Plant Opera	Custodial Services
			\$154.40	6030	Physical Plant Opera	Custodial Services
			\$3,215.53	6030	Custodial	Custodial Services
Wells Fargo Bank Minnesot	514068	\$2,500.00	\$2,500.00	6014	Administration & Mis	Financial Serv Fees
DMACC HEA	514145	\$6,085.89	\$6,085.89	2272	Payroll Office	DMACC/HEA Dues Payab
ACT	514163	\$3,320.00	\$3,320.00	6322	Assessment Center Se	Materials & Supplies
Ahlers and Cooney PC	514165	\$4,815.50	\$4,773.50	6013	Office of Sr VP, Bus	Legal Fees
			\$42.00	6013	Office of Sr VP, Bus	Legal Fees
Arnold Motor Supply	514173	\$3,317.55	\$1,995.17	6322	ACE Administration	Materials & Supplies
			\$519.94	6323	ACE Administration	Minor Equipment
			\$464.78	6322	Story County Academy	Materials & Supplies
			\$337.66	6322	Auto Service ACE Pro	Materials & Supplies
Association of Business a	514174	\$20,000.00	\$20,000.00	6269	Office of the Presid	Other Services
Beirman Furniture	514181	\$4,829.72	\$1,265.74	6378	Equip Replacement St	Materials/Supplies f

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Beirman Furniture	514181	\$4,829.72	\$1,553.59	6378	Equip Replacement St	Materials/Supplies f
			\$2,010.39	6378	Equip Replacement St	Materials/Supplies f
Campbell Oil	514190	\$3,914.29	\$3,914.29	6190	Utilities	Utilities
CDW Government Inc	514196	\$3,013.28	\$3,013.28	6323	Electronic Crime Ins	Minor Equipment
Child Care Council	514198	\$4,230.62	\$4,230.62	6269	Continuing Ed, Home	Other Services
CompUSA	514205	\$4,281.27	\$4,281.27	6323	Electronic Crime Ins	Minor Equipment
Creative Werks, Inc.	514207	\$12,099.91	\$12,099.91	6269	Creative Works #2-Jo	Other Services
DART	514211	\$2,707.95	\$2,707.95	6269	Office of Exec Dean,	Other Services
Davis Brown Koehn Shors a	514212	\$3,545.50	\$1,386.50	6013	Office of Sr VP, Bus	Legal Fees
			\$914.50	6013	Office of Sr VP, Bus	Legal Fees
			\$507.00	6013	Office of Sr VP, Bus	Legal Fees
			\$737.50	6013	Economic Development	Legal Fees
Duet Resource Group	514219	\$5,796.00	\$5,796.00	6269	Equipment Replacemen	Other Services
EPA Audio Visual Inc	514223	\$3,860.00	\$3,860.00	6323	Office of VP, Info S	Minor Equipment
Fitzgerald, Shawn	514232	\$4,875.00	\$4,875.00	6269	Office of Exec Dir,	Other Services
Global Total Office	514239	\$3,596.76	\$602.00	6322	Equipment Replacemen	Materials & Supplies
			\$1,195.64	6322	Equipment Replacemen	Materials & Supplies
			\$1,799.12	6322	Equipment Replacemen	Materials & Supplies
Grandview University	514243	\$15,555.10	\$8,352.60	6321	Upward Bound FY2010	Food
			\$7,202.50	6210	Upward Bound FY2010	Rental of Buildings
Heartland Area Education	514247	\$3,333.34	\$3,333.34	6269	Mail Service	Other Services
Heidolph Brinkmann	514248	\$5,165.56	\$5,165.56	7100	Carroll Campus Equip	Furniture, Machinery

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College

List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	514249	\$139,928.08	\$2,626.44	6060	Technical Update Equ	Maintenance/Repair o
			\$43,776.00	6325	Technical Update Equ	Computer Equipment
			\$42,240.00	6325	Technical Update Equ	Computer Equipment
			\$37,087.00	6325	Technical Update Equ	Computer Equipment
			\$6,523.00	6325	Web Based Instructio	Computer Equipment
			\$850.00	6323	Office of VP, Info S	Minor Equipment
			\$2,927.82	6060	Information Systems	Maintenance/Repair o
\$3,897.82	6060	Information Systems	Maintenance/Repair o			
Higher One	514251	\$13,566.50	\$13,566.50	6269	Student ID Card Offi	Other Services
Hydro-Seed LLC	514258	\$11,250.00	\$11,250.00	6100	Buildings Equipment	Maintenance of Groun
Indian Hills Community Co	514260	\$36,180.00	\$1,263.62	6322	Assessment Center Se	Materials & Supplies
			\$19,593.46	6322	Call Center	Materials & Supplies
			\$15,322.92	6322	ASSET/ESS	Materials & Supplies
Integrity Global Solution	514263	\$10,803.00	\$10,803.00	7100	Technical Update Equ	Furniture, Machinery
Iowa Base Inc	514267	\$2,520.00	\$2,520.00	6377	Mechanical Maintenanc	Materials/Supplies f
Iowa Communications Netwo	514269	\$16,143.29	\$66.91	6150	Campus Communication	Communications
			\$7,570.08	6150	Campus Communication	Communications
			\$4,983.65	6150	Campus Communication	Communications
			\$22.49	6150	Campus Communication	Communications
			\$1,517.40	6150	Campus Communication	Communications
			\$15.48	6150	Campus Communication	Communications
			\$16.46	6150	Campus Communication	Communications
			\$89.90	6150	Campus Communication	Communications
			\$1,860.92	6269	Distance Learning	Other Services
Iowa Prison Industries	514274	\$3,156.00	\$3,156.00	6322	Equipment Replacemen	Materials & Supplies
Karl Chevrolet	514280	\$24,980.00	\$24,980.00	7400	Campus Communication	Vehicles
Kinzler Construction Serv	514284	\$2,627.00	\$2,627.00	6090	Buildings Equipment	Maintenance/Repair o

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
KJWW Engineering Consulta	514286	\$2,766.86	\$2,766.86	6015	Energy Efficiency Gr	Consultant's Fees
Kramer Entertainment Agen	514289	\$6,300.00	\$6,300.00	6019	Hub Entertainment	Other Professional S
Krueger International	514291	\$30,350.00	\$30,350.00	7600	Equipment Replacemen	Buildings and Fixed
Martin Brothers Distribut	514300	\$3,013.85	-\$70.56	6511	Cafeteria	Purchases for Resale
			-\$44.22	6511	Cafeteria	Purchases for Resale
			\$424.37	6511	Cafeteria	Purchases for Resale
			\$675.74	6511	Cafeteria	Purchases for Resale
			\$767.54	6511	Cafeteria	Purchases for Resale
			\$493.35	6511	Cafeteria	Purchases for Resale
			\$767.63	6511	Urban Cafeteria	Purchases for Resale
Ohland Concrete Construct	514315	\$17,614.25	\$10,029.75	6100	Buildings Equipment	Maintenance of Groun
			\$7,584.50	6100	Buildings Equipment	Maintenance of Groun
Oracle Corporation	514316	\$7,978.05	\$7,978.05	6324	Information Systems	Computer Software
Parkway Concepts Inc	514317	\$7,943.41	\$7,943.41	6269	Grants and Contracts	Other Services
PE Systems LLC	514318	\$4,606.83	\$4,606.83	6269	Office of Controller	Other Services
Pennsylvania State Univer	514319	\$3,150.00	\$3,150.00	6479	Project Lead the Way	Staff Development-Ou
PMI CIC	514324	\$5,391.00	\$5,391.00	6269	Continuing Ed, Trade	Other Services
Reserve Account	514349	\$50,000.00	\$50,000.00	6230	Mail Service	Postage and Expediti
RIS Paper Co Inc	514350	\$21,394.80	\$21,394.80	6511	Duplicating Services	Purchases for Resale
Scantron Corporation	514357	\$3,069.00	\$3,069.00	6323	Academic Development	Minor Equipment
University of Iowa	514377	\$3,000.00	\$3,000.00	6489	Project Lead the Way	Staff Development-In
Virco Inc	514381	\$5,156.80	\$5,156.80	6322	Equipment Replacemen	Materials & Supplies

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 27-MAY-2010 to 23-JUN-2010

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wellmark Health Plan of I	514389	\$810,595.81	\$810,375.68	2250	Payroll Office	Health Insurance Pay
			\$220.13	2250	Payroll Office	Health Insurance Pay
Windstar Lines Inc	514392	\$2,727.00	\$280.00	6470	Perkins Professional	Travel-Out of State
			\$2,447.00	6470	Retail Merchandising	Travel-Out of State
Xerox Corp	514395	\$4,137.17	\$2,877.17	6060	Duplicating Services	Maintenance/Repair o
			\$1,260.00	6511	Duplicating Services	Purchases for Resale
Sprectrum	514426	\$2,870.39	\$2,870.39	6269	WIA-Spectrum Resourc	Other Services
USA Staffing	514428	\$3,238.44	\$582.00	6019	Des Moines Re-employ	Other Professional S
			\$1,734.94	6019	Des Moines Re-employ	Other Professional S
			\$921.50	6019	Des Moines Re-employ	Other Professional S
ACT	514515	\$9,394.80	\$9,394.80	6322	Academic Development	Materials & Supplies
Advanced Asphalt Systems	514516	\$3,932.16	\$3,932.16	6100	Equipment Replacemen	Maintenance of Groun
Alliant Energy	514520	\$13,914.20	\$43.76	6190	Utilities	Utilities
			\$8,808.48	6190	Utilities	Utilities
			\$380.76	6190	Utilities	Utilities
			\$261.66	6190	Utilities	Utilities
			\$642.88	6190	Utilities	Utilities
			\$3,776.66	6190	Boone Campus Housing	Utilities
AUL Special Pay Trust	514526	\$200,289.50	\$10,260.43	5400	Early Retirement Int	Regular Sec/Clk
			\$64,833.51	5200	Early Retirement	Regular Instructiona
			\$75,224.53	5300	Early Retirement	Regular Prof Support
			\$25,319.00	5500	Early Retirement	Regular Serv Staff
			\$24,652.03	5400	Early Retirement	Regular Sec/Clk
AUL Special Pay Trust	514527	\$49,438.00	\$13,639.00	5400	Early Retirement	Regular Sec/Clk
			\$9,548.00	5300	Early Retirement	Regular Prof Support
			\$6,036.50	5200	Early Retirement	Regular Instructiona

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
AUL Special Pay Trust	514527	\$49,438.00	\$20,214.50	5200	Early Retirement Int	Regular Instructiona
Badding Winker Partnershi	514531	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Baker and Taylor Books	514532	\$12,039.86	\$42.59	6310	Equip Replacement Li	Library Books
			\$3,767.28	6310	Equip Replacement Li	Library Books
			\$2,835.53	6310	Equip Replacement Li	Library Books
			\$3,542.84	6310	Equip Replacement Li	Library Books
			\$1,851.62	6310	Equip Replacement Li	Library Books
Blackbaud	514538	\$6,048.42	\$6,048.42	6269	Office of Exec Dir,	Other Services
Bryan Crow Construction I	514542	\$25,100.90	\$25,100.90	6090	Equipment Replacemen	Maintenance/Repair o
Budget Inn & Suites	514544	\$5,085.99	\$1,127.21	6321	Continuing Ed, 2 Day	Food
			\$1,444.50	6269	Continuing Ed, 2 Day	Other Services
			\$1,348.20	6269	Continuing Ed, 2 Day	Other Services
			\$1,166.08	6321	Continuing Ed, 2 Day	Food
Car Quest Auto Parts	514548	\$6,701.18	\$2,541.18	6322	Perkins Equipment	Materials & Supplies
			\$4,160.00	6323	Equip Replacement In	Minor Equipment
Career Resources Group	514549	\$15,000.00	\$15,000.00	6269	Softskills Training	Other Services
Central States Roofing	514553	\$77,045.00	\$77,045.00	6090	Buildings Equipment	Maintenance/Repair o
City of Boone	514560	\$3,963.06	\$1,045.30	6190	Utilities	Utilities
			\$400.00	6190	Utilities	Utilities
			\$1,913.16	6190	Boone Campus Housing	Utilities
			\$423.25	6190	Utilities	Utilities
			\$181.35	6190	Utilities	Utilities
Clear Channel Outdoor Inc	514561	\$21,800.00	\$19,800.00	6110	Office of Dir, Marke	Information Services
			\$2,000.00	6110	Office of Dir, Marke	Information Services
Demco Inc	514569	\$3,651.99	\$3,100.05	6322	Library	Materials & Supplies

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Demco Inc	514569	\$3,651.99	\$551.94	6322	Library	Materials & Supplies
Digi Key Corp	514574	\$3,098.43	\$2,409.89	6323	Info Tech/Network Ad	Minor Equipment
			\$688.54	6323	Info Tech/Network Ad	Minor Equipment
Ebsco Subscription Servic	514578	\$5,900.00	\$5,900.00	6269	Equipment Replacemen	Other Services
Electronic Communication	514579	\$31,542.84	\$11,886.00	6323	Office of VP, Info S	Minor Equipment
			\$1,518.84	6323	Library	Minor Equipment
			\$18,138.00	6323	Technical Update Equ	Minor Equipment
Energy Conservatory	514586	\$4,808.31	\$4,106.96	6323	Equip Replacement In	Minor Equipment
			\$701.35	6322	Equip Replacement In	Materials & Supplies
Express Logistics	514587	\$13,265.17	\$9,474.17	6269	Express Logistics-Jo	Other Services
			\$3,791.00	6269	Express Logistics-Tr	Other Services
Fitzgerald, Shawn	514595	\$4,930.00	\$4,930.00	6269	Office of Dir, Marke	Other Services
Garvis Honda Town	514600	\$16,745.00	\$3,349.00	6323	Motorcycle and Moped	Minor Equipment
			\$13,396.00	6323	Motorcycle and Moped	Minor Equipment
GEDScoring.COM	514601	\$2,802.10	\$2,802.10	6269	GED Testing	Other Services
Greater Des Moines Partne	514605	\$28,950.00	\$28,950.00	6269	Career Pathways Prog	Other Services
Heartland Coop	514613	\$17,314.63	\$257.49	6322	Dallas County Farm O	Materials & Supplies
			\$19.24	6322	Dallas County Farm O	Materials & Supplies
			\$7,428.75	6322	Dallas County Farm O	Materials & Supplies
			\$208.36	6322	Dallas County Farm O	Materials & Supplies
			\$437.45	6322	Dallas County Farm O	Materials & Supplies
			\$1,558.02	6322	Dallas County Farm O	Materials & Supplies
			\$1,886.56	6322	Dallas County Farm O	Materials & Supplies
			\$760.00	6322	Dallas County Farm O	Materials & Supplies
			\$2,196.65	6322	Dallas County Farm O	Materials & Supplies

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

Des Moines Area Comm College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Heartland Coop	514613	\$17,314.63	\$1,011.73	6322	Dallas County Farm O	Materials & Supplies
			\$1,135.48	6322	Dallas County Farm O	Materials & Supplies
			\$414.90	6322	Dallas County Farm O	Materials & Supplies
Hewlett Packard	514616	\$39,236.00	\$19.00	6325	Info Tech/Network Ad	Computer Equipment
			\$13,639.00	6323	Technical Update Equ	Minor Equipment
			\$25,130.00	6325	Technical Update Equ	Computer Equipment
			\$448.00	6322	Campus Communication	Materials & Supplies
IDN-H Hoffman Inc	514618	\$2,783.48	\$21.81	6322	Carpentry/Paint/Lock	Materials & Supplies
			\$2,761.67	6378	Office of the Dir, P	Materials/Supplies f
Internet Solver Inc	514621	\$3,500.00	\$1,000.00	6150	Campus Communication	Communications
			\$2,500.00	6150	Campus Communication	Communications
Iowa Association of Commu	514624	\$71,225.19	\$71,225.19	6040	Board of Directors	Memberships
Mardock Drafting Services	514652	\$2,520.00	\$2,520.00	6015	Buildings Equipment	Consultant's Fees
Mid Iowa Construction	514657	\$3,155.00	\$3,155.00	6090	Buildings Equipment	Maintenance/Repair o
National Recoveries Inc	514670	\$4,815.49	\$880.80	6780	Office of Controller	Collection Agency Ex
			\$3,827.19	6780	Office of Controller	Collection Agency Ex
			\$107.50	6780	Office of Controller	Collection Agency Ex
No Sweat Service	514672	\$6,553.34	\$4,098.34	6323	Office of Exec Dean,	Minor Equipment
			\$2,455.00	6323	Office of Exec Dean,	Minor Equipment
One Source Training	514675	\$15,956.00	\$14,500.00	6269	Softskills Training	Other Services
			\$1,456.00	6019	Continuing Ed, Gener	Other Professional S
Pitney Bowes Inc	514681	\$3,318.43	\$841.68	6220	Mail Service	Rental of Equipment
			\$300.00	6220	Mail Service	Rental of Equipment
			\$2,176.75	6220	Mail Service	Rental of Equipment
Plants N More	514682	\$2,670.00	\$2,670.00	6019	Grounds	Other Professional S

Report: FWRR040
 Date: 06/24/2010
 Time: 09:11 AM

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Qualtrics	514690	\$2,500.00	\$2,500.00	6324	Office Exec Dir, Ins	Computer Software
Redstone Painting Co LLC	514697	\$5,252.00	\$5,252.00	6090	Office of Exec Dean,	Maintenance/Repair o
Ruan Truck Sales	514699	\$25,900.00	\$25,900.00	7400	Industrial/Technical	Vehicles
Scantron Corporation	514703	\$9,606.00	\$8,952.01	6323	Criminal Justice ACE	Minor Equipment
			\$653.99	6269	Criminal Justice ACE	Other Services
Securitas Security Servic	514707	\$16,958.78	\$6,001.97	6261	Physical Plant Opera	Contracted Security
			\$649.48	6261	Physical Plant Opera	Contracted Security
			\$6,759.90	6261	Office of the Dir, P	Contracted Security
			\$3,547.43	6261	Office of the Dir, P	Contracted Security
Servicemaster Clean	514708	\$3,405.68	\$3,405.68	6269	Boone Campus Housing	Other Services
True Pitch Inc	514724	\$4,855.50	\$4,855.50	6323	Office of Exec Dean,	Minor Equipment
Wells Fargo Educational F	514735	\$32,038.00	\$3,268.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,842.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,843.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$1,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,252.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,333.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$2,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
\$4,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro			
REPORT TOTAL			\$3,691,515.87			

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMAACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

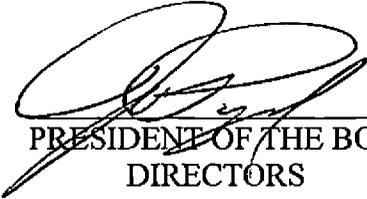
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

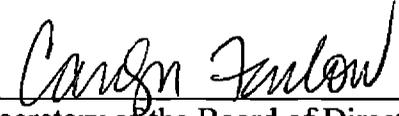
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND ERICKSON MACHINE TOOLS, 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 Erickson Machine Tools, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

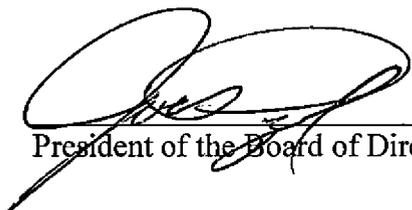
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

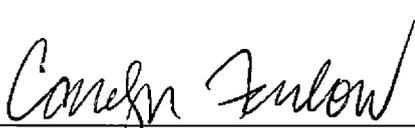
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

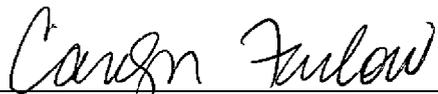


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Erickson Machine Tools, Inc., Story City, 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: Erickson Machine Tools, Inc.
409 Market St.
Story City, IA 50248

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.

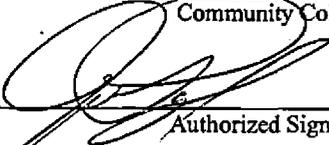
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

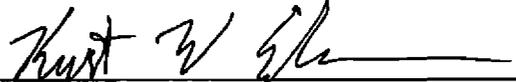
Community College

Erickson Machine Tools, Inc.

Business



Authorized Signature



Authorized Signature

Joe Pugh, Board President

Type Name and Title

KURT W. ERICKSON PRESIDENT

Type Name and Title

Kurt@ericksonmachine.co

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

409 MARKET AVE, STORY CITY

Address

IA 50248

7-12-10

Date

5-14-10

Date

260F-4 (03/00)

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

~~Section 7.6~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Erickson Machine Tools, Inc.
Project #1**

December 21, 2009

**Training Plan And Budget
For
Erickson Machine Tools, Inc.**

260F Project #1

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

	Total Cost	260F Cost
I. Job Skill Training	\$27,825	\$19,425

The following activities are intended to assist employees of Erickson Machine Tools to improve their knowledge and practice of Lean training, management training, customer service training, safety training, professional skill development, and software and business system training:

- Erickson Machine Tools to receive Accounting training. May include instruction in accounting principles and/or training in accounting software.
- Classes, seminars, and training for software and business system training as it relates to Erickson Machine Tools. May include Microsoft products training and/or software specific to their business.
- Erickson Machine Tools to receive training specific to their industry. May include product training.
- DMACC and/or outside vendors to provide safety related training to help Erickson Machine Tools promote a safe work environment. Topics may include OSHA compliance training.

Erickson Machine Tools, Inc. (continued)

- DMACC and/or outside vendors to provide Continuous Improvement training and/or consulting to Erickson Machine Tools. May include classes, seminars, consulting, and training as it relates to continuous improvement and Lean operations.
- Erickson Machine Tools to receive training as it relates to professional skill development. Topics may include communication skills, time management, and project management.
- Erickson Machine Tools to receive training as it relates to customer service and sales training. May include classes, seminars, training, and/or consulting.

	Total Cost	260F Cost
II. Supervisory Skills	\$1,825	\$1,825
<ul style="list-style-type: none"> · DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction. 		

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program.

IV. DMACC Project Management Fee	\$ 3,750	\$ 3,750
Totals:	\$33,400	\$25,000

Training will begin on 12/21/2009 with completion anticipated for 12/21/2011. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

6. TRAINING PLAN

I. Training start date. 12/21/09

II. Training end date. 12/21/11

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

3

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 training 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
Accounting Training	\$7,000	1	VALUE OF WAGES & BENEFITS: \$19,360 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH
Computer Hardware and Software Training	\$5,000	3	
Industry Specific Training	\$7,000	3	
Safety Training	\$2,000	3	
Continuous Improvement and Lean Training	\$2,000	3	
Professional Skill Development	\$1,825	3	
Sales and Customer Service Training	\$3,000	3	
Management Training	\$1,825	3	
TOTAL TRAINING COST	\$29,650		\$19,360

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

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)**

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

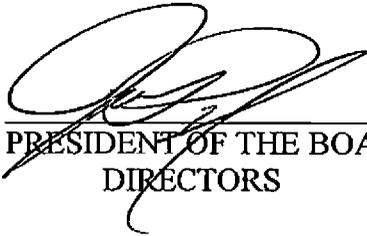
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

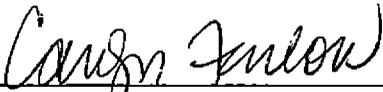
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND HEART OF IOWA COOPERATIVE

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 Heart of Iowa Cooperative (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

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

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

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

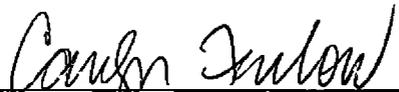
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

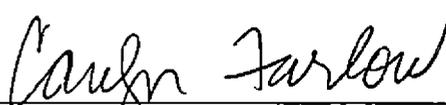


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Heart of Iowa Cooperative, Roland, 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: Heart of Iowa Coop

13585 620th Ave

Roland, IA 50236

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

[Handwritten Signature]

Authorized Signature

Joe Pugel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

7-12-10

Date

Heart of Iowa Coop

Business

[Handwritten Signature]

Authorized Signature

Mark A. Gaunt Safety Director

Type Name and Title

13585 620th Ave

Roland, IA 50236

Address

mgaunt@hoic.com

Email Address

6-8-2010

Date

260F-4 (03/00)

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

~~General Counsel~~

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Heart of Iowa Cooperative
Project #3**

July 14, 2009

**Training Plan and Budget
For
Heart of Iowa Coop
260F Project 3**

The following Training Plan reflects the expected training activities for Heart of Iowa Co-op. 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.

	Cost	260F Cost
I. JOB SKILL TRAINING	\$16,250	\$12,200

Safety

A DMACC safety consultant may work with the company to advise and assess the company's training needs.

Instruction on safe practices in the work place may be given to employees. Areas of instruction include, but are not limited to, fire safety, material storage, operation of electrical equipment, National Electric Code, machine guarding, ladders, lifting techniques, P.P.E., confined space, lockout/tag out, electrical safety, HAZCOM and housekeeping. Assistance and consultation with compliance of OSHA regulations may also be included.

Computer skills

DMACC and/ or outside vendors may provide computer skills training that may include, but not limited to, *PowerPoint* and other software.

Quality Training

Training may include, but is not limited to, *WorkPlace Lean*, *Lean Manufacturing* and *Six Sigma*. Consulting may be included.

Sales Training

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

Technical Training and Professional Development

The company may send employees to classes offered by DMACC or other vendors. The training may include seminars, workshops, credit courses, customized courses and continuing education courses. Consulting may also be included.

II.	MANAGEMENT SUPERVISORY	\$5,000	\$3,750
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The company may be sending one or more supervisors through training on supervisory and management skills. This will help the supervisors to better manage employees. This could include, but is not limited to, a Development Dimensions International (DDI) course presented by DMACC.

III.	MATERIALS AND SUPPLIES	\$8,338	\$5,300
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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.

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

	Total	\$33,338	\$25,000
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Training will begin in July 2009 with completion anticipated July 2011. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

6. TRAINING PLAN

I. Training start date. 7/14/09

II. Training end date. 7/14/11

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

20

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
Job Skill	\$16,250	20	VALUE OF WAGES & BENEFITS: \$13,000 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH \$13,000
Management/Supervisory	\$5,000	10	
Materials	\$8,338		
TOTAL TRAINING COST	\$29,588		

Total Training Cost		\$29,588
Admin. Costs	+	\$3,750
Total Project Cost	equals	\$33,338
Company Cash Match	*	\$8,338
IDED Award Amount	equals	\$25,000
(Maximum Award \$25,000)		

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)**

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

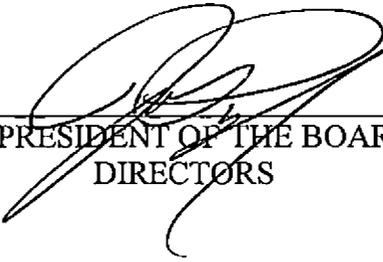
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

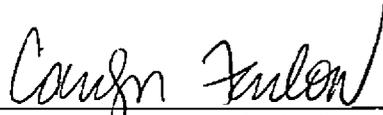
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND WALSH DOOR & HARDWARE CO.

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

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

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

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

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

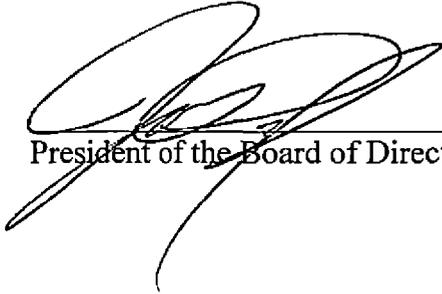
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

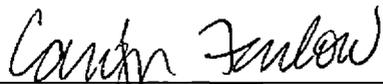
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

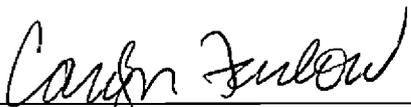


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Walsh Door & Hardware Co., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI
EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

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

Employer: Walsh Door & Hardware Co.
2600 Delaware Ave
Des Moines, Iowa 50317

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

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

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

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

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

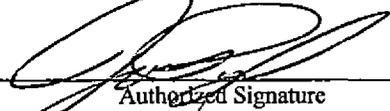
application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



Authorized Signature

Joe Puzell, Board President

Type Name and Title

Walsh Door & Hardware Co.

Business



Authorized Signature

Brady Warrick - Controller

Type Name and Title

bwarrick@walshdoor.com

Email Address

2006 South Ankeny Blvd.

2600 Delaware Ave

Ankeny, IA 50023

Address

Des Moines, IA 50312

Address

7-12-10

Date

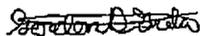
7-27-09

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

**Walsh Door & Hardware Co.
Project #2**

May 1, 2009

Training Plan and Budget
For
Walsh Door and Hardware Co.
260F Project #2

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

	Cost	260F Cost
I. Job Skill Training	\$22,000	\$13,600

Walsh Door is a small company that has been in existence for over 140 years and has operations in both Des Moines and Iowa City. Although the company has been in existence for many years, they need assistance in creating a strategic plan that will identify their major strengths, weaknesses and opportunities for one (1) year as well as where the company would like to be in five (5) years. This strategic process will include not only the actual planning process but also business coaching in regard to marketing, selling, profit and loss, taxation, work and job instructions (etc). Married to the planning process and coaching, DMACC and other vendors will assist the company with process improvement training and consultation. This process improvement training will help the company to identify wastes within the manufacturing process.

DMACC and other vendors will also assist the company in training employees in various technical skills such as CADD training.

II. Management/Supervisory Skills	\$7,650	\$7,650
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The company will participate in some if not all of the following management training; Listening, Delegation, Coping, Change Management (etc).

III. Materials and Supplies	\$0	\$0
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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 5/1/2009 with completion anticipated by 5/1/2011. 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 ten (10) 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. 5/1/2009

II. Training end date. 5/1/2011

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

LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each 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
Business Coaching	\$10,000	3	VALUE OF WAGES & BENEFITS: \$14,000 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH \$14,000
Technical Training	\$ 2,000	2	
Strategic Planning/Lean Implementation	\$10,000	7	
Management Training	\$ 7,650	3	
TOTAL TRAINING COST	\$29,650		

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

Business contribution above minimum program match? Yes No

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

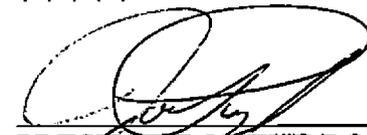
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

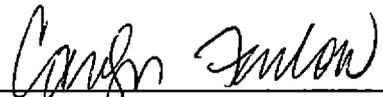
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND FYBER-VISION, INC. D/B/A HUSTON MILLWORK

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

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

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

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

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

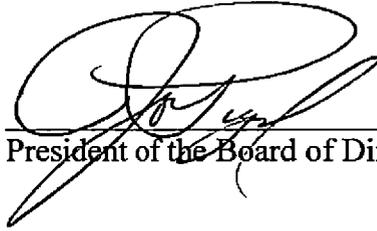
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

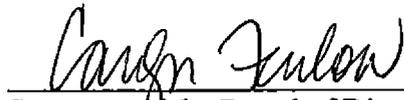
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

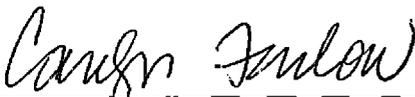


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Fyber-Vision, Inc.dba Huston Millwork, Grimes, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI
EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023-3993

Employer: Fyber-Vision dba Huston Millwork

1400 SE 11th Street

Grimes, IA 50111

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

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

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

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

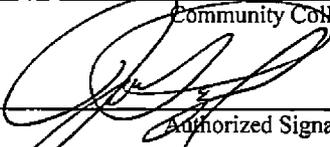
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect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

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

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

Des Moines Area Community College

Community College



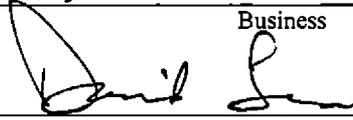
Authorized Signature

Joe Pugh Board President

Type Name and Title

Fyber-Vision dba Huston Millwork

Business



Authorized Signature

Dave Lewis, Vice President

Type Name and Title

dlewis@performancedisplayinc.com

Email Address

2006 South Ankeny Blvd.

1400 SE 11th Street

Ankeny, IA 50023-3993

Address

Grimes, IA 50111

Address

7/12/10

Date

June 1, 2010

Date

260F-4 (03/00)

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Fyber-Vision, Inc.
'dba Huston Millwork
Project #1**

November 20, 2009

**Training Plan & Budget
For
Huston Millwork**

GIVF Project #1

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

	Total Cost	260F Cost
I. Job Skill Training	\$10,588.00	\$9,000.00

The following activities are intended to assist employees of Huston Millwork to improve their knowledge and practice of technical skills, professional skill development, and sales and customer service skills:

- DMACC , outside vendors and/or internal trainers to provide training as it relates to technical skills. Classes, seminars, and training for CNC, Design and CAD, Estimating, AWI wood standards& processing standards training as it relates to Huston Millwork's business. May include but is not limited to Lean, Microsoft products training, and other program, project and design types of training.
- DMACC outside vendors and/or internal trainers to provide training in the areas of sales and customer service. May include but is not limited to sessions that focus on gaining and retaining customers and exceeding customer expectations.
- Huston Millwork to receive training as it relates to professional skill development. Topics may include but are not limited to: communication skills, time management, presentation skills, and project management.
- DMACC outside vendors and/or internal trainers to provide training in the areas of sexual harassment and other legal issues and compliance, and safety training.

Huston Millwork (continued)

	Total Cost	260F Cost
II. Supervisory Skills	\$8,000.00	\$4,000
· DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.		
III. Training Materials	\$11,000.00	8,250.00
· Materials such as books, videos, workbooks, Audio cassettes, and other materials necessary for the training and education of employees.		
IV. DMACC Project Management Fee		
	\$3,750	\$3,750
Totals:	\$33,338	\$25,000

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or will be considered cash match by the company.

Training will begin on November 20, 2009 with completion anticipated for November 20, 2011. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

6. TRAINING PLAN

I. Training start date. 11/20/09

II. Training end date. 11/20/11

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

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

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	\$10,588.00	5	VALUE OF WAGES & BENEFITS: 5,000.00
Management/Supervisory Training	\$8,000.00	1	VALUE OF FACILITIES: 1,700.00
Training Materials	\$11,000.00	5	VALUE OF EQUIPMENT: 1,700.00
			VALUE OF SUPPLIES: 900.00
			OTHER:
			TOTAL IN-KIND MATCH 9,300.00
TOTAL TRAINING COST	\$29,588.00		

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

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)

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

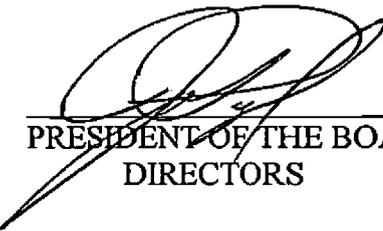
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

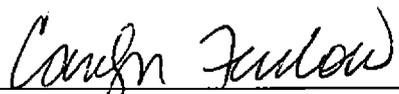
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND GCOMMERCE, INC.

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

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

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

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

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

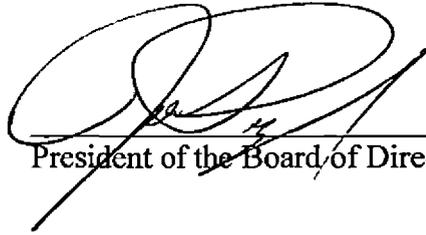
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

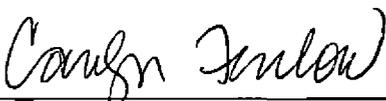
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and GCommerce, Inc, Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI
EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023-3993

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

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

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

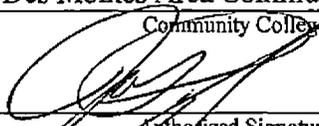
Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may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

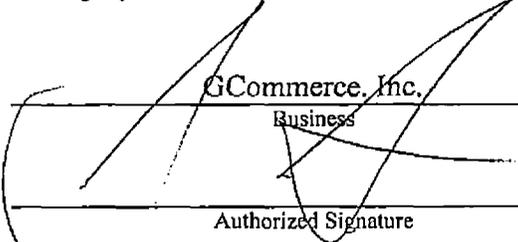
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

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

Des Moines Area Community College
Community College

Authorized Signature
Lee Pugh, Board President
Type Name and Title

GCommerce, Inc.
Business

Authorized Signature
Steven Smith CEO & President
Type Name and Title

SSMITH@GCOMMERCEINC.COM
Email Address

2006 South Ankeny Blvd.

601 E. Locust Suite 100

Ankeny, IA 50023-3993
Address

Des Moines, IA 50309
Address

7/12/10
Date

June 16, 2010
Date

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**GCommerce, Inc.
Project #4**

October 19, 2009

**Training Plan and Budget
For
GCommerce, Inc.
GIVF Project #4**

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

	Cost	260F Cost
I. Job Skill Training	\$29,676	\$29,676
<p>Workplace Lean – G Commerce has made a decision to implement workplace lean concepts throughout their organization. DMACC will work with GCommerce to propose and implement this training throughout the organization.</p> <p>Computer Training – Gcommerce works with various Microsoft products And must continue to train to maintain high levels of proficiency.</p>		
II. Management/Supervisory Skills	\$30,000	\$13,324
<p>This could include but is not limited to: Teambuilding training, Great Game of Business or other Leadership skills training</p>		
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$7000	\$7000
Total	\$66,676	\$50,000

The training began October 2009 with completion anticipated October 2011 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

SECTION 6. TRAINING PLAN (GIVF)

I. Training start date. 10-19-09

II. Training end date. 10-19-11

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

7

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Workplace Lean	20,000	7	Value of Wages & Benefits	20,000
Leadership Development	30,000	5	Value of Facilities	10,000
Computer Training	9,676	3	Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	30,000
Total Training Cost	59,676			

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	\$59,676
Administration Cost	\$7,000
Total Project Cost (training cost + administration cost)	\$66,676
Amount of Company Cash Match	\$16,676
IDED Award Amount (Maximum award is \$25,000)	\$50,000

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

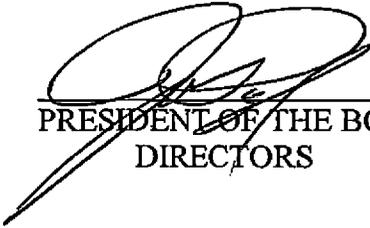
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

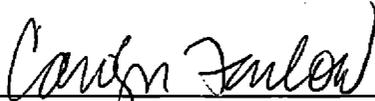
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND HY-LINE INTERNATIONAL

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

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

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

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

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

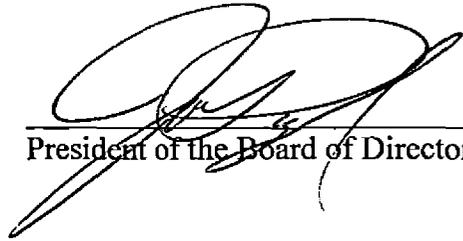
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

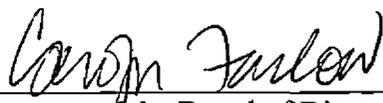
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

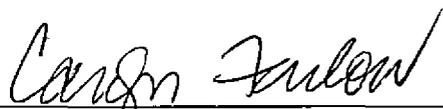


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Hy-Line International, Dallas Center, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI
EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023-3993

Employer: Hy-Line International
1915 Sugar Grove Avenue
Dallas Center, IA 50063

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Joe Puzd, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993

Address

7/12/10

Date

Hy-Line International

Business

Authorized Signature

Dan Case, Production Business Manager

Type Name and Title

dcase@hyline.com

Email Address

1915 Sugar Grove Avenue

Dallas Center, IA 50063

Address

9 June 2010

Date

260F-4 (03/00)

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Hy-Line International
Project #1**

December 23, 2009

Training Plan and Budget for Hy-Line International 260F Project

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

	Cost	260F Cost
<p>I. Job Skill Training Includes, but is not limited to, the following topics: LEAN concepts (including but not limited to value stream mapping, visual factory, setup reduction, cell flow, materials flow, inventory control, JIT, total quality management, 5S); quality management system training (including ISO establishment/maintenance/auditing); safety training and compliance; team building; project management; computer skills</p>	\$25,588	\$19,188
<p>II. Management/Supervisory Skills Includes, but is not limited to, the following topics: supervisory skills; leadership skills; change management; coaching; conflict management; motivating others; problem solving; effective communications.</p>	\$3,000	\$2,250
<p>III. Materials and Supplies Includes, but is not limited to, materials and supplies needed to facilitate the above training.</p>	\$1,000	\$750
<p>IV. Administrative Costs</p> <p>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</p>	\$3,750	\$2,812
Total	\$33,338	\$25,000

The training began 12/23/09 with completion anticipated by 12/23/11. 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 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. 12/23/09

II. Training end date. 12/23/11

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

25

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
LEAN	25,588	25	VALUE OF WAGES & BENEFITS: 21,767
Management/Supervisory Training	3,000	10	VALUE OF FACILITIES: 0
Training Materials	1,000	35	VALUE OF EQUIPMENT: 0
			VALUE OF SUPPLIES: 0
			OTHER: 0
			TOTAL IN-KIND MATCH 21,767
TOTAL TRAINING COST	29588.00		

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

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)

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

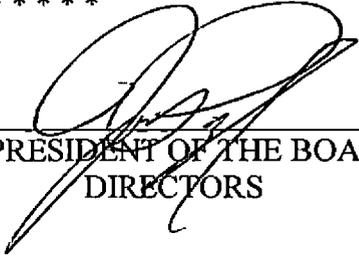
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Product Development Partners, 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 an Iowa Values Fund Training Contract between the College and Product Development Partners, 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 type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

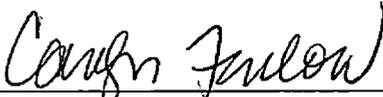
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

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

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

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Product Development Partners, 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 IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$4,999; and

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

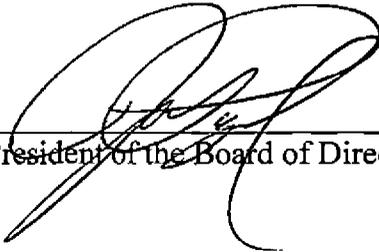
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

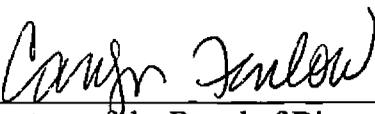
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

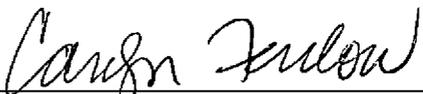


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Product Development Partners, L.L.C., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$4,999.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI
EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023-3993

Employer: Product Development Partners, LLC
1714 North 4th Ave East
Newton, IA 50208

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

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

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

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

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

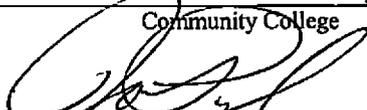
obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



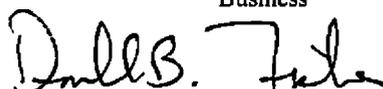
Authorized Signature

Joe Puzel, Board President

Type Name and Title

Product Development Partners, LLC

Business



Authorized Signature

Don Fisher

Type Name and Title

donfisher@iowatelecom.net

Email Address

2006 South Ankeny Blvd.

1714 North 4th Ave East

Ankeny, IA 50023-3993

Address

Newton, IA 50208

Address

7/12/10

Date

06/08/2010

Date

260F-4 (03/00)

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Product Development Partners, L.L.C.
Project #4**

December 8, 2009

**Training Plan and Budget
For
Product Development Partners, LLC
GIVF Project 3**

The following Training Plan reflects the expected training activities for Product Development Partners, LLC. The company will participate in some, if not all, of the following activities.

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

		Cost	GIVF Cost
I.	Job Skill Training	\$3,347	\$3,347
	<ul style="list-style-type: none"> • Machine Operations Training Machine operations training may include, but is not limited to, proper operation and maintaining of manufacturing equipment. Equipment may include, but is not limited to, lathes, mills, other machining equipment, molds and dies. • Lean Operations Training may include, but is not limited to, lean manufacturing and lean for the office. Consulting and instruction on implementation may also be included • Professional and Technical Development The company may send employees to technical or professional training offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit courses and continuing education courses. Consulting may also be included. 		
II.	Management Supervisory	\$500	\$500
	The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.		
III.	Materials and supplies	\$500	\$500
	Learning resources may be purchased for the training library. These may include, but are not limited to, textbooks, manuals, videos and software.		
IV	Administrative costs	\$652	\$652
	DMACC will work with the company to identify needed resources. DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
	Total	\$4,999	\$4,999

Training will begin on December 8, 2009 with completion anticipated December 8, 2011. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of GIVE, DMACC and this training plan will be made on an applied for basis.

6. TRAINING PLAN

I. Training start date. 12/8/09

II. Training end date. 12/8/11

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

III. **TOTAL UNDUPLICATED** number of employees to be trained. 2

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 Skill	\$3,347	2	VALUE OF WAGES & BENEFITS: \$2,800 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH: \$2,800
Supervisory/Management	\$500	1	
Materials	\$500		
TOTAL TRAINING COST	\$4,347		

Total Training Cost	\$4,347	
Admin. Costs +	\$652	
Total Project Cost equals	\$4,999	
Company Cash Match *	0	
IDED Award Amount equals (Maximum Award \$25,000)	\$4,999	

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)

Des Moines, Iowa
July 12, 2010

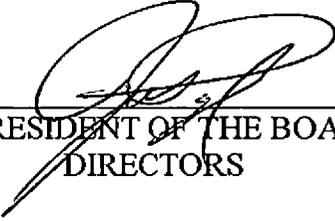
The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMAACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

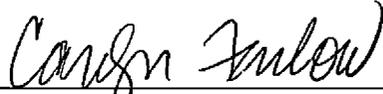
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Cheryl Langston	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND STATISTICS & CONTROL, INC.

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

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

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

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

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

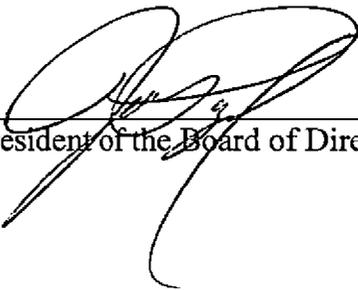
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

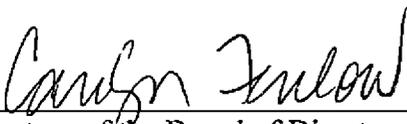
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

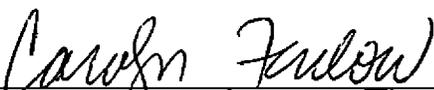


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Statistics & Control, Inc., West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI

EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023-3993

Employer: Statistics & Control, Inc.

4401 Westown Parkway Ste. 124

West Des Moines, Iowa 50266

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

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

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

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

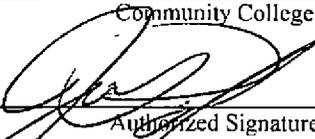
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect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

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

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

Des Moines Area Community College

Community College



Authorized Signature

Sue Puqel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993

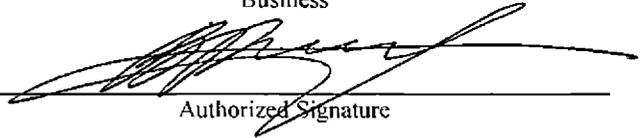
Address

7/12/10

Date

Statistics & Control, Inc.

Business



Authorized Signature

Boris Pusin, Vice President

bpusin@stctrl.com

Email Address

4401 Westown Parkway Ste. 124

West Des Moines, IA 50266

Address

Date

260F-4 (03/00)

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Statistics & Control, Inc.
Project #2**

January 15, 2010

**Training Plan and Budget
For
Statistics & Control, Inc.
GIVF Project 2**

The following Training Plan reflects the expected training activities for Statistics & Control, 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. The Training Plan and Budget are as follows.

	Cost	GIVF Cost
I. Job Skill Training	\$ 15,588.00	\$ 12,750
> Computer Skills – Training to upgrade skills in advanced process control systems to reflect current and future changes in software applications being used in process control technology. The training will include, but is not limited to, the training of different platforms, databases and languages for various advanced process control systems.		
III. Materials and Supplies	\$ 14,000.00	\$ 8,500.00
Equipment will include but is not limited to PLC desktop		
IV. Administrative Costs	\$3,750.00	\$3,750.00
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
Total	\$33,338.00	\$25,000.00

The training began 1-15-10 with completion anticipated 1-15-12 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of GIVF, DMACC and this training plan will be made on an applied for basis.

6. TRAINING PLAN

I. Training start date. 1/15/10

II. Training end date. 1/15/12

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

III. TOTAL UNDUPLICATED number of employees to be trained. 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
Job Skills	15,588.00	4	VALUE OF WAGES & BENEFITS: \$100,672.00 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH \$100,672.00
Materials	14,000.00	4	
TOTAL TRAINING COST	29588.00		

Total Training Cost	29588.00
Adm'n. Costs +	3750.00
Total Project Cost equals	33338.00
Company Cash Match *	8338.00
IDED Award Amount equals (Maximum Award \$25,000)	25000.00

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)

Des Moines, Iowa
July 12, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of July, 2010, at 4:00 p.m., at DMACC's IES Campus, 430 E. Grand Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

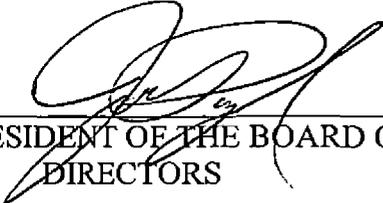
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

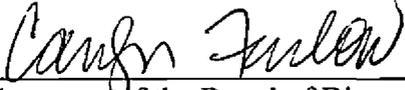
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND VAN GORP CORPORATION

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

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

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

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

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

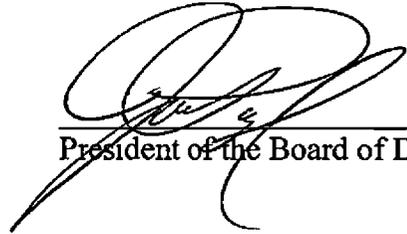
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

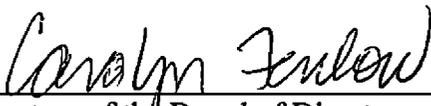
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July, 2010.



President of the Board of Directors

ATTEST:

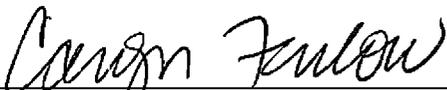


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 12, 2010, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of July, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of July 12, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Van Gorp Corporation, Pella, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023-3993

Employer: Van Gorp Corporation
1410 Washington Street
Pella, IA 50219

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

[Handwritten Signature]

Authorized Signature

Joe Pugh, Board President

Type Name and Title

Van Gorp Corporation

Business

[Handwritten Signature]

Authorized Signature

Joe Canfield, President

Type Name and Title

jcanfield@vangorp.biz

Email Address

2006 South Ankeny Blvd.

1410 Washington Street

Ankeny, IA 50023-3993

Address

Pella, IA 50219

Address

7/12/10

Date

6/7/10

Date

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Van Gorp Corporation
Project #2**

January 15, 2010

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

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

This training plan and budget were developed collaboratively by Van Gorp Personnel with assistance from a DMACC Training Consultant.

I. Job Skill Training

Cost	260F Cost
\$19,824	\$14,821

Training Type and Description

- **Public Speaking** - Developed capacities for speaking in public. Includes presentation planning, preparation, delivery, monitoring, evaluation and feedback.
- **Crystal Reports** - Developed capacities for designing, generating, interpreting and making decisions using reports from a wide range of data sources.
- **Accounts Receivable** - Developed capacities for planning and executing a collection strategies and tactics to systematically to decrease past due accounts receivable.
- **Team Leadership Skills** - Developed capacities to lead by effectively directly and indirectly defining job methods, preparing for training, delivering job instruction, and building/sustaining job relations.
- **Training Basics** - Developed capacities for training job instructions. Includes training planning, preparation, delivery, monitoring, evaluation and feedback.
- **Customer Service** - Developed capacities for planning and executing strategy and tactics to enhance the level of customer satisfaction.
- **Computer Skills** - Upgrading knowledge and skills utilizing the core packages from the Microsoft Office Suite.
- **Export Certificate Program** - Development of strategies for lean marketing in a global market, managing export finances, managing risk, conducting export operations/order fulfillment and export compliance.

- Professional and Job Skills – Developed capacities for expanded professional impact through enhancement of job specific technical knowledge and skills and general professional growth. The training may include, but not be limited to, conferences, seminars, workshops, credit courses and continuing education courses. Consulting may also be included. Training may be provided by DMACC or other training providers

II. Management/Supervisory

Cost	260F Cost
\$9,764	\$6,429

Training Type and Description

- Leadership Communication – Developed capacities for sustaining smooth work flow. These are actions taken before, during and after a shift to ensure production methods, materials, machines and manpower are utilized safely to manufacture product that satisfies quality and productivity expectations. To achieve this goal leadership is expected to fulfill their respective responsibilities through collaboration with superiors and subordinates.
- Problem Solving – Developed capacities for resolving production problems. These are actions taken before, during and after a shift to respond quickly to method, material, machine and manpower issues in a safe manner that restores production to acceptable quality and productivity levels and reduces the probability of similar issues occurring in the future. To achieve this goal leadership is expected to fulfill their respective responsibilities through collaboration with superiors and subordinates.
- Project Management – Developed capacities to manage improvement projects. These are actions taken to initiate, plan and execute improvement projects that give departments and the corporation a competitive advantage. To achieve this goal leadership is expected to fulfill their respective responsibilities through collaboration with superiors and subordinates.

DMACC Administrative Fee

Cost	260F Cost
\$3,750	\$3,750

Total Program Cost

\$33,338	\$25,000
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Training will begin in January 2010 with completion anticipated January 2012. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F/GIVF, DMACC, and this training plan will be made on an applied for basis.

6. TRAINING PLAN

I. Training start date. 1/22/10

II. Training end date. 1/22/12

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

10

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
I. Job Skill Training	\$19,824	9	VALUE OF WAGES & BENEFITS: 4147
II. Management/supervisory	\$9,764	1	VALUE OF FACILITIES:
			VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH: \$4,147
TOTAL TRAINING COST	\$29,588		

Total Training Cost		\$29,588
Admin. Costs	+	3,750
Total Project Cost equals		\$33,338
Company Cash Match *		8,338
IDED Award Amount equals (Maximum Award \$25,000)		\$25,000

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)