

Des Moines Area Community College

Open SPACE @ DMACC

Board of Directors Meeting Minutes

5-10-2010

Board of Directors Meeting Minutes (May 10, 2010)

DMACC

Follow this and additional works at: <https://openspace.dmaccc.edu/boardminutes>

Board of Directors
Des Moines Area Community College

Public Hearing
May 10, 2010 – 4:00 p.m.

DMACC Carroll Campus
906 N. Grant Road, Carroll, Iowa

Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Acknowledgment of public hearing.
5. Public comments.
6. Board Report 10-073. FFA Parking Lot Expansion 2010.
7. Adjourn.

The Des Moines Register

AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA
SS
COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that she/he is the
Accounting Specialist *Marcia J. Gentry*
of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

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

1-12 2010

Subscribed and sworn to before me by said affiant this 23 day of April 2010.

Susan Hazelton
Notary Public in and for Polk County, Iowa

SUSAN HAZELTON
Notarial Seal - Iowa
Commission # 223923
My Commission Expires 2-15-11

R967 NOTICE OF HEARING
TO WHOM IT MAY CONCERN:
A public hearing will be held on May 10th, 2010, at 4:00 p.m. by the Board of Directors of the Des Moines Area Community College, at the DMACC Carroll Campus, 902 North Grant Road, Carroll, Iowa, Room 142, in relation to the proposed specifications and form of contract for the construction of the following project:

DMACC FFA Parking Lot
Expansion 2010
at which time any interested persons may appear and file objections to the said proposed plans and specifications, form of contract and the cost of such improvements.
Said Board of Directors will then hear said objections and any evidence for or against the same, and forthwith enter of record its decision thereon.

Board of Directors
Des Moines Area Community College

PUBLIC HEARING
May 10, 2010

A special meeting of the Des Moines Area Community College Board of Directors was held at the Carroll Campus on May 10, 2010. Board Chair Joe Pugel called the meeting to order at 4:02 p.m.

ROLL CALL

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

Members connected via telenet: Fred Buie.

Members absent: Jeff Hall, Madelyn Tursi.

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

CONSIDERATION OF AGENDA

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

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

ACKNOWLEDGMENT OF PUBLIC HEARING

Board Secretary Carolyn Farlow reported that the notice of the time and place for the DMACC FFA Parking Lot Expansion 2010 was published in THE DES MOINES REGISTER on Monday, April 19. The Notice to Bidders was published in THE DES MOINES REGISTER on Monday, April 19 and again on Monday, April 26. No written objections have been received.

PUBLIC COMMENTS

None.

DMACC FFA PARKING LOT EXPANSION 2010

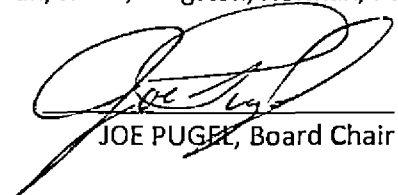
Board Report 10-073. Attachment #1. Knott moved; seconded by Halterman recommending that the Board adopt the Resolution approving plans and specifications, form of contract and estimated costs for the DMACC FFA Parking Lot Expansion 2010 and awarding the contract to Concrete Technologies, Inc.

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

ADJOURN

Langston moved to adjourn; seconded by Knott at 4:07 p.m. Motion passed unanimously. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse. Nay-none.


CAROLYN FARLOW, Board Secretary


JOE PUGEL, Board Chair

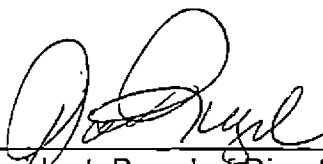
RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
ESTIMATED COSTS FOR THE DMACC FFA PARKING LOT EXPANSION 2010.

WHEREAS, on the 12th day of April, 2010 plans, specifications, form of contract and estimated costs were filed with the Secretary of the Board of Directors of the Des Moines Area Community College for the project; and

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


NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Des Moines Area Community College that said plans, specification, form of contract, and estimated costs are hereby approved and adopted as the plans, specifications, form of contract, and estimated costs for the DMACC FFA Parking Lot Expansion 2010.

PASSED AND APPROVED this 10th day of May, 2010.



President, Board of Directors

ATTEST:



Secretary of the Board of Directors

Attachment "A"

Board of Directors
Des Moines Area Community College

Regular Board Meeting
May 10, 2010 – Immediately following Public Hearing

Revised AGENDA

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Steve Schulz; Provost, Carroll Campus
6. Consent Items.
 - a. Consideration of minutes from April 12, 2010 Joint Meeting with Heartland AEA, Public Hearing and Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 10-074. Revision of Des Moines Area Community College Board Policy Series 5000.
8. Board Report 10-075. Consideration to renew membership dues to the Association of Community College Trustees (ACCT).
9. Board Report 10-076. 28E Agreement with the City of Ankeny to Administer an Energy Efficiency and Conservation Block Grant.
10. Board Report 10-077. A resolution extending the designation of the college's official depository bank and extending the designation of the financial institution that will process the college's credit card transactions for the five years beginning July 1, 2010 and ending June 30, 2015.
11. Board Report 10-078. A resolution approving the list of financial institutions to be depositories of Des Moines Area Community College funds.
12. Board Report 10-079. Climate Action Plan.

13. Board Report 10-080. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under Chapter 260F, Code of Iowa, for **Iowa Laborers Education and Training Trust Fund.**
14. Board Report 10-081. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Advance Machine and Tool Company Project #3.**
15. Board Report 10-082. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Conference Event Management, L.C.**
16. Board Report 10-083. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Cylient, LLC.**
17. Board Report 10-084. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **ITA Group, Inc. Project #3.**
18. Board Report 10-085. Receive and file President's recommendations for termination of specially funded teacher's contracts under Iowa Code Chapter 279.
19. Board Report 10-086. Consideration of termination of specially funded teacher's contracts under Iowa Code Chapter 279.
20. Board Report 10-087. Receive and file President's recommendation for termination of a teacher's contract under Iowa Code Chapter 279.
21. Board Report 10-088. Consideration of termination of teacher's contract under Iowa Code Chapter 279.
22. Board Report 10-089. Receive and file President's recommendation for termination of a teacher's contract under Iowa Code Chapter 279.
23. Board Report 10-090. Consideration of termination of teacher's contract under Iowa Code Chapter 279.
24. Board Report 10-091. Receive and file President's recommendation for termination of a teacher's contract under Iowa Code Chapter 279.
25. Board Report 10-092. Consideration of termination of teacher's contract under Iowa Code Chapter 279.
26. Board Report 10-093. *DMACC at Perry Career Academy Agreement.*

27. Presentation of financial report.
28. President's report.
29. Committee reports.
30. Board members' reports.
31. Information items:
 - May 10 – Carroll Commencement; Carroll Senior High School; 6:30 p.m.
 - May 31 – Memorial Day Holiday – All campuses closed.
 - June 14 – Board Meeting, Urban Campus; 4:00 p.m.
 - June 16-17 – Presidents' Retreat; Mason City (Hosted by NIACC)
 - July 28-30 – IACCT State Convention, Marshalltown (Hosted by Iowa Valley)
32. Closed Session – Collective Bargaining and Evaluation of the President.
33. Approve President's 2010-2012 Contract.
34. Adjourn.

Board of Directors
Des Moines Area Community College

REGULAR MEETING
May 10, 2010

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Carroll Campus on May 10, 2010. Board Chair Joe Pugel called the meeting to order at 4:08 p.m.

ROLL CALL

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

Members connected via telenet: Fred Buie, *Madelyn Tursi**.

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

CONSIDERATION OF
REVISED AGENDA

Board Chair Pugel stated that Item #33 on the revised agenda would be deferred until the June Board meeting. Rouse moved; seconded by Langston to approve the revised agenda.

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

PUBLIC COMMENTS

None.

PRESENTATIONS

Steve Schulz, Provost of Carroll Campus, welcomed the Board to Carroll and then introduced his faculty and staff. He provided an update on the status of the building trade home in Glidden and the partnership with Buena Vista University. Schulz then introduced Jack Thompson, who provided an overview of the wind energy program.

**Tursi joins meeting via telenet at 4:20 p.m.*

CONSENT ITEMS

Langston moved; seconded by Halterman to approve the consent items: a) Minutes from the April 12, 2010 Joint Meeting with Heartland AEA, Public Hearing and Regular Board Meeting; b) Human Resources report (Attachment #1); and c) Payables (Attachment #2).

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

REVISION OF DES MOINES
AREA COMMUNITY COLLEGE
BOARD POLICY SERIES 5000

Board Report 10-074. The Board discussed recommended changes to Series 5000 Board policies. Implementation of any changes is deferred until all series have been submitted and approved.

APPROVE MEMBERSHIP
DUES IN ACCT
July 1, 2010-June 30, 2011

Board Report 10-075. Knott moved; seconded by Rouse recommending that the Board approve a motion renewing membership to the Association of Community College Trustees (ACCT) and authorizing payment of annual dues in the amount of \$5,706.00.

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

**Hall arrives at 4:35 p.m.*

28E AGREEMENT WITH CITY
OF ANKENY

Board Report 10-076. Halterman moved; seconded by Langston recommending that the Board adopt a motion authorizing the College President to execute a 28E Agreement on behalf of the College as it relates to administrating the energy efficiency and renewable energy improvements grant with the City of Ankeny.

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

DESIGNATION OF COLLEGE'S
OFFICIAL DEPOSITORY BANK

Board Report 10-077. Rouse moved; seconded by Knott recommending that the Board adopt a resolution extending the designation of Bankers Trust of Des Moines as the Official College Depository for a five year period beginning July 1, 2010 and ending June 30, 2015.

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

Rouse moved; seconded by Norman recommending that the designation of Bankers Trust of Des Moines to process the College's credit card transactions be extended for a five year period beginning July 1, 2010 and ending June 30, 2015.

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

LIST OF FINANCIAL
INSTITUTIONS TO BE
DEPOSITORIES OF DMACC

Board Report 10-078. Rouse moved; seconded by Knott recommending that the Board adopt a resolution approving the list of financial institutions to be depositories of the College's funds and the maximum balance allowed for each respective bank.

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

CLIMATE ACTION PLAN

Board Report 10-079. Langston moved; seconded by Rouse recommending that the Climate Action Plan be approved and submitted to the American College & University President's Climate Commitment program.

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

APPROVE RETRAINING OR
TRAINING AGREEMENTS

Norman moved; seconded by Hall to approve Items #13-17 as one consent item.

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

*Iowa Laborers Education and
Training Trust Fund*

Board Report 10-080. Attachment #3. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Iowa Laborers Education and Training Trust Fund**.

*Advance Machine and Tool
Company Project #3*

Board Report 10-081. 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 **Advance Machine and Tool Company Project #3**.

*Conference Event
Management, L.C.*

Board Report 10-082. 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 **Conference Event Management, L.C.**

Cylient, LLC

Board Report 10-083. 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 **Cylient, LLC**.

ITA Group, Inc. Project #3

Board Report 10-084. 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 **ITA Group, Inc. Project #3**.

RECEIVE AND FILE
TERMINATION OF SPECIALLY
FUNDED TEACHER'S
CONTRACTS

Board Report 10-085. Knott moved; seconded by Norman to receive and file the President's recommendation for termination of six specially funded teacher's contracts under Iowa Code Chapter 279.

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

APPROVE TERMINATION OF
SPECIALLY FUNDED
TEACHER'S CONTRACTS

Board Report 10-086. Knott moved; seconded by Langston recommending that the Board of Directors terminate the teachers' contracts of Barbara Anderson, John Carroll, Jon McAlister, Janet Minde, Marilyn Perry and Gail Rinderknecht, effective June 30, 2010.

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

RECEIVE AND FILE
TERMINATION OF
TEACHER'S CONTRACTS
UNDER IOWA CODE

Board Report 10-087. Langston moved; seconded by Hall to receive and file the President's recommendation for termination of three faculty members' contracts under Iowa Code Chapter 279.

CHAPTER 279

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

APPROVE TERMINATION OF
TEACHER'S CONTRACTS
UNDER IOWA CODE
CHAPTER 279

Board Report 10-088. Langston moved; seconded by Rouse recommending that the Board of Directors terminate the teacher's contracts of Gregory Chlebicki, Bradley Luhrs and Darrin Miller, effective May 7, 2010.

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

RECEIVE AND FILE
TERMINATION OF
TEACHER'S CONTRACTS
UNDER IOWA CODE
CHAPTER 279

Board Report 10-089. Rouse moved; seconded by Hall to receive and file the President's recommendation for termination of one faculty member's contract under Iowa Code Chapter 279.

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

APPROVE TERMINATION OF
TEACHER'S CONTRACTS
UNDER IOWA CODE
CHAPTER 279

Board Report 10-090. Rouse moved; seconded by Knott recommending that the Board of Directors terminate the teacher's contract of Lynn Slykhuis, effective June 30, 2010.

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

RECEIVE AND FILE
TERMINATION OF
TEACHER'S CONTRACTS
UNDER IOWA CODE
CHAPTER 279

Board Report 10-091. Knott moved; seconded by Rouse to receive and file the President's recommendation for termination of one faculty member's contract under Iowa Code Chapter 279.

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

APPROVE TERMINATION OF
TEACHER'S CONTRACTS
UNDER IOWA CODE
CHAPTER 279

Board Report 10-092. Halterman moved; seconded by Langston recommending that the Board of Directors terminate the teacher's contracts of Brett Gimer, effective May 7, 2010.

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

DMACC AT PERRY CAREER
ACADEMY AGREEMENT

Board Report 10-093. Langston moved; seconded by Norman recommending that that board approve the DMACC at Perry Career Academy agreement.

Motion passed on a roll call vote. Aye-Buie, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-Hall.

FINANCIAL REPORT

Doug Williams, Vice President, Business Services presented the April 2010 financial report as shown in Attachment #8 to these minutes.

COMMITTEE REPORTS

None.

CLOSED SESSION

Norman moved; seconded by Knott to hold a closed session to conduct a strategy meeting of a public employer concerning employees covered by a collective bargaining agreement as provided in Section 20.17(3) of the Iowa Code and 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-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.

**Tursi departs.*

RETURN TO OPEN SESSION

The Board returned to open session at 5:49 pm. A tape recording of the closed session has been placed in the lock box at Community State Bank.

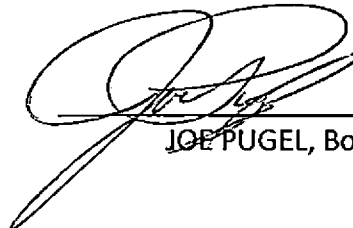
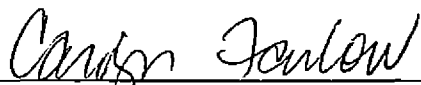
APPROVE PRESIDENT'S
2010-2012 CONTRACT

This item was deferred until the June Board meeting.

ADJOURN

Hall moved to adjourn; seconded by Norman.

Motion passed unanimously and at 5:51 p.m. Board Chair Pugel adjourned the meeting. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse. Nay-none.


JOE PUGEL, Board Chair
CAROLYN FARLOW, Board Secretary

AGENDA ITEM Human Resources Report

BACKGROUND

I. **Early Retirement**

- A. **Plum, Doug**
Professor, Manufacturing Technology
Newton Campus
Effective: August 6, 2010

RECOMMENDATION

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

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	510356	\$5,589.00	\$3,174.55	6190	Utilities	Utilities
			\$2,414.45	6190	Utilities	Utilities
Ati	510363	\$7,150.00	\$7,150.00	6269	NLN Testing	Other Services
Baker and Taylor Books	510365	\$4,771.49	\$3,108.05	6310	Equip Replacement Li	Library Books
			\$198.63	6310	Equip Replacement Li	Library Books
			\$1,464.81	6310	Equip Replacement Li	Library Books
BKForensics LLC	510369	\$2,670.50	\$2,670.50	6323	Electronic Crime Ins	Minor Equipment
Budget Inn & Suites	510375	\$2,862.35	\$1,321.55	6321	Continuing Ed, 2 Day	Food
			\$1,540.80	6269	Continuing Ed, 2 Day	Other Services
City of Boone	510382	\$5,640.40	\$181.35	6190	Utilities	Utilities
			\$857.68	6190	Utilities	Utilities
			\$732.02	6190	Utilities	Utilities
			\$3,869.35	6190	Boone Campus Housing	Utilities
CompUSA	510386	\$2,814.13	\$2,814.13	6323	Electronic Crime Ins	Minor Equipment
Employee & Family Resourc	510413	\$3,330.00	\$3,330.00	6269	Office of Dean, Scie	Other Services
FHEG Ankeny Bookstore #10	510419	\$13,696.38	\$2.79	6322	ESL	Materials & Supplies
			\$27.40	6322	Student Services	Materials & Supplies
			\$23.00	6322	High School Completi	Materials & Supplies
			\$4.30	6322	Volleyball	Materials & Supplies
			\$68.50	6322	Womens' Basketball B	Materials & Supplies
			\$2.39	6322	Student Activities	Materials & Supplies
			\$11.12	6322	Student Activities	Materials & Supplies
			\$251.50	6322	Social/Behavioral Sc	Materials & Supplies
			\$1.19	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$1,617.50	6322	Program Development	Materials & Supplies
			\$153.78	6322	Pharmacy Tech	Materials & Supplies
			\$12.51	6322	Mechanical Maintenanc	Materials & Supplies

#2

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	510419	\$13,696.38	\$3.43	6322	Men's Basketball	Materials & Supplies
			\$2.95	6322	Mathematics & Scienc	Materials & Supplies
			\$27.50	6322	Mathematics & Scienc	Materials & Supplies
			\$1,136.40	4027	Budgeted Revenue	Tuition Refund
			\$80.75	2019	Follett Bookstore	Accounts Payable Acc
			\$382.06	2019	Follett Bookstore	Accounts Payable Acc
			\$1,300.01	2019	Follett Bookstore	Accounts Payable Acc
			\$455.88	2019	Follett Bookstore	Accounts Payable Acc
			\$406.04	2019	Follett Bookstore	Accounts Payable Acc
			\$378.22	2019	Follett Bookstore	Accounts Payable Acc
			\$10.00	2019	Follett Bookstore	Accounts Payable Acc
			\$33.31	2019	Follett Bookstore	Accounts Payable Acc
			\$6,310.04	2019	Follett Bookstore	Accounts Payable Acc
			\$69.09	6322	Corrections-Newton W	Materials & Supplies
			\$14.30	6322	DOT Civil Engr Tech	Materials & Supplies
			\$6.95	6322	Associates Degree Nu	Materials & Supplies
			\$128.75	6322	Boone Campus Scholar	Materials & Supplies
			\$1.82	6322	Business Office	Materials & Supplies
			\$65.50	6322	Child Care	Materials & Supplies
			\$5.56	6322	Communications	Materials & Supplies
			\$168.50	6322	Computer Science	Materials & Supplies
			\$2.00	6322	Office of Exec Dean,	Materials & Supplies
			\$135.75	6322	Dean, Business & Inf	Materials & Supplies
			\$50.00	6322	Office of Exec Dean,	Materials & Supplies
			\$59.25	6322	Office of Dean, Indu	Materials & Supplies
			\$789.49	6322	Office of Dean, Scie	Materials & Supplies
			\$0.79	6322	Office of Exec Dean,	Materials & Supplies
			\$21.33	6322	Office of Exec Dean,	Materials & Supplies
			\$5.26	6322	Developmental Educat	Materials & Supplies
			\$23.66	6322	Exercise Science	Materials & Supplies
			\$146.85	6322	Continuing Ed, Healt	Materials & Supplies
			\$14.00	6322	Humanities	Materials & Supplies
			\$62.96	6322	Human Services	Materials & Supplies
			\$62.00	6322	Library	Materials & Supplies
Hewlett Packard	510433	\$7,482.26	\$2,626.44	6060	Technical Update Equ	Maintenance/Repair o

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	510433	\$7,482.26	\$3,897.82	6060	Information Systems	Maintenance/Repair o
			\$540.00	6325	Equipment Replacemen	Computer Equipment
			\$418.00	6322	Equip Replacement Sc	Materials & Supplies
Higher One	510434	\$7,450.50	\$7,450.50	6269	Student ID Card Offi	Other Services
Ikon Office Solutions	510435	\$3,687.54	\$812.05	6060	Duplicating Services	Maintenance/Repair o
			\$2,875.49	6060	Duplicating Services	Maintenance/Repair o
Internet Solver Inc	510438	\$3,500.00	\$3,500.00	6150	Campus Communication	Communications
KCWI Television	510452	\$6,700.00	\$6,700.00	6019	Office of Dir, Marke	Other Professional S
Marriott Management Servi	510472	\$8,383.52	\$8,383.52	6269	Annual PTK Banquet	Other Services
National Recoveries Inc	510492	\$5,425.20	\$5,425.20	6780	Office of Controller	Collection Agency Ex
Nick Miller Construction	510496	\$10,950.00	\$10,950.00	6220	Transportation	Rental of Equipment
Oracle Corporation	510500	\$7,978.06	\$7,978.06	6324	Information Systems	Computer Software
Parkway Concepts Inc	510502	\$7,943.41	\$7,943.41	6269	Grants and Contracts	Other Services
Perkins, Brad	510505	\$4,000.00	\$4,000.00	6019	Iowa Energy Ctr Ener	Other Professional S
Purcell Printing and Grap	510514	\$3,006.34	\$155.85	6322	Office of the Dir, P	Materials & Supplies
			\$1,744.81	6120	NSF-STEM Learning Co	Printing/Reproductio
			\$161.68	6322	Student Services	Materials & Supplies
			\$86.86	6322	Practical Nursing	Materials & Supplies
			\$336.00	6120	Office of the Presid	Printing/Reproductio
			\$86.86	6322	Office of Dir, Stude	Materials & Supplies
			\$86.85	6322	Office of Exec Dean,	Materials & Supplies
			\$86.85	6322	Enrollment Managemen	Materials & Supplies
			\$173.72	6322	Veterinary Technician	Materials & Supplies
			\$86.86	6322	Program Development	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purchase Power	510515	\$3,000.00	\$3,000.00	6230	Physical Plant Opera	Postage and Expediti
Top Tech Inc	510542	\$4,060.00	\$4,060.00	6324	Electronic Crime Ins	Computer Software
Vital Support Systems	510549	\$3,218.00	\$3,218.00	6150	Campus Communication	Communications
ACT	510564	\$4,728.00	\$537.50	6019	DSM-CRC	Other Professional S
			\$4,145.50	6019	DSM-CRC	Other Professional S
			\$45.00	6019	DSM-CRC	Other Professional S
DMACC Student Accounts	510579	\$9,559.85	\$1,083.00	6266	ARRA-Dislocated Work	Stipends
			\$1,339.60	6266	ARRA-Dislocated Work	Stipends
			\$1,446.80	6266	ARRA-Dislocated Work	Stipends
			\$1,189.32	6266	WIA-Dislocated Worke	Stipends
			\$1,876.50	6266	ARRA-Adult Program	Stipends
			\$1,083.00	6266	ARRA-Dislocated Work	Stipends
			\$1,541.63	6266	ARRA-Dislocated Work	Stipends
Iowa Workforce Developmen	510586	\$13,495.35	\$13,495.35	6210	IES-Des Moines	Rental of Buildings
Iowa Workforce Developmen	510590	\$9,556.17	\$225.05	6150	DSM-DVOP	Communications
			\$10.39	6322	Ames-General Fund	Materials & Supplies
			\$6.84	6230	Newton-TAA	Postage and Expediti
			\$6.41	6230	Newton-PJ Basic	Postage and Expediti
			\$44.05	6230	Newton-General Fund	Postage and Expediti
			\$210.58	6150	Workforce Services	Communications
			\$8,583.33	6030	IWD-IES	Custodial Services
			\$18.26	6150	DSM-NIC	Communications
			\$48.25	6150	IWD-Des Moines Offic	Communications
			\$25.59	6230	DSM-PJ Basic	Postage and Expediti
			\$8.46	6322	IWD-Des Moines Offic	Materials & Supplies
			\$2.50	6230	Pella-General Fund	Postage and Expediti
			\$366.46	6322	IWD-IES	Materials & Supplies
Office Max Inc	510607	\$5,295.48	\$7.85	6322	IWD-IES	Materials & Supplies

Report: FWRR040
Date: 04/22/2010
Time: 09:52 AM

Des Moines Area Community College
List of checks over \$2,500.00 from 23-MAR-2010 to 21-APR-2010

Page: 5

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	510607	\$5,295.48	\$5.26	6322	DSM-LVER	Materials & Supplies
			\$342.56	6322	DSM-UI	Materials & Supplies
			\$1,148.77	6322	DSM-UI	Materials & Supplies
			\$17.93	6322	DSM-Offender	Materials & Supplies
			\$135.09	6322	DSM-Offender	Materials & Supplies
			\$15.52	6322	DSM-LVER	Materials & Supplies
			\$55.54	6322	Des Moines Re-employ	Materials & Supplies
			\$186.75	6322	Des Moines Re-employ	Materials & Supplies
			\$103.00	6322	Pella-General Fund	Materials & Supplies
			\$337.08	6322	Project Employment-C	Materials & Supplies
			\$64.92	6322	WIA-Dislocated Worke	Materials & Supplies
			\$12.22	6322	Ames-PJ Basic	Materials & Supplies
			\$68.43	6322	Ames-General Fund	Materials & Supplies
			\$21.31	6322	Ames-PJ Basic	Materials & Supplies
			\$119.35	6322	Ames-General Fund	Materials & Supplies
			\$17.18	6322	Ames-PJ Basic	Materials & Supplies
			\$96.20	6322	Ames-General Fund	Materials & Supplies
			\$22.23	6322	Newton-TAA	Materials & Supplies
			\$44.46	6322	Newton-PJ Basic	Materials & Supplies
			\$289.01	6322	Newton-General Fund	Materials & Supplies
			\$15.51	6322	DSM-Wag-Pey	Materials & Supplies
			\$193.60	6322	IWD-IES	Materials & Supplies
			\$129.28	6322	IWD-IES	Materials & Supplies
			\$10.59	6322	IWD-IES	Materials & Supplies
			\$65.94	6322	IWD-IES	Materials & Supplies
			\$42.22	6322	Promise Jobs-Trainin	Materials & Supplies
			\$39.96	6322	IWD-IES	Materials & Supplies
			\$4.48	6322	IWD-IES	Materials & Supplies
			\$30.97	6322	DSM-PJ Basic	Materials & Supplies
			\$8.52	6322	WIA-Computer Literac	Materials & Supplies
			\$574.94	6322	IWD-IES	Materials & Supplies
			\$257.84	6322	IWD-IES	Materials & Supplies
			\$21.10	6322	IWD-IES	Materials & Supplies
			\$357.81	6322	IWD-IES	Materials & Supplies
			\$5.25	6322	DSM-Wag-Pey	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	510607	\$5,295.48	\$46.29	6322	IWD-IES	Materials & Supplies
			\$317.10	6322	IWD-IES	Materials & Supplies
			\$63.42	6322	Promise Jobs-Trainin	Materials & Supplies
USA Staffing	510621	\$2,852.80	\$2,567.52	6019	DSM-UI	Other Professional S
			\$285.28	6019	DSM-Wag-Pey	Other Professional S
AccessData	510630	\$2,500.00	\$2,500.00	6323	Electronic Crime Ins	Minor Equipment
Acme Printing Co Inc	510631	\$5,837.03	\$1,420.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$660.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$1,045.00	6120	Annual PTK Banquet	Printing/Reproductio
			\$2,522.03	6120	Office of Exec Dean,	Printing/Reproductio
			\$190.00	6120	Office of Exec Dean,	Printing/Reproductio
All Makes Office Interior	510633	\$4,985.75	\$120.28	6323	FFA-Furniture	Minor Equipment
			\$4,504.50	6322	FFA-Furniture	Materials & Supplies
			\$231.00	6323	FFA-Furniture	Minor Equipment
			\$129.97	6322	FFA-Furniture	Materials & Supplies
Alliant Energy	510634	\$29,206.38	\$2,018.96	6190	Utilities	Utilities
			\$15.49	6190	Utilities	Utilities
			\$9,136.64	6190	Physical Plant Newto	Utilities
			\$1,676.12	6190	Physical Plant Newto	Utilities
			\$6,524.00	6190	Boone Campus Housing	Utilities
			\$398.97	6190	Building Rental for	Utilities
			\$45.49	6190	Physical Plant Newto	Utilities
			\$9,390.71	6190	Utilities	Utilities
Ball Seed Co	510647	\$4,399.76	\$224.28	6511	Commercial Hort	Purchases for Resale
			\$1,572.89	6511	Commercial Hort	Purchases for Resale
			\$1,120.69	6511	Commercial Hort	Purchases for Resale
			\$1,477.87	6511	Commercial Hort	Purchases for Resale
			\$4.03	6511	Commercial Hort	Purchases for Resale
Berg Audio & Video	510649	\$2,995.00	\$2,995.00	6323	Equipment Replacemen	Minor Equipment

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Black Hills Energy	510652	\$2,935.50	\$2,823.91	6190	Physical Plant Newto	Utilities
			\$111.59	6190	Physical Plant Newto	Utilities
Blackboard Inc	510653	\$21,020.00	\$21,020.00	6265	Technical Update Equ	Software Service Agr
Blood Center of Central I	510654	\$5,476.40	\$3,726.40	6269	Blood Center of IA #	Other Services
			\$1,750.00	6269	Blood Center of IA #	Other Services
Buccaneer Computer System	510657	\$28,117.40	\$25,125.00	6269	Buccaneer Comp #2-Jo	Other Services
			\$2,992.40	6269	Buccaneer Comp #2-Jo	Other Services
Budget Inn & Suites	510658	\$2,688.31	\$1,243.81	6321	Continuing Ed, 2 Day	Food
			\$1,444.50	6269	Continuing Ed, 2 Day	Other Services
CDW Government Inc	510664	\$7,082.73	\$768.63	6323	Electronic Crime Ins	Minor Equipment
			\$1,617.09	6323	Electronic Crime Ins	Minor Equipment
			\$433.51	6322	Technical Update Equ	Materials & Supplies
			\$1,524.94	6323	Equipment Replacemen	Minor Equipment
			\$213.18	6323	Electronic Crime Ins	Minor Equipment
			\$2,525.38	6323	Electronic Crime Ins	Minor Equipment
Constellation NewEnergy G	510673	\$53,587.36	\$53,587.36	6190	Utilities	Utilities
Daily Freeman Journal	510679	\$3,528.45	\$3,528.45	6120	Office of Dir, Marke	Printing/Reproductio
Dallas County Treasurer	510680	\$20,017.25	\$20,017.25	6210	Dallas County Farm O	Rental of Buildings
Des Moines Water Works	510687	\$2,971.54	\$659.57	6190	Utilities	Utilities
			\$5.19	6190	Utilities	Utilities
			\$246.01	6190	Utilities	Utilities
			\$373.11	6190	Utilities	Utilities
			\$229.61	6190	Physical Plant Opera	Utilities
			\$42.79	6190	Utilities	Utilities
			\$1,415.26	6190	Utilities	Utilities
Electronix Express	510699	\$3,145.80	\$97.90	6322	High Tech Robotics	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Electronix Express	510699	\$3,145.80	\$3,047.90	6322	Electronic Crime Ins	Materials & Supplies
EmbarkIT Inc	510702	\$5,967.76	\$4,957.76	6323	Electronic Crime Ins	Minor Equipment
			\$1,010.00	6323	Electronic Crime Ins	Minor Equipment
Farner Bocken Co	510706	\$3,510.88	\$3,386.77	6511	Cafeteria	Purchases for Resale
			-\$79.44	6511	Cafeteria	Purchases for Resale
			\$203.55	6511	Cafeteria	Purchases for Resale
First Choice Distribution	510708	\$6,012.43	\$5,284.03	6410	Custodial	Janitorial Materials
			\$480.00	6410	Office of Dean, Heal	Janitorial Materials
			\$248.40	6410	Physical Plant Wareh	Janitorial Materials
Goodwin Tucker Group Inc.	510715	\$2,522.99	\$1,372.32	6060	Other Projects	Maintenance/Repair o
			\$651.50	6060	Other Projects	Maintenance/Repair o
			\$499.17	6060	Other Projects	Maintenance/Repair o
Hewlett Packard	510727	\$32,317.96	\$1,050.00	6325	Equipment Replacemen	Computer Equipment
			\$848.96	6325	Technical Update Equ	Computer Equipment
			\$1,532.00	6323	Equipment Replacemen	Minor Equipment
			-\$1,400.00	6322	Technical Update Equ	Materials & Supplies
			\$1,400.00	6322	Technical Update Equ	Materials & Supplies
			\$29,305.00	6323	Technical Update Equ	Minor Equipment
			-\$418.00	6322	Equip Replacement Sc	Materials & Supplies
Informa Software	510735	\$4,500.00	\$4,500.00	6265	Office of VP, Info S	Software Service Agr
Iowa Independent Auto Dea	510741	\$3,960.00	\$990.00	6322	Workforce Developmen	Materials & Supplies
			\$2,970.00	6322	Workforce Developmen	Materials & Supplies
Iowa Machine Shed	510743	\$2,568.49	\$2,568.49	6269	Vending-West Campus	Other Services
J Laurenzo Specialty Prod	510747	\$8,670.00	\$8,670.00	6090	Buildings Equipment	Maintenance/Repair o
Leachman Lumber Company	510761	\$6,326.63	\$1,498.64	6322	Jasper County Career	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Leachman Lumber Company	510761	\$6,326.63	\$1,328.75	6322	Jasper County Career	Materials & Supplies
			\$1,850.14	6322	Jasper County Career	Materials & Supplies
			\$1,509.47	6322	Jasper County Career	Materials & Supplies
			\$64.80	6322	Jasper County Career	Materials & Supplies
			\$64.80	6322	Jasper County Career	Materials & Supplies
			\$154.75	6511	611 NW Jackson Drive	Purchases for Resale
			-\$144.72	6511	611 NW Jackson Drive	Purchases for Resale
Mardock Drafting Services	510772	\$3,195.00	\$3,195.00	6015	Equipment Replacemen	Consultant's Fees
Martin Brothers Distribut	510773	\$6,488.97	\$1,865.85	6511	Cafeteria	Purchases for Resale
			\$2,249.18	6511	Cafeteria	Purchases for Resale
			\$868.43	6511	Cafeteria	Purchases for Resale
			\$1,525.23	6511	Cafeteria	Purchases for Resale
			-\$19.72	6511	Cafeteria	Purchases for Resale
Megatech Corp	510777	\$33,350.00	\$16,675.00	6323	Equip Replacement In	Minor Equipment
			\$16,675.00	6323	Story County Academy	Minor Equipment
Mid Iowa Construction	510779	\$6,836.46	\$5,998.54	6090	Buildings Equipment	Maintenance/Repair o
			\$837.92	6090	Buildings Equipment	Maintenance/Repair o
MidAmerican Energy Co	510781	\$62,412.95	\$837.48	6190	Physical Plant Opera	Utilities
			\$2,564.38	6190	Physical Plant Opera	Utilities
			\$58,339.73	6190	Utilities	Utilities
			\$215.89	6190	Building Rental for	Utilities
			\$455.47	6190	Headstart-Urban Camp	Utilities
Midwest Coaches Inc	510782	\$13,158.00	\$1,100.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$605.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$880.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$495.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$440.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$3,523.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$600.00	6420	Office of Exec Dean,	Vehicle Materials an

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Coaches Inc	510782	\$13,158.00	\$1,347.50	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
			\$600.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$2,000.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$687.50	6420	Office of Exec Dean,	Vehicle Materials an
Pitney Bowes Inc	510805	\$3,008.93	\$300.00	6220	Physical Plant Opera	Rental of Equipment
			\$841.68	6220	Mail Service	Rental of Equipment
			\$1,867.25	6220	Mail Service	Rental of Equipment
ProbioFerm LLC	510809	\$12,688.86	\$12,688.86	6269	ProbioFerm, LLC-Job	Other Services
Purcell Printing and Grap	510810	\$3,005.38	\$325.50	6322	Kern Foundation-PLTW	Materials & Supplies
			\$99.00	6322	Student Support Serv	Materials & Supplies
			\$345.87	6120	Optometric/Ophthalmi	Printing/Reproductio
			\$218.93	6322	Office of Dir, Marke	Materials & Supplies
			\$60.88	6322	Office of Exec Dean,	Materials & Supplies
			\$178.71	6120	Kern Foundation-PLTW	Printing/Reproductio
			\$246.86	6120	Kern Foundation-PLTW	Printing/Reproductio
			\$893.51	6120	Dean, Business & Inf	Printing/Reproductio
			\$90.88	6322	Office of Exec Dean,	Materials & Supplies
			\$90.88	6322	Office of Dean, Heal	Materials & Supplies
			\$90.88	6322	Office of Dean, Heal	Materials & Supplies
			\$90.88	6322	Office of Dir, Marke	Materials & Supplies
			\$181.72	6322	Office of Dir, Marke	Materials & Supplies
			\$90.88	6322	Student Services	Materials & Supplies
Rapids Foodservice Contra	510823	\$3,600.00	\$3,600.00	6323	Newton Polytechnic E	Minor Equipment
Reserve Account	510827	\$50,000.00	\$50,000.00	6230	Mail Service	Postage and Expediti
Runner Technologies Inc	510831	\$8,900.00	\$8,900.00	6324	Technical Update Equ	Computer Software
Securitas Security Servic	510836	\$17,657.59	\$10,405.59	6261	Office of the Dir, P	Contracted Security

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	510836	\$17,657.59	\$7,252.00	6261	Physical Plant Opera	Contracted Security
US Cellular	510863	\$4,144.68	\$36.88	6150	Office of Sr VP, Bus	Communications
			\$169.55	6150	Office of VP, Commnt	Communications
			\$41.83	6150	Wellness	Communications
			\$682.59	6150	WLAN Support	Communications
			\$154.76	6150	Youth at Risk - Anke	Communications
			\$5.59	6150	WIA-Adult	Communications
			\$10.25	6150	WIA-Dislocated Worke	Communications
			\$1.86	6150	ARRA-Adult Program	Communications
			\$10.25	6150	ARRA-Dislocated Work	Communications
			\$18.64	6150	NEG-Whirlpool	Communications
			\$28.22	6150	Building Trades Hous	Communications
			\$13.94	6150	Boone Campus Housing	Communications
			\$60.96	6150	Office of Exec Dir,	Communications
			\$106.06	6150	Office of Coord, Cir	Communications
			\$8.38	6150	Campus Communication	Communications
			\$10.18	6150	Campus Communication	Communications
			\$51.64	6150	Custodial	Communications
			\$8.63	6150	Data Processing	Communications
			\$64.01	6150	Office of Exec Dean,	Communications
			\$20.39	6150	Office of Dean, Scie	Communications
			\$8.56	6150	Office of Exec Dean,	Communications
			\$63.02	6150	Dental Assistant	Communications
			\$7.88	6150	Distance Learning	Communications
			\$149.59	6150	Economic Development	Communications
			\$220.19	6150	Enrollment Managemen	Communications
			\$74.06	6150	Evening & Weekend	Communications
			\$8.87	6150	Health Services	Communications
			\$39.28	6150	Hub Entertainment	Communications
			\$68.12	6150	Office of Exec Dir,	Communications
			\$14.37	6150	Info Tech/Network Ad	Communications
			\$10.37	6150	Judicial Office	Communications
			\$43.04	6150	Motorcycle and Moped	Communications
			\$134.52	6150	Office of the Dir, P	Communications

Report: FWRK10
Date: 04/22/2010
Time: 09:52 AM

Des Moines Area Community College
List of checks over \$2,500.00 from 23-MAR-2010 to 21-APR-2010

Page: 12

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	510863	\$4,144.68	\$32.67	6150	Physical Plant Opera	Communications
			\$10.68	6150	Plant Operations, St	Communications
			\$15.76	6150	Physical Plant Opera	Communications
			\$40.86	6150	Physical Plant Opera	Communications
			\$304.01	6150	Program Development	Communications
			\$80.77	6150	Respiratory Therapy	Communications
			\$59.08	6150	Transportation Insti	Communications
			\$129.48	6150	United Way Cntrl IA/	Communications
			\$74.06	6150	Office of Exec Dean,	Communications
			\$53.28	6150	Mechanical Mainten	Communications
			\$157.93	6150	Office of the Dir, P	Communications
			\$251.88	6150	Grounds	Communications
			\$142.86	6150	Mechanical Mainten	Communications
			\$96.64	6150	Safety Committee	Communications
			\$51.06	6150	Transportation	Communications
			\$127.51	6150	Office of the Dir, P	Communications
			\$15.46	6150	IPT Regional Telecom	Communications
			\$84.48	6150	Land Survey ACE Prog	Communications
			\$69.73	6150	Associates Degree Nu	Communications
Verizon Wireless	510867	\$2,509.55	\$60.89	6150	Upward Bound FY2010	Communications
			\$56.50	6150	Associate Dean, Urba	Communications
			\$53.19	6150	Academic Development	Communications
			\$53.19	6150	Office of Controller	Communications
			\$53.19	6150	Office of Dean, Heal	Communications
			\$56.01	6150	Office of Exec Dean,	Communications
			\$93.59	6150	Office of Dean, Scie	Communications
			\$53.19	6150	Office of Exec Dean,	Communications
			\$714.31	6150	Economic Development	Communications
			\$114.12	6150	Office of Exec Dir,	Communications
			\$66.31	6150	Office of Dir, Marke	Communications
			\$53.19	6150	Office of the Dir, P	Communications
			\$30.21	6150	Quality Assurance Tr	Communications
			\$62.39	6150	Office of Sr VP, Aca	Communications
			\$45.01	6150	Office of Sr VP, Bus	Communications

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	510867	\$2,509.55	\$53.44	6150	Office of VP, Info S	Communications
			\$53.19	6150	Web Based Instructio	Communications
			\$118.63	6150	Youth at Risk - Anke	Communications
			\$572.62	6150	WLAN Support	Communications
			\$146.38	6150	Special Needs	Communications
DMACC HEA	510885	\$6,117.74	\$6,117.74	2272	Payroll Office	DMACC/HEA Dues Payab
DMACC Student Accounts	510913	\$34,189.28	\$1,318.75	6266	ARRA-Adult Program	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$1,000.00	6266	WIA-Dislocated Worke	Stipends
			\$1,000.00	6266	WIA-Dislocated Worke	Stipends
			\$760.00	6266	WIA-Dislocated Worke	Stipends
			\$1,035.00	6266	WIA-Dislocated Worke	Stipends
			\$1,380.00	6266	WIA-Dislocated Worke	Stipends
			\$1,280.68	6266	WIA-Dislocated Worke	Stipends
			\$2,235.00	6266	WIA-Dislocated Worke	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$986.42	6266	WIA-Dislocated Worke	Stipends
			\$830.83	6266	ARRA-Dislocated Work	Stipends
			\$1,165.00	6266	ARRA-Dislocated Work	Stipends
			\$1,250.00	6266	ARRA-Dislocated Work	Stipends
			\$468.60	6266	ARRA-Dislocated Work	Stipends
			\$1,165.00	6266	ARRA-Dislocated Work	Stipends
			\$1,700.89	6266	ARRA-Dislocated Work	Stipends
			\$1,495.00	6266	ARRA-Dislocated Work	Stipends
			\$1,495.00	6266	ARRA-Dislocated Work	Stipends
			\$790.00	6266	ARRA-Dislocated Work	Stipends
			\$1,000.00	6266	ARRA-Dislocated Work	Stipends
			\$1,060.00	6266	ARRA-Dislocated Work	Stipends
			\$792.36	6266	ARRA-Dislocated Work	Stipends
			\$1,625.00	6266	WIA-Dislocated Worke	Stipends

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Student Accounts	510913	\$34,189.28	\$855.75	6266	WIA-Dislocated Worke	Stipends
Ati	510951	\$28,925.00	\$28,925.00	6265	NLN Testing	Software Service Agr
Ball Seed Co	510954	\$4,892.32	\$452.51	6511	Commercial Hort	Purchases for Resale
			\$34.16	6511	Commercial Hort	Purchases for Resale
			\$61.82	6511	Commercial Hort	Purchases for Resale
			\$13.10	6511	Commercial Hort	Purchases for Resale
			\$13.27	6511	Commercial Hort	Purchases for Resale
			\$3,013.18	6511	Commercial Hort	Purchases for Resale
			\$313.88	6511	Commercial Hort	Purchases for Resale
			\$454.60	6511	Commercial Hort	Purchases for Resale
			\$99.95	6511	Commercial Hort	Purchases for Resale
			\$435.85	6511	Commercial Hort	Purchases for Resale
Budget Inn & Suites	510963	\$2,997.52	\$1,360.42	6321	Continuing Ed, 2 Day	Food
			\$1,637.10	6269	Continuing Ed, 2 Day	Other Services
City of Ankeny	510971	\$20,841.38	\$16,143.38	6190	Utilities	Utilities
			\$3,033.76	6190	Utilities	Utilities
			\$225.68	6190	Utilities	Utilities
			\$247.81	6190	Utilities	Utilities
			\$316.29	6190	Physical Plant Opera	Utilities
			\$31.59	6190	Utilities	Utilities
			\$357.64	6190	Utilities	Utilities
			\$74.14	6190	Utilities	Utilities
			\$38.70	6190	Utilities	Utilities
			\$60.08	6190	Utilities	Utilities
			\$74.14	6190	Utilities	Utilities
			\$60.08	6190	Utilities	Utilities
			\$67.11	6190	Utilities	Utilities
			\$38.99	6190	Utilities	Utilities
			\$18.94	6190	Utilities	Utilities
			\$53.05	6190	Utilities	Utilities
Critchett Piano & Organ C	510974	\$7,190.00	\$7,190.00	6323	Equip Replacement Sc	Minor Equipment

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Critchett Piano & Organ C	510975	\$20,990.00	\$13,600.00	7100	Office of Dean, Scie	Furniture, Machinery
			\$7,390.00	6323	Equip Replacement Sc	Minor Equipment
Davis Brown Koehn Shors a	510981	\$22,056.66	\$4,757.00	6013	Office of Sr VP, Bus	Legal Fees
			\$678.50	6013	Economic Development	Legal Fees
			\$3,510.50	6013	Office of Sr VP, Bus	Legal Fees
			\$10,175.66	6013	Economic Development	Legal Fees
			\$2,935.00	6013	Office of Sr VP, Bus	Legal Fees
Des Moines Register	510984	\$11,536.74	\$360.00	6110	Office of Dir, Marke	Information Services
			\$720.00	6110	Office of Exec Dean,	Information Services
			\$6,455.94	6930	Office of Dir, Marke	Other Current Expens
			\$4,000.80	6110	Office of Dir, Marke	Information Services
Education to Go	510993	\$5,601.50	-\$60.00	6269	Continuing Ed, On Li	Other Services
			-\$302.25	6269	Continuing Ed, On Li	Other Services
			\$168.75	6269	Continuing Ed, On Li	Other Services
			\$5,795.00	6269	Continuing Ed, On Li	Other Services
Excel Business Supplies	510996	\$10,811.16	\$17.14	6322	Corrections-Mitchell	Materials & Supplies
			\$236.04	6322	Corrections-Newton	Materials & Supplies
			\$754.23	6322	Electronic Crime Ins	Materials & Supplies
			\$182.42	6322	NSF-STEM Learning Co	Materials & Supplies
			\$632.14	6322	YouthBuild Project	Materials & Supplies
			\$282.90	6322	Adult Basic Educatio	Materials & Supplies
			\$39.23	6322	Call Center	Materials & Supplies
			\$70.35	6322	Office of Exec Dir,	Materials & Supplies
			\$111.76	6322	Office of Controller	Materials & Supplies
			\$14.99	6322	Duplicating Services	Materials & Supplies
			\$496.96	6322	Dean, Business & Inf	Materials & Supplies
			\$173.41	6322	Office of Exec Dean,	Materials & Supplies
			\$859.21	6322	Office of Dean, Heal	Materials & Supplies
			\$74.86	6322	Office of Dean, Indu	Materials & Supplies
			\$321.38	6322	Office of Exec Dean,	Materials & Supplies
			\$19.68	6322	Office of Dean, Scie	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	510996	\$10,811.16	\$307.41	6322	Office of Exec Dean,	Materials & Supplies
			\$40.19	6322	Dental Hygiene	Materials & Supplies
			\$65.64	6322	Continuing Ed, 2 Day	Materials & Supplies
			\$677.91	6322	Economic Development	Materials & Supplies
			\$122.16	6322	Enrollment Managemen	Materials & Supplies
			\$12.50	6322	Environmental Scienc	Materials & Supplies
			\$34.47	6322	Evening & Weekend	Materials & Supplies
			\$378.74	6322	Office of Exec Dir,	Materials & Supplies
			\$52.46	6322	Graduation	Materials & Supplies
			\$270.80	6322	Grounds	Materials & Supplies
			\$18.50	6322	Aging Services Admin	Materials & Supplies
			\$23.76	6322	Continuing Ed, Gener	Materials & Supplies
			\$862.80	6322	Hotel/Restaurant Man	Materials & Supplies
			\$115.04	6322	Office of Exec Dir,	Materials & Supplies
			\$21.44	6322	Information Systems	Materials & Supplies
			\$22.79	6322	Library	Materials & Supplies
			\$52.50	6322	Library	Materials & Supplies
			\$329.72	6322	Office of Dir, Marke	Materials & Supplies
			\$187.10	6322	Non-Credit Civil Eng	Materials & Supplies
			\$55.07	6322	NLN Testing	Materials & Supplies
			\$23.82	6322	Optometric/Ophthalmi	Materials & Supplies
			\$291.11	6322	Other General Instit	Materials & Supplies
			\$360.54	6322	Office of the Dir, P	Materials & Supplies
			\$48.25	6322	Office of the Presid	Materials & Supplies
			\$25.33	6322	Program Development	Materials & Supplies
			\$164.30	6322	Admissions/Registrat	Materials & Supplies
			\$675.59	6322	Story County Academy	Materials & Supplies
			\$21.60	6322	Snack Bar - Boone	Materials & Supplies
			\$50.52	6322	Softskills Training	Materials & Supplies
			\$170.01	6322	Student Services	Materials & Supplies
			\$155.30	6322	Office of Dir, Finan	Materials & Supplies
			\$18.96	6322	Office of Dir, Stude	Materials & Supplies
			\$45.12	6322	Continuing Ed, Trade	Materials & Supplies
			\$54.91	6322	WLAN Support	Materials & Supplies
			\$323.48	6322	Youth at Risk - Anke	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	510996	\$10,811.16	\$45.07	6322	Youth at Risk - Urba	Materials & Supplies
			\$26.21	6322	Director, Nursing	Materials & Supplies
			\$182.50	6322	Office of Exec Dean,	Materials & Supplies
			\$150.11	6322	Auto Service	Materials & Supplies
			\$40.73	6322	Developmental Educat	Materials & Supplies
Expense Reduction Analyst	510998	\$3,131.08	\$3,131.08	6030	Custodial	Custodial Services
FBG Service Corporation	510999	\$36,799.00	\$1,151.99	6030	Physical Plant Opera	Custodial Services
			\$3,980.00	6030	Physical Plant Opera	Custodial Services
			\$3,980.00	6030	Plant Operations, St	Custodial Services
			\$3,980.00	6030	Physical Plant Opera	Custodial Services
			\$2,010.00	6030	Maytag Leased Space	Custodial Services
			\$2,010.00	6030	Physical Plant Opera	Custodial Services
			\$19,687.01	6030	Custodial	Custodial Services
Fitzgerald, Shawn	511003	\$5,167.50	\$5,167.50	6269	Recreation	Other Services
FocusFirst Inc	511004	\$3,000.00	\$3,000.00	6269	Continuing Ed, FastT	Other Services
G and S Office Machines L	511009	\$6,290.00	\$4,924.00	6322	WLAN Support	Materials & Supplies
			\$1,366.00	6060	WLAN Support	Maintenance/Repair o
Geo-Connections Inc	511011	\$12,235.04	\$12,235.04	6269	Iowa Energy Ctr Ener	Other Services
Guidance Software Inc	511018	\$11,496.00	\$11,496.00	6324	Electronic Crime Ins	Computer Software
Hewlett Packard	511021	\$7,977.44	\$768.00	6325	Corrections-Mitchell	Computer Equipment
			\$2,626.44	6060	Technical Update Equ	Maintenance/Repair o
			\$2,454.00	6323	Office of VP, Info S	Minor Equipment
			\$2,129.00	6325	Equipment Replacemen	Computer Equipment
Jacobson Companies	511035	\$3,647.87	\$3,647.87	6269	Jacobson Comp-Job Sp	Other Services
Karl Chevrolet	511037	\$53,670.00	\$21,771.00	7400	Vehicle Pool	Vehicles

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Karl Chevrolet	511037	\$53,670.00	\$16,928.00	7400	Vehicle Pool	Vehicles
			\$14,971.00	7400	Economic Development	Vehicles
Kuder Inc	511039	\$7,500.00	\$7,500.00	6265	Program Development	Software Service Agr
Neesvigs Inc	511068	\$3,098.68	\$169.08	6322	Hotel/Restaurant Man	Materials & Supplies
			\$1,437.72	6519	Bistro	College Inn
			\$165.85	6519	Bistro	College Inn
			\$1,326.03	6518	Hospitality Careers	Gourmet Dinners
One Source Training	511073	\$2,500.00	\$2,500.00	4850	Office of Dir, Marke	Miscellaneous Receip
Public Relations Project	511085	\$5,662.00	\$5,662.00	6015	Office of Dir, Marke	Consultant's Fees
Reinhart Foodservice	511094	\$2,752.92	-\$31.83	6322	Hotel/Restaurant Man	Materials & Supplies
			\$575.68	6519	Bistro	College Inn
			\$602.93	6322	Hotel/Restaurant Man	Materials & Supplies
			\$1,606.14	6322	Hotel/Restaurant Man	Materials & Supplies
Reliance Standard	511095	\$49,360.53	\$15,540.86	2253	Payroll Office	Basic Life Insurance
			\$15,133.41	2254	Payroll Office	Long Term Disability
			\$18,686.26	2255	Payroll Office	Misc Insurances Paya
Utter Precision Inc	511118	\$15,051.00	\$13,455.00	7100	Industrial/Technical	Furniture, Machinery
			\$1,596.00	6323	Equip Replacement In	Minor Equipment
USA Staffing	511184	\$5,874.99	\$3,570.46	6019	DSM-UI	Other Professional S
			\$396.72	6019	DSM-Wag-Pey	Other Professional S
			\$1,717.03	6019	DSM-UI	Other Professional S
			\$190.78	6019	DSM-Wag-Pey	Other Professional S
Academy Roofing & Sheet M	511189	\$8,180.00	\$1,980.00	6190	Buildings Equipment	Utilities
			\$5,000.00	6090	Buildings Equipment	Maintenance/Repair o
			\$1,200.00	6090	Buildings Equipment	Maintenance/Repair o
Ahlers and Cooney PC	511192	\$3,359.00	\$472.50	6013	Office of Sr VP, Bus	Legal Fees

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ahlers and Cooney PC	511192	\$3,359.00	\$2,781.50	6013	Office of Sr VP, Bus	Legal Fees
			\$105.00	6013	Office of Sr VP, Bus	Legal Fees
Ames Municipal Utilities	511199	\$3,125.00	\$3,125.00	6190	Utilities	Utilities
Carpenters Dist Council o	511230	\$57,029.00	\$57,029.00	6269	Apprenticeships 260F	Other Services
Charles Gabus Ford	511237	\$15,054.38	\$15,054.38	7400	Equipment Replacemen	Vehicles
Davis Brown Koehn Shors a	511249	\$2,875.40	\$2,875.40	6019	Office of Exec Dir,	Other Professional S
Des Moines Register	511255	\$3,469.80	\$378.00	6110	Continuing Ed, Home	Information Services
			\$1,020.71	6110	Transportation Insti	Information Services
			\$1,930.60	6110	Motorcycle and Moped	Information Services
			\$105.21	6050	Equipment Replacemen	Publications (Legal)
			\$35.28	6050	Office of Dir, Purch	Publications (Legal)
Fair Play	511267	\$10,748.00	\$10,748.00	7600	Boone Baseball Field	Buildings and Fixed
Farner Bocken Co	511270	\$7,123.46	\$810.75	6511	Snack Bar - Boone	Purchases for Resale
			\$808.75	6511	Snack Bar - Boone	Purchases for Resale
			\$1,731.40	6511	Snack Bar - Boone	Purchases for Resale
			\$72.40	6511	Snack Bar - Boone	Purchases for Resale
			\$2,642.39	6511	Cafeteria	Purchases for Resale
			\$1,057.77	6511	Snack Bar - Boone	Purchases for Resale
FHEG Ankeny Bookstore #10	511272	\$148,294.74	-\$400.80	2019	Follett Bookstore	Accounts Payable Acc
			-\$43.81	2019	Follett Bookstore	Accounts Payable Acc
			\$142,007.97	2019	Follett Bookstore	Accounts Payable Acc
			\$3.99	6322	Adult Basic Educatio	Materials & Supplies
			\$120.00	6322	ASSET Auto/Ford	Materials & Supplies
			\$3.99	6322	Horticulture	Materials & Supplies
			\$198.50	6322	Communications	Materials & Supplies
			\$178.16	6322	Office of Exec Dean,	Materials & Supplies
			\$662.60	6322	Dean, Business & Inf	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	511272	\$148,294.74	\$158.82	6322	Office of Dean, Scie	Materials & Supplies
			\$65.57	6322	Office of Exec Dean,	Materials & Supplies
			\$3.86	6322	Office of Exec Dean,	Materials & Supplies
			\$29.99	6322	ESL	Materials & Supplies
			\$240.00	6322	Office of Exec Dir,	Materials & Supplies
			\$1.58	6322	High School Completi	Materials & Supplies
			\$85.00	6322	Human Services	Materials & Supplies
			\$58.36	6322	International Club-B	Materials & Supplies
			\$63.84	6322	Jasper County Career	Materials & Supplies
			\$22.94	6322	Library	Materials & Supplies
			\$35.75	6322	Manufacturing Techno	Materials & Supplies
			\$114.00	6322	On-site Wastewater T	Materials & Supplies
			\$2,428.00	6322	Program Development	Materials & Supplies
			\$4.39	6322	Phi Theta Kappa-Urba	Materials & Supplies
			\$13.59	6322	Social/Behavioral Sc	Materials & Supplies
			\$13.97	6322	Student Activities	Materials & Supplies
			\$1.69	6322	Staff Development	Materials & Supplies
			\$13.43	6322	STRIVE	Materials & Supplies
			\$12.76	6322	Student Services	Materials & Supplies
			\$3.19	6322	Student Services	Materials & Supplies
			\$139.75	6322	Student Services	Materials & Supplies
			\$2.15	6322	Volleyball	Materials & Supplies
			\$9.16	6322	Wellness	Materials & Supplies
			\$3.99	6322	Wellness Program - B	Materials & Supplies
			\$248.39	6322	WLAN Support	Materials & Supplies
			\$681.85	4027	Budgeted Revenue	Tuition Refund
			\$278.93	2019	Follett Bookstore	Accounts Payable Acc
			\$104.95	2019	Follett Bookstore	Accounts Payable Acc
			\$218.56	2019	Follett Bookstore	Accounts Payable Acc
			\$145.74	2019	Follett Bookstore	Accounts Payable Acc
			\$92.75	2019	Follett Bookstore	Accounts Payable Acc
			\$145.74	2019	Follett Bookstore	Accounts Payable Acc
			\$10.00	6322	Office of Exec Dean,	Materials & Supplies
			\$5.98	6322	Student Activities	Materials & Supplies
			\$1.43	6322	Business Administrat	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	511272	\$148,294.74	\$96.06	2019	Follett Bookstore	Accounts Payable Acc
			\$7.98	6322	Building Rental for	Materials & Supplies
Firestone Tire and Rubber	511274	\$21,250.00	\$13,226.51	6269	Firestone Tire #4-Jo	Other Services
			\$1,093.20	6269	Firestone Tire #4-Mg	Other Services
			\$6,930.29	6269	Firestone Tire #4-Tr	Other Services
First Choice Distribution	511275	\$6,548.47	\$42.13	6410	Physical Plant Opera	Janitorial Materials
			\$908.84	6410	Physical Plant Wareh	Janitorial Materials
			\$420.00	6410	Office of Dean, Heal	Janitorial Materials
			\$240.00	6410	Culinary Arts	Janitorial Materials
			\$4,937.50	6410	Custodial	Janitorial Materials
Greater Des Moines Partne	511290	\$43,950.00	\$15,000.00	6040	Other General Instit	Memberships
			\$28,950.00	6269	Career Pathways Prog	Other Services
Hewlett Packard	511297	\$5,384.00	\$593.00	6325	WLAN Support	Computer Equipment
			\$4,744.00	6323	Technical Update Equ	Minor Equipment
			\$47.00	6322	Student ID Card Offi	Materials & Supplies
Higher One	511298	\$7,483.20	\$7,483.20	6269	Student ID Card Offi	Other Services
Iowa Communications Netwo	511311	\$20,006.75	\$77.28	6269	Adult Basic Educatio	Other Services
			\$3,243.43	6269	Distance Learning	Other Services
			\$809.04	6150	Continuing Ed, Criti	Communications
			\$173.34	6150	Mortuary Science Pro	Communications
			\$5,971.45	6150	Campus Communication	Communications
			\$30.44	6150	Campus Communication	Communications
			\$87.27	6150	Campus Communication	Communications
			\$1,199.48	6150	Campus Communication	Communications
			\$15.48	6150	Campus Communication	Communications
			\$54.06	6150	Campus Communication	Communications
			\$86.17	6150	Campus Communication	Communications
			\$8,259.31	6150	Campus Communication	Communications
Iowa Laborers Education &	511314	\$3,259.00	\$3,259.00	6269	Apprenticeships 260F	Other Services

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
John Deere Credit	511324	\$19,406.39	\$4,157.00	6269	Deere Credit #9-Job	Other Services
			\$15,249.39	6269	Deere Credit #9-Trai	Other Services
Mardock Drafting Services	511350	\$2,647.50	\$2,647.50	6015	Equipment Replacemen	Consultant's Fees
Martin Brothers Distribut	511351	\$5,335.30	\$2,188.48	6511	Cafeteria	Purchases for Resale
			\$1,596.93	6511	Cafeteria	Purchases for Resale
			-\$13.26	6511	Cafeteria	Purchases for Resale
			-\$530.92	6511	Cafeteria	Purchases for Resale
			\$1,552.04	6511	Cafeteria	Purchases for Resale
			\$542.03	6511	Cafeteria	Purchases for Resale
Megan Meiere Foundation	511354	\$3,102.78	\$3,102.78	6019	Electronic Crime Ins	Other Professional S
Midwest Office Technology	511358	\$4,162.75	\$23.50	6060	STRIVE	Maintenance/Repair o
			\$193.13	6060	Adult Basic Educatio	Maintenance/Repair o
			\$212.71	6060	Duplicating Services	Maintenance/Repair o
			\$89.55	6060	Heating/AC/Refrig Te	Maintenance/Repair o
			\$0.17	6060	Practical Nursing	Maintenance/Repair o
			\$6.55	6060	Equip Replacement St	Maintenance/Repair o
			\$6.63	6060	Library	Maintenance/Repair o
			\$3.86	6060	Office of Exec Dean,	Maintenance/Repair o
			\$4.24	6060	Practical Nursing	Maintenance/Repair o
			\$26.58	6060	Continuing Ed, Nurse	Maintenance/Repair o
			\$213.22	6060	Office of Dean, Scie	Maintenance/Repair o
			\$72.34	6060	Adult Basic Educatio	Maintenance/Repair o
			\$54.12	6060	Office of the Dir, P	Maintenance/Repair o
			\$17.35	6060	Library	Maintenance/Repair o
			\$6.38	6060	Chrysler Apprentice	Maintenance/Repair o
			\$179.36	6060	Urban Copy Usage	Maintenance/Repair o
			\$44.00	6060	Equip Replacement In	Maintenance/Repair o
			\$300.53	6060	Chrysler Apprentice	Maintenance/Repair o
			\$230.99	6060	Office of VP, Commnt	Maintenance/Repair o
			\$85.42	6060	Office of Exec Dean,	Maintenance/Repair o
			\$13.24	6060	Wellness	Maintenance/Repair o

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	511358	\$4,162.75	\$1,988.58	6060	Economic Development	Maintenance/Repair o
			\$386.77	6060	Office of Dean, Scie	Maintenance/Repair o
			\$3.53	6060	WLAN Support	Maintenance/Repair o
MJ Distributing	511363	\$3,382.60	\$877.20	6930	Beverage Account	Other Current Expens
			\$2,505.40	6930	Beverage Account	Other Current Expens
National Balloon Classic	511366	\$3,000.00	\$3,000.00	6269	Dean, Business & Inf	Other Services
On Shore Inc.	511373	\$49,245.00	\$49,245.00	6324	Technical Update Equ	Computer Software
Parkway Concepts Inc	511374	\$7,943.41	\$7,943.41	6269	Grants and Contracts	Other Services
Prevention Research Insti	511385	\$12,000.00	\$12,000.00	6520	Driver Improvement B	Purchases for Resale
Quality Attributes Softwa	511387	\$8,872.61	\$8,872.61	6269	Quality Attributes S	Other Services
Reinhart Foodservice	511392	\$2,703.33	\$479.41	6322	Hotel/Restaurant Man	Materials & Supplies
			\$838.10	6322	Hotel/Restaurant Man	Materials & Supplies
			\$1,385.82	6269	Child Care	Other Services
Securitas Security Servic	511405	\$16,101.48	\$5,695.67	6261	Physical Plant Opera	Contracted Security
			\$1,157.00	6261	FFA Enrichment Cente	Contracted Security
			\$9,248.81	6261	Office of the Dir, P	Contracted Security
Specialty Underwriters LL	511411	\$10,764.00	-\$8,159.00	6180	Non Tort Insurance	Insurance
			\$18,923.00	6180	Non Tort Insurance	Insurance
Vital Support Systems	511433	\$14,850.00	\$14,850.00	6323	Technical Update Equ	Minor Equipment
Waste Mgmt of Iowa Corp.	511438	\$3,990.15	\$346.95	6030	Physical Plant Opera	Custodial Services
			\$119.30	6030	Physical Plant Opera	Custodial Services
			\$154.50	6030	Physical Plant Opera	Custodial Services
			\$3,369.40	6030	Custodial	Custodial Services
Weber Stone Co	511439	\$3,120.00	\$3,120.00	6444	Equip Replacement In	Landscaping Material

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	511448	\$10,579.37	\$1,976.87	6060	Duplicating Services	Maintenance/Repair o
			\$2,894.09	6060	Duplicating Services	Maintenance/Repair o
			\$5,708.41	6060	Duplicating Services	Maintenance/Repair o
DMACC HEA	511457	\$6,117.74	\$6,117.74	2272	Payroll Office	DMACC/HEA Dues Payab
Iowa Communications Netwo	511503	\$5,350.70	\$1,567.26	6150	IES-Des Moines	Communications
			\$65.53	6150	Ames-General Fund	Communications
			\$17.00	6150	Boone-General Fund	Communications
			\$8.93	6150	Perry-General Fund	Communications
			\$13.88	6150	Pella-General Fund	Communications
			\$8.74	6150	Newton-General Fund	Communications
			\$1.35	6150	Newton-PJ Basic	Communications
			\$0.66	6150	Newton-TAA	Communications
			\$3,667.35	6150	IWD-Des Moines Offic	Communications
Iowa Workforce Developmen	511505	\$11,746.87	\$1,242.03	6322	IWD-IES	Materials & Supplies
			\$215.90	6150	Workforce Services	Communications
			\$225.05	6150	DSM-DVOP	Communications
			\$10.99	6150	DSM-NIC	Communications
			\$8,588.33	6030	IWD-IES	Custodial Services
			\$412.50	6090	IWD-Des Moines Offic	Maintenance/Repair o
			\$8.46	6322	IWD-Des Moines Offic	Materials & Supplies
			\$577.50	6322	DSM-UI	Materials & Supplies
			\$69.89	6322	DSM-Wag-Pey	Materials & Supplies
			\$13.64	6230	Ames-General Fund	Postage and Expediti
			\$4.96	6322	Newton-PJ Basic	Materials & Supplies
			\$5.30	6322	Newton-TAA	Materials & Supplies
			\$7.99	6230	Newton-General Fund	Postage and Expediti
			\$1.16	6230	Newton-PJ Basic	Postage and Expediti
			\$1.24	6230	Newton-TAA	Postage and Expediti
			\$279.58	6322	Des Moines-General F	Materials & Supplies
			\$34.10	6322	Newton-General Fund	Materials & Supplies
			\$48.25	6150	IWD-Des Moines Offic	Communications
ISED Inc.	511507	\$3,335.37	\$3,335.37	6269	WIA-Iowans for Socia	Other Services

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	511518	\$3,736.16	\$8.29	6322	DSM-PJ Basic	Materials & Supplies
			\$71.28	6322	DSM-PJ Basic	Materials & Supplies
			\$5.32	6322	DSM-NIC	Materials & Supplies
			\$16.27	6322	WIA-Dislocated Worke	Materials & Supplies
			\$12.01	6322	Promise Jobs-Trainin	Materials & Supplies
			\$4.29	6322	DSM-PJ Basic	Materials & Supplies
			\$8.50	6322	Des Moines-General F	Materials & Supplies
			\$4.58	6322	DSM-Wag-Pey	Materials & Supplies
			\$104.84	6322	Pella-General Fund	Materials & Supplies
			\$12.94	6322	Promise Jobs-Trainin	Materials & Supplies
			\$9.36	6322	Promise Jobs-Trainin	Materials & Supplies
			\$50.99	6322	Promise Jobs-Trainin	Materials & Supplies
			\$6.05	6322	Des Moines Re-employ	Materials & Supplies
			\$27.10	6322	DSM-CRC	Materials & Supplies
			\$76.21	6322	DSM-CRC	Materials & Supplies
			\$132.34	6322	Newton-General Fund	Materials & Supplies
			\$20.36	6322	Newton-PJ Basic	Materials & Supplies
			\$139.98	6322	Newton-General Fund	Materials & Supplies
			\$21.54	6322	Newton-PJ Basic	Materials & Supplies
			\$10.76	6322	Newton-TAA	Materials & Supplies
			\$17.83	6322	Newton-General Fund	Materials & Supplies
			\$2.74	6322	Newton-PJ Basic	Materials & Supplies
			\$1.37	6322	Newton-TAA	Materials & Supplies
			\$38.02	6322	Perry-General Fund	Materials & Supplies
			\$96.70	6322	Ames-General Fund	Materials & Supplies
			\$157.86	6322	Ames-General Fund	Materials & Supplies
			\$75.92	6322	IWD-IES	Materials & Supplies
			\$94.90	6322	IWD-IES	Materials & Supplies
			\$421.98	6322	IWD-IES	Materials & Supplies
			\$305.94	6322	IWD-IES	Materials & Supplies
			\$30.74	6322	IWD-IES	Materials & Supplies
			\$37.22	6322	IWD-IES	Materials & Supplies
			\$241.76	6322	IWD-IES	Materials & Supplies
			\$281.32	6322	IWD-IES	Materials & Supplies
			\$101.22	6322	IWD-IES	Materials & Supplies

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	511518	\$3,736.16	\$313.17	6322	DSM-Wag-Pey	Materials & Supplies
			\$12.24	6322	DSM-UI	Materials & Supplies
			\$299.90	6322	IWD-IES	Materials & Supplies
			\$76.50	6322	IWD-IES	Materials & Supplies
			\$135.36	6322	IWD-IES	Materials & Supplies
			\$124.70	6322	IWD-IES	Materials & Supplies
			\$10.18	6322	Newton-TAA	Materials & Supplies
			\$84.73	6322	NEG-Whirlpool	Materials & Supplies
			\$30.85	6322	IWD-IES	Materials & Supplies
Spectrum	511525	\$3,160.30	\$3,160.30	6269	WIA-Spectrum Resourc	Other Services
USA Staffing	511527	\$6,031.00	\$3,405.98	6019	DSM-UI	Other Professional S
			\$2,021.92	6019	DSM-UI	Other Professional S
			\$224.66	6019	DSM-Wag-Pey	Other Professional S
			\$378.44	6019	DSM-Wag-Pey	Other Professional S
Alliant Energy	511545	\$2,697.30	\$1,433.34	6190	Utilities	Utilities
			\$1,263.96	6190	Utilities	Utilities
Badding Winker Partnershi	511557	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Baker and Taylor Books	511559	\$3,573.54	\$26.99	6310	Equip Replacement Li	Library Books
			\$2,628.26	6310	Equip Replacement Li	Library Books
			\$918.29	6310	Equip Replacement Li	Library Books
BCR	511562	\$3,000.00	\$3,000.00	6269	Equipment Replacemen	Other Services
Buckman Laboratories Inc	511577	\$11,064.19	\$682.45	6377	Mechanical Maintenanc	Materials/Supplies f
			\$10,381.74	6377	Mechanical Maintenanc	Materials/Supplies f
Budget Inn & Suites	511578	\$2,823.48	\$1,282.68	6321	Continuing Ed, 2 Day	Food
			\$1,540.80	6269	Continuing Ed, 2 Day	Other Services
Continental Western Group	511603	\$2,999.52	\$2,298.05	6269	Continental Western	Other Services

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Continental Western Group	511603	\$2,999.52	\$701.47	6269	Continental Western	Other Services
DART	511617	\$2,926.79	\$2,926.79	6269	Office of Exec Dean,	Other Services
Eagle Electric Inc	511635	\$2,702.66	\$260.20	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$2,442.46	6060	Physical Plant Opera	Maintenance/Repair o
Ebsco Subscription Servic	511636	\$21,420.00	\$21,420.00	6269	Equipment Replacemen	Other Services
Executive Technologies	511644	\$5,340.00	\$5,340.00	6220	Carroll Campus Equip	Rental of Equipment
FBG Service Corporation	511648	\$2,820.39	\$326.39	6030	Maytag Leased Space	Custodial Services
			\$2,494.00	6030	FFA Enrichment Cente	Custodial Services
FFA Enrichment Center	511649	\$4,534.60	\$4,534.60	2014	FFA Enrichment Cente	Due to Others
Hansen Company Inc	511665	\$13,468.31	\$13,468.31	6012	Top Value Building	Architect's Fees
Heartland Area Education	511667	\$5,263.07	\$1,929.73	6269	Mail Service	Other Services
			\$3,333.34	6269	Mail Service	Other Services
Herff Jones Inc	511669	\$5,325.00	\$5,325.00	6322	Graduation	Materials & Supplies
Hummert International	511678	\$3,706.10	\$3,706.10	6323	Equip Replacement In	Minor Equipment
Ikon Office Solutions	511679	\$7,392.18	\$148.68	6060	Practical Nursing	Maintenance/Repair o
			\$105.44	6060	Follett Bookstore	Maintenance/Repair o
			\$2,115.11	6060	Office of Exec Dean,	Maintenance/Repair o
			\$1,227.10	6060	Office of Exec Dean,	Maintenance/Repair o
			\$1.49	6060	Office of Controller	Maintenance/Repair o
			\$28.85	6060	Special Needs	Maintenance/Repair o
			\$38.05	6480	Office of Dean, Indu	Travel-In State
			\$81.55	6060	Heavy Diesel Equipme	Maintenance/Repair o
			\$40.77	6060	ASSET Auto/Ford	Maintenance/Repair o
			\$40.77	6060	Ford Motor Comp Trai	Maintenance/Repair o

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ikon Office Solutions	511679	\$7,392.18	\$40.77	6060	Building Trades	Maintenance/Repair o
			\$32.37	6060	Office of Exec Dir,	Maintenance/Repair o
			\$70.34	6060	Youth at Risk - Anke	Maintenance/Repair o
			\$352.65	6060	Office of Exec Dean,	Maintenance/Repair o
			\$71.65	6060	Office of Dir, Stude	Maintenance/Repair o
			\$11.26	6060	High School Completi	Maintenance/Repair o
			\$829.11	6060	Non-Credit Civil Eng	Maintenance/Repair o
			\$478.38	6060	Urban Copy Usage	Maintenance/Repair o
			\$21.97	6060	Enrollment Managemen	Maintenance/Repair o
			\$144.09	6060	Follett Bookstore	Maintenance/Repair o
			\$78.29	6060	Office of Dir, Finan	Maintenance/Repair o
			\$282.29	6060	Adult Basic Educatio	Maintenance/Repair o
			\$291.98	6060	Urban Copy Usage	Maintenance/Repair o
			\$12.59	6060	Office of Exec Dir,	Maintenance/Repair o
			\$90.72	6060	Organization & Opera	Maintenance/Repair o
			\$5.05	6060	Enrollment Managemen	Maintenance/Repair o
			\$13.03	6060	Practical Nursing	Maintenance/Repair o
			\$387.91	6060	Dean, Business & Inf	Maintenance/Repair o
			\$340.29	6060	Library Sales	Maintenance/Repair o
			\$9.63	6060	Information Systems	Maintenance/Repair o
Internet Solver Inc	511680	\$3,500.00	\$2,500.00	6150	Campus Communication	Communications
			\$1,000.00	6150	Campus Communication	Communications
Iowa Association of Commu	511684	\$17,500.00	\$17,500.00	6269	Office of the Presid	Other Services
Iowa Schools Joint Invest	511691	\$7,430.27	\$7,430.27	6269	Office of Controller	Other Services
Iowa State University	511695	\$2,500.00	\$2,500.00	6269	Office of the Presid	Other Services
Iowa Workforce Developmen	511696	\$28,159.66	\$28,159.66	5970	Unemployment	Unemployment Comp
KJWW Engineering Consulta	511704	\$4,752.61	\$4,752.61	6012	Energy Efficiency Gr	Architect's Fees
Maplesoft	511728	\$8,200.00	\$8,200.00	6324	Technical Update Equ	Computer Software

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
National Recoveries Inc	511749	\$5,117.30	\$173.25	6780	Office of Controller	Collection Agency Ex
			\$763.70	6780	Office of Controller	Collection Agency Ex
			\$4,180.35	6780	Office of Controller	Collection Agency Ex
Neesvigs Inc	511752	\$3,951.14	\$168.59	6518	Hospitality Careers	Gourmet Dinners
			\$802.06	6518	Hospitality Careers	Gourmet Dinners
			\$863.76	6518	Hospitality Careers	Gourmet Dinners
			\$281.31	6518	Hospitality Careers	Gourmet Dinners
			\$41.82	6519	Bistro	College Inn
			\$311.20	6519	Bistro	College Inn
			\$147.06	6519	Bistro	College Inn
			\$916.18	6519	Bistro	College Inn
			\$419.16	6519	Bistro	College Inn
O'Reilly Auto Parts	511759	\$3,464.58	-\$9.49	6511	Auto Mechanics	Purchases for Resale
			\$10.22	6511	Auto Mechanics	Purchases for Resale
			\$27.07	6511	Auto Mechanics	Purchases for Resale
			\$4.22	6511	Auto Mechanics	Purchases for Resale
			\$18.98	6511	Auto Mechanics	Purchases for Resale
			\$37.11	6511	Auto Mechanics	Purchases for Resale
			\$102.24	6511	Auto Mechanics	Purchases for Resale
			\$50.02	6511	Auto Mechanics	Purchases for Resale
			\$15.51	6511	Auto Mechanics	Purchases for Resale
			\$16.52	6511	Auto Mechanics	Purchases for Resale
			\$16.52	6511	Auto Mechanics	Purchases for Resale
			\$33.67	6511	Auto Mechanics	Purchases for Resale
			\$16.48	6511	Auto Mechanics	Purchases for Resale
			\$59.58	6511	Auto Mechanics	Purchases for Resale
			\$26.52	6511	Auto Mechanics	Purchases for Resale
			\$2,969.91	6322	Tech Prep Program #2	Materials & Supplies
			\$69.50	6511	Auto Mechanics	Purchases for Resale
Public Financial Manageme	511775	\$32,769.98	\$14,627.36	6014	Multiple Projects 39	Financial Serv Fees
			\$18,142.62	6014	Multiple Projects 39	Financial Serv Fees
Securitas Security Servic	511808	\$18,219.26	\$10,428.27	6261	Office of the Dir, P	Contracted Security

Date: 04/22/2010

List of checks over \$2,500.00

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Serv	511808	\$18,219.26	\$7,790.99	6261	Physical Plant Opera	Contracted Security
Siemens Industry Inc	511810	\$9,537.00	\$9,537.00	6060	Mechanical Maintenanc	Maintenance/Repair o
State of Iowa Department	511820	\$8,040.00	\$8,040.00	6269	Continuing Ed, 2 Day	Other Services
Tanner Co Inc	511827	\$5,570.00	\$500.00	6269	Boone Baseball Field	Other Services
			\$5,070.00	6269	Boone Baseball Field	Other Services
US Postmaster	511846	\$3,000.00	\$3,000.00	6230	Mail Service	Postage and Expediti
Vital Support Systems	511848	\$21,034.40	\$17,502.40	6323	Technical Update Equ	Minor Equipment
			\$2,102.00	6322	Technical Update Equ	Materials & Supplies
			\$1,430.00	6322	Equipment Replacemen	Materials & Supplies
Wellmark Health Plan of I	511856	\$742,354.20	\$745,345.19	2250	Payroll Office	Health Insurance Pay
			\$2,990.99	2250	Payroll Office	Health Insurance Pay
Office Max Inc	511904	\$2,536.03	\$516.60	6322	Workforce Services	Materials & Supplies
			\$96.61	6322	DSM-Wag-Pey	Materials & Supplies
			\$184.43	6322	Des Moines-General F	Materials & Supplies
			\$203.00	6322	IWD-IES	Materials & Supplies
			\$96.27	6322	IWD-IES	Materials & Supplies
			\$382.85	6322	IWD-IES	Materials & Supplies
			\$201.42	6322	IWD-IES	Materials & Supplies
			\$11.29	6322	WIA-Dislocated Worke	Materials & Supplies
			\$61.89	6322	Promise Jobs-Trainin	Materials & Supplies
			\$3.33	6322	Ames-General Fund	Materials & Supplies
			\$176.91	6322	Ames-General Fund	Materials & Supplies
			\$290.58	6322	Newton-General Fund	Materials & Supplies
			\$10.71	6322	Newton-PJ Basic	Materials & Supplies
			\$5.36	6322	Newton-TAA	Materials & Supplies
			\$158.09	6322	DSM-Wag-Pey	Materials & Supplies
			\$44.71	6322	Newton-PJ Basic	Materials & Supplies
			\$22.35	6322	Newton-TAA	Materials & Supplies

Page: 31

from 23-MAR-2010 to 21-APR-2010

Time: 09:52 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	511904	\$2,536.03	\$69.63	6322	Newton-General Fund	Materials & Supplies
USA Staffing	511913	\$2,986.53	\$298.65	6019	DSM-Wag-Pey	Other Professional S
			\$2,687.88	6019	DSM-UI	Other Professional S
REPORT TOTAL			\$2,729,295.33			

Carroll, Iowa
May 10, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of May, 2010, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA LABORERS EDUCATION AND TRAINING TRUST FUND

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

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

WHEREAS, the College has received an allocation (the "Fund Advance") under the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$4,000; and

WHEREAS, an Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide an apprenticeship training program for the Sponsor;

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


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

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

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

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

Passed and approved this 10th day of May, 2010.



President of the Board of Directors

ATTEST:

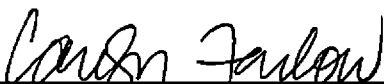


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

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 May 10, 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 10th day of May, 2010.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) APPRENTICESHIP TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as 07/10/09 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iowa Laborers' Education and Training Trust Fund, 5806 Meredith Dr., Des Moines, IA 50322, (the "Applicant" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

Section 3.2. The Applicant and the Community College agree that the Project Award, in the amount of \$4,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI EVENTS OF DEFAULT

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

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

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

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50021

Applicant: Iowa Laborers' Education & Training Trust Fund

5806 Meredith Dr.

Des Moines, Iowa 50322

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

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

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

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

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

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

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

Des Moines Area Community College
Community College


Authorized Signature


Joseph Brand President
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021
Address

5/10/10
Date

Iowa Laborers Ed. & Training Trust Fund
Applicant


Authorized Signature

Lynn Pickard, Director of Training
Type Name and Title

5806 Meredith Dr

Des Moines, IA 50322
Address

4/1/10
Date

**IOWA JOBS
TRAINING PROGRAM**

APPRENTICESHIP PROJECT

TRAINING PLAN

for

**Iowa Laborers Education
and Training Trust Fund**

January 11, 2010

6. TRAINING PLAN

I. Training start date. 1/11/10

II. Training end date. 3/19/10

III. TOTAL UNDUPLICATED number of apprentice to be trained. 6

LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each occupation/trade area. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Laborers 1 st year (see attached outline)	\$4,129	3	120 hrs.
Laborers 2 nd year (see attached outline)	\$4,130	3	120 hrs.
		6	
TOTAL TRAINING COST	\$8,259		

Total Training Cost		\$8,259
Admin. Costs	+	741
Total Project Cost	equals	9,000
Company Cash Match	-	5,000
IDED Award Amount	equals	4,000

D. Is the average cost of training per apprentice comparable to the cost of training at Iowa Community Colleges or Universities? ☐ Yes ☒ No If yes, please explain.

Carroll, Iowa
May 10, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of May, 2010, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

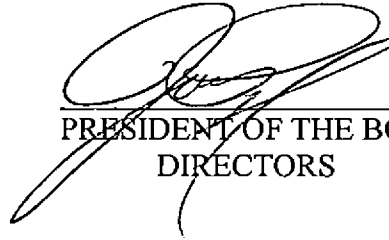
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning a Retraining Agreement between the College and Trosper Group, Inc. d/b/a Advance Machine and Tool Company. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Trosper Group, Inc. d/b/a Advance Machine and Tool Company." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

* * * * *



A large, stylized handwritten signature in black ink, appearing to be 'R. J. ...', is written over a horizontal line.

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



A handwritten signature in black ink, appearing to be 'Carly Fenton', is written over a horizontal line.

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 TROSPER GROUP, INC. D/B/A ADVANCE MACHINE AND TOOL COMPANY

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

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

WHEREAS, the 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 \$4,999; 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 10th day of May, 2010.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

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 May 10, 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 10th day of May, 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 May 10, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Advance Machine and Tool Company, Johnston, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

ARTICLE II

PROJECT; PROGRAM SERVICES; FEES

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

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

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

Section 2.4. The 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 \$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. 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: Advance Machine and Tool

5750 NW Beaver Drive, #1

Johnston, IA 50131

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

Advance Machine and Tool

Business

Authorized Signature

Terry Trospen, President

Type Name and Title

ttrospen@advancemachinetool.com

Email Address

2006 South Ankeny Blvd.

5750 NW Beaver Drive #1

Ankeny, IA 50023

Address

Johnston, IA 50131

Address

5/10/10

Date

April 1, 2010

Date

260F-4 (03/00)

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

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

[Signature]

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Advance Machine and Tool Company
Project #3**

April 1, 2010

**Training Plan And Budget
For
Advance Machine and Tool Co.**

260F Project #3

The following Training Plan reflects the expected training activities for Advance Machine and Tool Co. 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	\$3,347	\$3,347

The following activities are intended to assist employees of Advance Machine and Tool Co. to improve their knowledge and practice of Lean training, communication skills training, manufacturing skills training, safety training, professional skill development, and software and business system training:

- DMACC and/or outside vendors to provide Continuous Improvement training and/or consulting to Advance Machine and Tool. May include classes, seminars, consulting, and training as it relates to continuous improvement and Lean operations.
- Classes, seminars, and training for software and business system training as it relates to Advance Machine and Tool's business. May include Microsoft products training, Mastercam training, CAD training, and/or software specific to their business.
- Advance Machine and Tool to receive training as it relates to Manufacturing skills. Topics may include maintenance training, blueprint reading, and/or Mastercam training.

Advance Machine and Tool Co. (continued)

- DMACC and/or outside vendors to provide safety related training to help Advance Machine promote a safe work environment. Topics may include OSHA compliance training.
- Advance Machine and Tool to receive training as it relates to professional skill development. Topics may include communication skills, time management, and project management.

	Total Cost	260F Cost
II. Supervisory Skills	\$1,000	\$1,000
· 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.		

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		
	\$ 652	\$ 652
Totals:	\$4,999	\$4,999

Training will begin on 4/1/2010 with completion anticipated for 4/1/2012. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

6. TRAINING PLAN

I. Training start date. 4/1/2010

II. Training end date. 4/1/2012

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
Continuous Improvement and Lean Operations	\$1,000	4	VALUE OF WAGES & BENEFITS: \$18,260
Management and Supervisory training	\$1,000	1	VALUE OF FACILITIES:
Mastercam Training	\$1,000	3	VALUE OF EQUIPMENT:
Computer Training	\$400	4	VALUE OF SUPPLIES:
Professional Skill development	\$400	2	OTHER:
Manufacturing skills training	\$347	4	TOTAL IN-KIND MATCH \$18,260
Safety Training	\$200	4	
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	\$4,999
(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)*

Carroll, Iowa
May 10, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of May, 2010, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

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

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

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

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

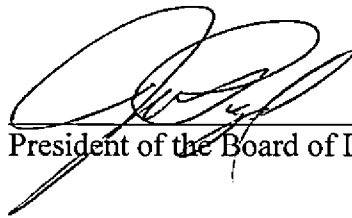
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 10th day of May, 2010.



President of the Board of Directors

ATTEST:

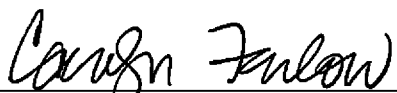


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

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 May 10, 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 10th day of May, 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 May 10, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Conference Event Management, L.C., Clive, 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: Conference Event Management, LLC.

14101 Lake Pointe Drive

Clive, IA 50325

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

Conference Event Management, LLC.

Business

Authorized Signature

Michelle DeClerck

Type Name and Title

michelle@myCEM.com

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

5/10/10

Date

14101 Lake Pointe Drive

Clive, IA 50325

Address

April 14, 2010

Date

260F-4 (03/00)

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

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

[Signature]

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Conference Event Management, L.C.
Project #1**

May 4, 2009

**Training Plan and Budget
For
Conference Event Management, LC. 260F #1
260F Project**

The following Training Plan reflects the expected training activities for Conference Event Management, LC. 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 BGS Enterprise, LLC staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$ 23588.00	\$17,000.00
CEM plans to train on the following topics, including but not limited to: Workplace Lean, computer training, accounting and finance, location/destination-specific training, project management, communication, teambuilding, change management, time management, motivation, industry specific training, etc. They will attend classes, conferences, workshops and may also include consulting services.		
II. Management/Supervisory Skills	\$3000.00	\$2250.00
CEM plans to increase their leadership skills by taking courses, which include but are not limited to, management and leadership development, motivation, performance management, coaching, etc.		
III. Materials and Supplies	\$ 3000.00	\$2000.00
Books, videos and other self-study training programs may be used.		
IV. Administrative Costs	\$ 3750.00	\$ 3750.00

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

Total	33,338.00	\$25000.00
--------------	------------------	-------------------

The training began 5/4/09 with completion anticipated 5/4/11 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.

6. TRAINING PLAN

I. Training start date. 5/4/09

II. Training end date. 5/4/11

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 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	23,588	3	VALUE OF WAGES & BENEFITS: 5,000
Management / Supervisory	3,000	1	VALUE OF FACILITIES: 3,000
Training Materials	3,000		VALUE OF EQUIPMENT: 1,000
			VALUE OF SUPPLIES: 1,000
			OTHER:
			TOTAL IN-KIND MATCH 9,000
TOTAL TRAINING COST	29,588		

Total Training Cost	29,588
Admin. Costs +	3750
Total Project Cost equals	33,338
Company Cash Match *	8338
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

Carroll, Iowa
May 10, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of May, 2010, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

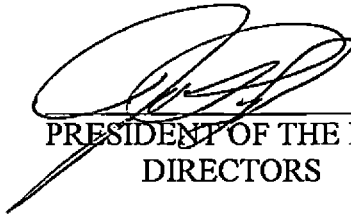
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

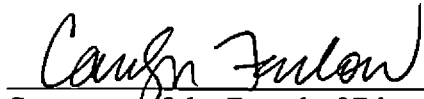
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

A handwritten signature in dark ink, appearing to be "R. S. P.", is written over a horizontal line.

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

A handwritten signature in dark ink, appearing to be "Carolyn Furlow", is written over a horizontal line.

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 CYLIENT, LLC

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

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

WHEREAS, the 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:

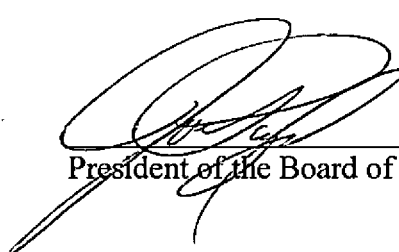
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 10th day of May, 2010.



President of the Board of Directors

ATTEST:

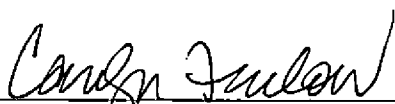


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

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 May 10, 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 10th day of May, 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 May 10, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Cylient, LLC., Johnston, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

ARTICLE II

PROJECT; PROGRAM SERVICES; FEES

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

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

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

Section 2.4. The 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: Cylient

9083 NW 73rd Street

Johnston, IA 50131

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

Date

Cylient, LLC.

Business

Authorized Signature

Dianna Anderson, CEO

Type Name and Title

dianna@cylient.com

Email Address

9083 NW 73rd Street

Johnston, IA 50131

Address

April 8, 2010

Date

260F-4 (03/00)

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

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

Seaton B. Bales

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Cylient, LLC.
Project #1**

May 4, 2009

**Training Plan and Budget
For
Cylent, LLC. 260F #1
260F Project**

The following Training Plan reflects the expected training activities for Cylent, 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 be submitted for reimbursement as the training progresses. This training plan has been designed by BGS Enterprise, LLC staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$ 16,000.00	\$13,000.00
Cylent plans to train on the following topics, including but not limited to: Enterprise software training, computer training, accounting and finance, project management, safety, website maintenance training, and industry specific training, etc. They will attend classes, conferences, workshops, college courses, certifications and may also include consulting services.		
II. Management/Supervisory Skills	\$10,000.00	\$6,000.00
Cylent plans to increase their leadership skills by taking courses, which include but are not limited to, management and leadership development, motivation, performance management, coaching, etc. They will attend classes, conferences, workshops, college courses, certifications and may also include consulting services.		
III. Materials and Supplies	\$ 3,588.00	\$2,250.00
Books, videos and other self-study training programs may be used.		
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	\$25000.00

The training began 5/4/09 with completion anticipated 5/4/11 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.

6. TRAINING PLAN

I. Training start date. 5/4/09

II. Training end date. 5/4/11

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

III. TOTAL UNDUPLICATED number of employees to be trained. 3

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	\$20,000.00	3	VALUE OF WAGES & BENEFITS: \$10,000
Management Supervisory	\$8,000.00	1	VALUE OF FACILITIES:
Training Materials	\$1,588.00		VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$10,000
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)

Carroll, Iowa
May 10, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of May, 2010, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

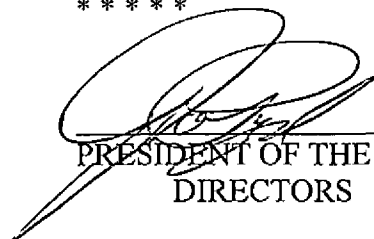
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

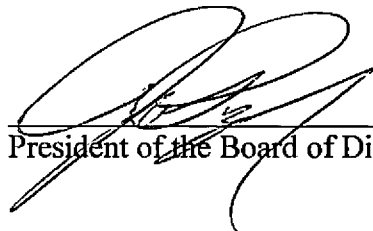
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 10th day of May, 2010.



President of the Board of Directors

ATTEST:

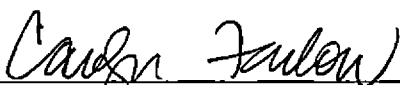


Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

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 May 10, 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 10th day of May, 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 May 10, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and ITA Group, 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 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: ITA Group

4800 Westown Pkwy #300

West Des Moines, IA 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.

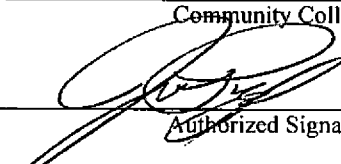
Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

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


Joe Pugh, Board President
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

5/10/10

Date

ITA Group

Business

Authorized Signature



Richard A. Rue Sr. VP & CFO

Type Name and Title

rrue@itagroup.com

Email Address

4800 Westown Pkwy #300

West Des Moines, IA 50266

Address

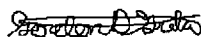
4/8/2010

Date

260F-4 (03/00)

c:\documents and settings\dcibolski\local settings\temporary internet files\olk29\ita #3 260f final agreement- training contract.doc[Date&Time:08/26/96:4:36:48 PM]

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



**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**ITA Group, Inc.
Project #3**

July 20, 2009

**Training Plan and Budget
For
ITA Group**

260F Project 3

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

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

	Cost	260F Cost
I. Job Skill Training	\$10,500	\$7,875
A. Computer Skills The training may instruct employees on computer software and hardware. This may include security training.		
B. Customer Service Training The company may train employees in customer service. This will help the employees to better serve customers. DMACC or an outside vendor may provide the training.		
C. Lean Operations Training may include, but is not limited to, WorkPlace Lean.		
D. Sales Training The company may be training its sales people on techniques for increasing sales. Training may include, but is not limited to, individual instruction by a consultant and conferences.		
E. Technical and Professional Training The company may send employees to technical and professional classes offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit classes and continuing education courses.		

II.	Management Supervisory	\$14,000	\$10,500
-----	------------------------	----------	----------

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

III.	Materials and supplies	\$5,088	\$2,875
------	------------------------	---------	---------

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

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

DMACC will work with the company to identify needed resources.
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

	Total	\$33,338	\$25,000
--	-------	----------	----------

Training will begin in 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. 7/20/09

II. Training end date. 7/20/11

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

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

LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

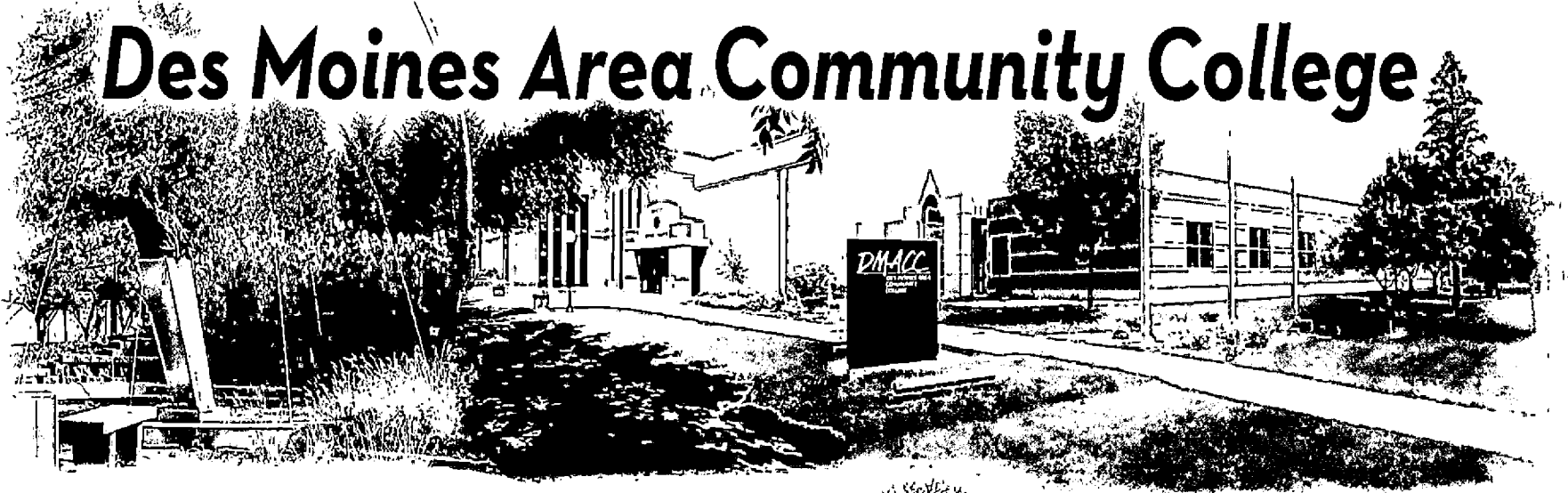
TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skills Training	\$10,500	15	VALUE OF WAGES & BENEFITS: \$23,750
Mgmt/Supervisory	\$14,000	4	VALUE OF FACILITIES:
Materials	\$5,088		VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$23,750
TOTAL TRAINING COST	\$29,588		

Total Training Cost	\$29,588
Admin. Costs +	\$3,750
Total Project Cost equals	\$33,338
Company Cash Match *	\$3,750
IDED Award Amount equals	\$29,588
(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 Area Community College



FINANCIAL STATEMENTS FOR APRIL 30, 2010 AND THE TEN MONTHS THEN ENDED

DMACC Fund Descriptions

Fund 1 – General Unrestricted Fund

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

Fund 2 – General Restricted Fund

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

Fund 3 – Auxiliary Fund

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

Fund 4 – Agency Fund

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

Fund 5 – Scholarship Fund

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

Fund 6 – Loan Fund

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

Fund 7 – Plant Fund

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

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

BALANCE SHEET & ATTACHMENTS:

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

BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS

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

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



Joe A. Robbins, Controller

**Des Moines Area Community College
Balance Sheet
April 30, 2010**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
ASSETS								
Current Assets:								
Cash in Banks and Investments	\$ 13,786,717	\$ 73,784,179	\$ 6,725,574	\$ 940,040	\$ 61,076	\$ 56,593	\$ (811,016)	\$ 94,543,163
Accounts Receivable	14,017,133	69,168,880	55,794	4,951	-	-	873,387	84,120,145
Student Loans	-	-	-	-	-	81,181	-	81,181
Deposits & Prepaid Expenses	116,507	179,000	-	-	-	-	-	295,507
Inventories	21,837	-	496,833	-	-	-	-	518,670
Due to/from Other Funds	-	6,900,000	-	-	-	-	-	6,900,000
Total Current Assets	27,942,194	150,032,059	7,278,201	944,991	61,076	137,774	62,371	186,458,666
Fixed Assets:								
Land, Buildings & Improvements	-	-	-	-	-	-	119,922,138	119,922,138
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	12,645,287	12,645,287
Less accumulated depreciation	-	-	-	-	-	-	(48,015,245)	(48,015,245)
Total Fixed Assets	-	-	-	-	-	-	84,552,180	84,552,180
TOTAL ASSETS	\$ 27,942,194	\$ 150,032,059	\$ 7,278,201	\$ 944,991	\$ 61,076	\$ 137,774	\$ 84,614,551	\$ 271,010,846
LIABILITIES AND FUND BALANCES								
Liabilities:								
Current Liabilities	\$ 18,369,724	\$ 52,982,300	\$ 225,205	\$ 303,001	\$ -	\$ -	\$ 1,150,741	\$ 73,030,971
Long Term Liabilities	-	82,205,068	3,907,047	-	-	-	13,775,373	99,887,488
Deposits Held in Custody for Others	7,313	-	-	641,990	-	-	-	649,303
Total Liabilities	18,377,037	135,187,368	4,132,252	944,991	-	-	14,926,114	173,567,762
Fund Balance:								
Unrestricted	9,565,157	-	3,145,949	-	-	-	-	12,711,106
Restricted-Specific Purposes	-	14,844,691	-	-	61,076	137,774	2,866,257	17,909,798
Net Investment in Plant	-	-	-	-	-	-	66,822,180	66,822,180
Total Fund Balance	9,565,157	14,844,691	3,145,949	-	61,076	137,774	69,688,437	97,443,084
TOTAL LIABILITIES & FUND BAL	\$ 27,942,194	\$ 150,032,059	\$ 7,278,201	\$ 944,991	\$ 61,076	\$ 137,774	\$ 84,614,551	\$ 271,010,846

Des Moines Area Community College
Statement of Revenue, Expenditures and Changes in Fund Balances
For the Ten Months Ended April 30, 2010

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Revenue:								
Tuition and Fees	\$ 43,559,556	\$ 6,262	\$ 302,808	\$ 349,694	\$ 300	\$ -	\$ -	\$ 44,218,620
Local Support (Property Taxes)	5,237,996	4,083,061	-	-	-	-	5,237,994	14,559,051
State Support	18,523,497	1,831,235	-	360,099	-	-	380,000	21,094,831
Federal Support	4,776,563	3,381,057	77,052	236,821	24,509,738	-	-	32,981,231
Sales and Services	570,482	1,920	2,408,295	80,466	-	-	29,960	3,091,123
Training Revenue / Fund 1 ACE	2,012,168	12,395,800	-	-	-	-	-	14,407,968
Other Income	1,257,878	866,448	514,724	368,624	2,071	-	1,913,974	4,923,719
Total Revenue	75,938,140	22,565,783	3,302,879	1,395,704	24,512,109	-	7,561,928	135,276,543
Transfers In - General	962,249	1,876,429	323,955	138,868	478,654	5,000	1,830,823	5,615,978
Total Revenue and Transfers In	\$ 76,900,389	\$ 24,442,212	\$ 3,626,834	\$ 1,534,572	\$ 24,990,763	\$ 5,000	\$ 9,392,751	\$ 140,892,521
Expenditures:								
Instruction	\$ 41,665,123	\$ 12,215,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,880,360
Academic Support	7,766,453	90,300	-	-	-	-	-	7,856,753
Student Services	5,872,813	580,035	-	-	-	-	-	6,452,848
Institutional Support	12,390,243	6,264,941	-	-	-	-	-	18,655,184
Operation and Maintenance of Plant	5,558,736	610,164	-	-	-	-	-	6,168,900
Auxiliary Enterprise Expenditures	-	-	3,330,965	-	-	-	-	3,330,965
Scholarship Expense	-	-	-	-	24,948,492	-	-	24,948,492
Loan Fund Expense	-	-	-	-	-	4,550	-	4,550
Plant Fund Expense	-	-	-	-	-	-	7,021,492	7,021,492
Agency Fund Expense	-	-	-	1,660,026	-	-	-	1,660,026
Total Expenditures	73,253,368	19,760,677	3,330,965	1,660,026	24,948,492	4,550	7,021,492	129,979,570
Transfers Out - General	2,379,173	2,712,138	24,000	210,885	19,782	-	270,000	5,615,978
Total Expenditures and Transfers Out	75,632,541	22,472,815	3,354,965	1,870,911	24,968,274	4,550	7,291,492	135,595,548
Net Increase (Decrease) for the Period	1,267,848	1,969,397	271,869	(336,339)	22,489	450	2,101,259	5,296,973
Fund Balance at Beginning of Year	8,297,309	12,875,294	2,874,080	978,329	38,587	137,324	67,587,178	92,788,101
Fund Balance at End of Period	\$ 9,565,157	\$ 14,844,691	\$ 3,145,949	\$ 641,990	\$ 61,076	\$ 137,774	\$ 69,688,437	\$ 98,085,074

DES MOINES AREA COMMUNITY COLLEGE
SCHEDULE OF INVESTMENTS
April 30, 2010

DEPOSITORY ACCOUNTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust		\$ 3,051,401	0.04%	Money Market
Various Checking Accounts		\$ 192,889	0.45%	Checking Accounts
Wells Fargo Bank - Ankeny		\$ 366,074	0.35%	Money Market
Sub Total		\$ 3,610,364		

DMACC INVESTMENTS

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
West Bank	\$ 19,912,531	0.90%	Investment Account
Wells Fargo	\$ 17,218,934	0.35%	Investment Account
Sub Total	\$ 37,131,465		

ISJIT INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Calculated Term Months</u>
Federal National Mortgage Association	June 17, 2008	\$ 124,313	3.96%	August 1, 2013	62.4
Federal National Mortgage Association	June 17, 2008	\$ 180,206	4.00%	October 1, 2013	64.4
Federal National Mortgage Association	June 18, 2008	\$ 467,638	4.48%	July 1, 2010	24.8
Federal National Mortgage Association	June 24, 2008	\$ 288,336	3.86%	May 1, 2011	34.7
Federal Home Loan Mortgage Corporation	June 27, 2008	\$ 232,617	4.76%	July 1, 2014	73.2
Federal National Mortgage Association	September 17, 2008	\$ 380,816	4.16%	March 1, 2013	54.2
Federal National Mortgage Association	September 29, 2008	\$ 161,674	4.84%	March 1, 2013	53.8
Federal National Mortgage Association	September 29, 2008	\$ 291,013	4.84%	March 1, 2013	53.8
Federal Home Loan Mortgage Corporation	October 17, 2008	\$ 128,383	4.50%	December 15, 2010	26.3
Federal Home Loan Mortgage Corporation	October 23, 2008	\$ 417,247	4.73%	April 15, 2011	30.1
Federal Home Loan Mortgage Corporation	October 23, 2008	\$ 247,869	4.73%	April 15, 2011	30.1
Bankers Trust - Cedar Rapids	November 24, 2008	\$ 2,942,000	3.30%	May 31, 2010	18.4
Bankers Trust - Cedar Rapids	November 24, 2008	\$ 139,000	3.65%	November 30, 2010	24.5
Federal Home Loan Mortgage Corporation	February 9, 2009	\$ 164,640	3.18%	November 15, 2014	70.2
Federal Home Loan Mortgage Corporation	February 19, 2009	\$ 500,000	3.80%	July 15, 2010	17.0
Federal National Mortgage Association	February 23, 2009	\$ 95,898	3.06%	May 25, 2010	15.2
F&M Bank - Marshalltown	February 27, 2009	\$ 3,230,000	1.99%	May 28, 2010	15.2
F&M Bank - Marshalltown	February 27, 2009	\$ 1,000,000	2.70%	May 31, 2011	27.4
Small Business Administration	March 13, 2009	\$ 176,178	3.44%	June 10, 2011	27.3
Bank of the West - Des Moines	March 31, 2009	\$ 500,000	1.85%	May 28, 2010	14.1
Federal National Mortgage Association	March 31, 2009	\$ 86,935	3.08%	January 10, 2011	21.7
First American Bank - Ankeny	June 29, 2009	\$ 1,900,000	1.25%	May 28, 2010	11.1
Northwest Bank - Des Moines	June 29, 2009	\$ 4,505,000	1.36%	November 30, 2010	17.3
First American Bank - Ankeny	July 14, 2009	\$ 2,000,000	1.45%	July 13, 2010	12.1
Federal National Mortgage Association	August 21, 2009	\$ 206,439	1.03%	August 13, 2010	11.9
Federal National Mortgage Association	August 21, 2009	\$ 103,219	1.03%	August 13, 2010	11.9
Federal National Mortgage Association	August 21, 2009	\$ 206,439	1.03%	August 13, 2010	11.9
Federal National Mortgage Association	August 21, 2009	\$ 240,405	1.03%	August 13, 2010	11.9
Federal National Mortgage Association	August 26, 2009	\$ 279,502	0.49%	May 20, 2010	8.9
Federal National Mortgage Association	August 26, 2009	\$ 230,538	0.49%	May 20, 2010	8.9
Northwest Bank - Des Moines	August 26, 2009	\$ 1,437,000	0.62%	May 28, 2010	9.2
Federal National Mortgage Association	August 28, 2009	\$ 257,383	0.94%	December 1, 2010	15.3
Fannie Mae	November 2, 2009	\$ 3,169,990	0.21%	May 20, 2010	6.6
Freddie Mac	December 21, 2009	\$ 1,017,458	0.54%	May 13, 2010	4.8
Federal National Mortgage Association	December 28, 2009	\$ 175,864	0.44%	December 1, 2010	11.3
Federal Home Loan Mortgage Corporation	December 28, 2009	\$ 23,608	0.48%	September 1, 2011	20.4
Federal National Mortgage Association	January 11, 2010	\$ 506,359	1.00%	December 30, 2010	11.8

DES MOINES AREA COMMUNITY COLLEGE
SCHEDULE OF INVESTMENTS
April 30, 2010

<u>ISJIT INVESTMENTS</u>					<u>Calculated</u>
<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Term</u>
					<u>Months</u>
Federal Home Loan Mortgage Corporation	January 25, 2010	\$ 301,944	0.50%	June 30, 2010	5.2
Federal National Mortgage Association	January 29, 2010	\$ 1,002,410	0.43%	July 29, 2010	6.0
Federal National Mortgage Association	February 4, 2010	\$ 502,890	0.40%	June 4, 2010	4.0
Fannie Mae	February 18, 2010	\$ 1,015,367	0.75%	September 28, 2010	7.4
Federal Home Loan Mortgage Corporation	February 22, 2010	\$ 555,260	0.43%	October 1, 2010	7.4
Bankers Trust - Des Moines	March 30, 2010	\$ 9,485,000	1.50%	May 31, 2011	14.2
Federal Home Loan Bank	April 2, 2010	\$ 511,457	0.54%	May 10, 2010	1.3
ISJIT Diversified Fund		<u>\$ 12,413,038</u>	0.11%	Money Market	
Total ISJIT Investments		\$ 53,801,333			
Grand Total of Investments		<u>\$ 94,543,163</u>			
Grand Total Weighted Average			1.00%		

DES MOINES AREA COMMUNITY COLLEGE

Detail of Liabilities

April 30, 2010

	Unrestricted General <u>Fund 1</u>	Restricted General <u>Fund 2</u>	Auxiliary <u>Fund 3</u>	Agency <u>Fund 4</u>	Scholarship <u>Fund 5</u>	Loan <u>Fund 6</u>	Plant <u>Fund 7</u>	<u>Total</u>
Payables:								
Trade Accounts Payable	\$ (109,690)	\$ 91,038	\$ 22,055	\$ 3,859	\$ -	\$ -	\$ 383,085	\$ 390,347
Long Term Payables (Bonds)	-	82,375,000	3,960,000	-	-	-	6,870,000	93,205,000
Unamortized Discount on Bonds	-	(391,916)	(59,400)	-	-	-	(7,129)	(458,445)
Unamortized Premium on Bonds	-	221,984	6,447	-	-	-	12,502	240,933
Interest Payable	-	1,355,598	92,421	-	-	-	114,898	1,562,917
Accrued Liabilities:								
Wages and Salary	5,640,751	392,262	17,000	2,500	-	-	1,200	6,053,713
Accrued Vacation	1,300,000	180,000	72,000	-	-	-	-	1,552,000
Early Retirement - Insurance	-	2,838,273	-	-	-	-	-	2,838,273
Employee deductions and benefits	(720,199)	-	-	-	-	-	-	(720,199)
Due to Other Funds:	-	-	-	-	-	-	6,900,000	6,900,000
Due to DMACC Foundation:	-	-	-	-	-	-	-	-
Deferred Revenue:								
Tuition and Fees	11,604,433	-	-	-	-	-	-	11,604,433
Property Tax	510,000	536,000	-	-	-	-	610,000	1,656,000
Other	101,608	-	21,729	-	-	-	41,558	164,895
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	17,978,647	-	-	-	-	-	17,978,647
260E Training Funds	-	26,991,968	-	-	-	-	-	26,991,968
260E Administrative Fees	-	2,618,514	-	-	-	-	-	2,618,514
Other Liabilities:								
Funds Held in Trust / Deposits	7,313	-	-	296,642	-	-	-	303,955
Fund Balance	-	-	-	641,990	-	-	-	641,990
Deferred Compensation Account	42,821	-	-	-	-	-	-	42,821
Total	\$ 18,377,037	\$ 135,187,368	\$ 4,132,252	\$ 944,991	\$ -	\$ -	\$ 14,926,114	\$ 173,567,762

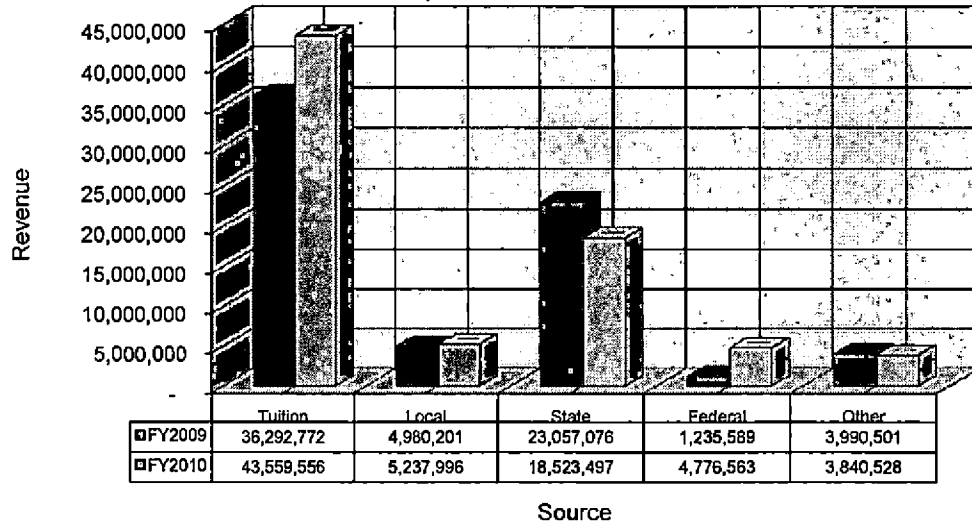
Des Moines Area Community College
Fiscal Year Ending June 30, 2010 Budget Report
Summary by Fund (All Funds)
For The Ten Months Ended April 30, 2010

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
Revenue						
Unrestricted Current	1	\$ 91,026,405	\$ 96,344,136	\$ 76,900,389		\$ 19,443,747
Restricted Current	2	37,796,310	40,709,520	24,442,212		16,267,308
Auxiliary	3	6,863,114	3,586,923	3,626,834		(39,911)
Agency	4	1,585,734	1,694,873	1,534,572		160,301
Scholarship	5	12,156,442	12,156,442	24,990,763		(12,834,321)
Loan	6	5,000	5,000	5,000		-
Plant (Note 1)	7	<u>11,629,829</u>	<u>12,112,756</u>	<u>9,392,751</u>		<u>2,720,005</u>
Total Revenue		<u>\$ 161,062,834</u>	<u>\$ 166,609,650</u>	<u>\$ 140,892,521</u>		<u>\$ 25,717,129</u>
Expenditures						
Unrestricted Current	1	\$ 89,267,348	\$ 94,671,593	\$ 75,632,541	\$ 12,507,172	\$ 6,531,880
Restricted Current	2	38,600,834	42,560,484	22,472,815	1,980,511	18,107,158
Auxiliary	3	6,893,147	3,920,960	3,354,965	466,582	99,413
Agency	4	1,499,044	1,632,733	1,870,911	104,329	(342,507)
Scholarship	5	12,156,442	12,156,442	24,968,274	-	(12,811,832)
Loan	6	5,000	5,000	4,550	-	450
Plant (Note 1)	7	<u>12,260,185</u>	<u>12,190,193</u>	<u>7,291,492</u>	<u>735,339</u>	<u>4,163,362</u>
Total Expenditures		<u>\$ 160,682,000</u>	<u>\$ 167,137,405</u>	<u>\$ 135,595,548</u>	<u>\$ 15,793,933</u>	<u>\$ 15,747,924</u>

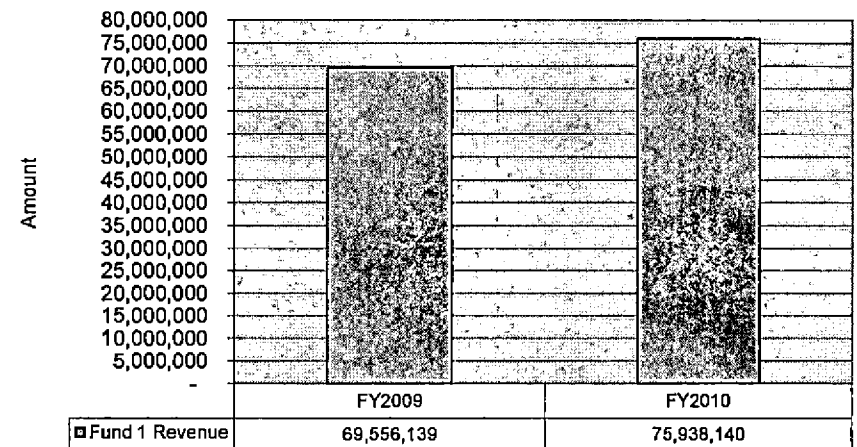
Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

**Des Moines Area Community College
Revenue Comparison With Prior Year
For The Ten Months Ended April 30, 2010**

**Fund 1 Revenue Comparison by Source
April 30, 2010**



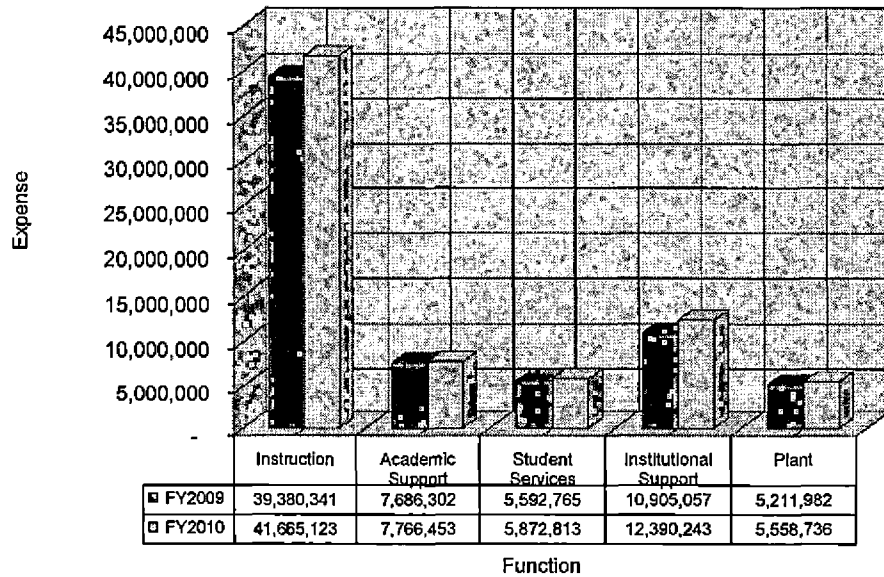
**Fund 1 Revenue
April 30, 2010**



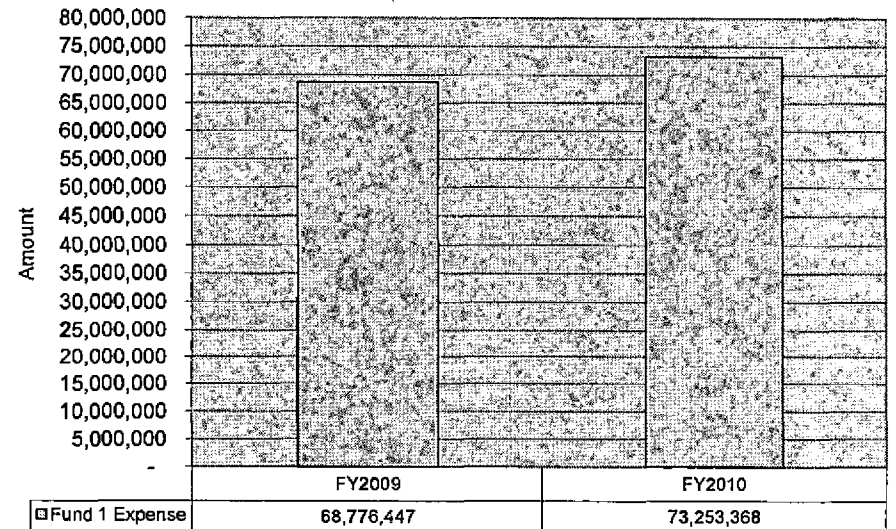
Tuition Increase	20.02%
Overall Increase	9.18%

**Des Moines Area Community College
Expense Comparison With Prior Year
For The Ten Months Ended April 30, 2010**

**Fund 1 Expense Comparison by Function
April 30, 2010**



**Fund 1 Expense
April 30, 2010**



Overall Increase 6.51%

DMACC REVENUE AND EXPENDITURES **(Including Transfers)** **For The 10 Months Ended April 30, 2010**

