

Des Moines Area Community College

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Board of Directors Meeting Minutes

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3-8-2010

### Board of Directors Meeting Minutes (March 8, 2010)

DMACC

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Board of Directors  
Des Moines Area Community College

Public Hearing  
March 8, 2010 – 4:00 p.m.

Porter Success Center  
800 Porter Avenue; Des Moines, 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 10-042. Public hearing, consideration and adoption of FY 2011 General and Plant Fund Budgets (Funds 1, 2, and 7).
7. Adjourn.

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

**PUBLIC HEARING  
March 8, 2010**

A special meeting of the Des Moines Area Community College Board of Directors was held at the Porter Success Center on March 8, 2010. Board Vice Chair Kevin Halterman called the meeting to order at 4:03 p.m.

**ROLL CALL**

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

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

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

**CONSIDERATION OF  
TENTATIVE AGENDA**

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

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

**ACKNOWLEDGMENT OF  
PUBLIC HEARING**

Board Treasurer Greg Martin reported that the notice of the time and place for the Public Hearing for the Budget was published in THE DES MOINES REGISTER on Tuesday, February 23. No written objections have been received.

*\* Rouse connects to meeting via telenet.*

**PUBLIC COMMENTS**

None.

**ADOPTION OF FY 2011  
GENERAL AND PLANT FUND  
BUDGETS**

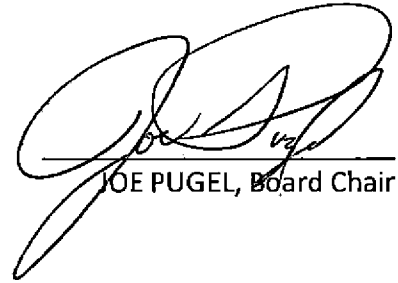
Board Report 10-042. Attachment #1. Buie moved; seconded by Norman recommending that the Board pass a Resolution adopting the proposed FY 2011 budget (Funds 1, 2 and 7).

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

ADJOURN

Tursi moved to adjourn; seconded by Hall at 4:15 p.m.

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



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

# 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 Epin M. Maillet

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

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

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

2/23/10

Subscribed and sworn to before me by said affiant this 3 day of March 2010

Susan Hazelton  
Notary Public in and for Polk County, Iowa

**SUSAN HAZELTON**  
Notarial Seal - Iowa  
Commission # 223923  
My Commission Expires 6-10-11

P.O. Box 957, Des Moines, IA 50306 • (515) 284-8000

### NOTICE OF PUBLIC HEARING BUDGET ESTIMATE Fiscal Year July 1, 2010 - June 30, 2011 Des Moines Area Community College

The Board of Directors of Des Moines Area Community College, Merged Area XI, in the counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, and in Iowa will conduct a PUBLIC HEARING on the proposed 2010-2011 budget.

Meeting Date: Monday, March 8, 2010 Meeting Time: 4:00 PM Meeting Location: DMACC Ses, Iowa

At the public hearing, any resident or taxpayer may present their objections to, or arguments for, the proposed budget. This notice represents a summary of the supporting detail of budget received from the Board Secretary. Copies of the Supplemental Detail will be furnished to any taxpayer.

Feb. 19, 2010  
(date)

Board  
Secretary

### BUDGET ESTIMATE SUMMARY:

		(A) General Funds FY 2011 Budget	(B) Plant Funds FY 2011 Budget	(C) Bond FY 2011 Budget	(F) FY 2009 Audited Actual
<b>Resources:</b>					
Taxes Levied on Property	1	11,242,840	6,366,897	54	16,455,263
Utility Replacement Tax	2	327,987	185,676	0	0
Student Fees	3	2,625,601		01	1,909,946
Tuition	4	55,423,267		29	40,756,482
State Aid	5	22,586,466		95	27,187,979
Other State Aid	6	3,700,195	366,666	40	4,811,630
Federal Aid	7	7,988,974		36	6,747,674
Sales Service	8	94,000		54	720,691
Other	9	32,153,055	2,677,034	30	51,589,385
Proceeds from Certificates	10	0		0	0
<b>Total Resources</b>	<b>11</b>	<b>136,142,385</b>	<b>9,596,273</b>	<b>19</b>	<b>150,179,050</b>
<b>Expenditures:</b>					
Liberal Arts and Sciences	12	20,879,619		17	22,010,869
Vocational and Technical	13	34,293,040		10	25,498,557
Adult Education	14	8,810,515		12	9,354,781
Cooperative Programs/Services	15	24,502,616		17	18,803,647
Administration	16	3,530,882		16	3,492,665
Student Services	17	8,364,086		18	7,527,948
Learning Resources	18	2,964,474	11,356,058	9	2,879,426
Physical Plant	19	10,412,871		15	28,086,657
General Institution	20	27,512,943		15	30,792,682
<b>Total Expenditures</b>	<b>21</b>	<b>141,271,046</b>	<b>11,356,058</b>	<b>9</b>	<b>148,447,232</b>
<b>Resources minus Expenditures</b>	<b>22</b>	<b>(5,128,661)</b>	<b>(1,759,785)</b>	<b>0</b>	<b>1,731,818</b>
<b>Beginning Fund Balance</b>	<b>23</b>	<b>21,086,570</b>	<b>2,871,291</b>	<b>1</b>	<b>20,205,783</b>
<b>Ending Fund Balance</b>	<b>24</b>	<b>15,957,909</b>	<b>1,111,506</b>	<b>1</b>	<b>21,937,601</b>
				Estir	0.56008

# The Des Moines Register

## AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT

Exhibit "A"

STATE OF IOWA

SS

COUNTY OF POLK

Iowa Form No. 633

### NOTICE OF PUBLIC HEARING

#### BUDGET ESTIMATE

Fiscal Year July 1, 2010 - June 30, 2011

#### Des Moines Area Community College

The Board of Directors of Des Moines Area Community College, Merged Area XI, in the counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story, and Warren in Iowa will conduct a PUBLIC HEARING on the proposed 2010-2011 budget as follows:

Meeting Date: Monday, March 8, 2010 Meeting Time: 4:00 PM Meeting Location: DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa

At the public hearing, any resident or taxpayer may present their objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of budget receipts and expenditures on file with the Board Secretary. Copies of the Supplemental Detail will be furnished to any taxpayer upon their request.

Feb. 19, 2010

(date)

Carolyn Farlow

(signature)

Board

Secretary

#### BUDGET ESTIMATE SUMMARY:

		(A) General Funds FY 2011 Budget	(B) Plant Funds FY 2011 Budget	(C) Bond&Interest Funds FY 2011 Budget	(D) Total of All Funds FY 2011 Budget	(E) FY 2010 Re-estimated Budget	(F) FY 2009 Audited Actual
<b>Resources:</b>							
Taxes Levied on Property	1	11,242,840	6,366,897		17,609,737	17,500,454	16,455,263
Utility Replacement Tax	2	327,987	185,676		513,663	0	0
Student Fees	3	2,625,601			2,625,601	2,633,601	1,909,946
Tuition	4	55,423,267			55,423,267	48,414,129	40,756,482
State Aid	5	22,586,466			22,586,466	21,560,295	27,187,979
Other State Aid	6	3,700,195	366,666		4,066,861	4,892,340	4,811,630
Federal Aid	7	7,988,974			7,988,974	12,232,636	6,747,674
Sales Service	8	94,000			94,000	627,654	720,691
Other	9	32,153,055	2,677,034		34,830,089	38,830,760	51,589,385
Proceeds from Certificates	10	0			0	0	0
<b>Total Resources</b>	<b>11</b>	<b>136,142,385</b>	<b>9,596,273</b>	<b>0</b>	<b>145,738,658</b>	<b>146,691,869</b>	<b>150,179,050</b>
<b>Expenditures:</b>							
Liberal Arts and Sciences	12	20,879,619			20,879,619	20,917,167	22,010,869
Vocational and Technical	13	34,293,040			34,293,040	35,671,250	25,498,557
Adult Education	14	8,810,515			8,810,515	9,390,102	9,354,781
Cooperative Programs/Services	15	24,502,616			24,502,616	22,024,447	18,803,647
Administration	16	3,530,882			3,530,882	3,531,736	3,492,665
Student Services	17	8,364,086			8,364,086	8,303,408	7,527,948
Learning Resources	18	2,964,474	11,356,058		14,320,532	2,958,299	2,879,426
Physical Plant	19	10,412,871			10,412,871	19,073,515	28,086,657
General Institution	20	27,512,943			27,512,943	22,801,685	30,792,682
<b>Total Expenditures</b>	<b>21</b>	<b>141,271,046</b>	<b>11,356,058</b>	<b>0</b>	<b>152,627,104</b>	<b>144,671,609</b>	<b>148,447,232</b>
<b>Resources minus Expenditures</b>	<b>22</b>	<b>(5,128,661)</b>	<b>(1,759,785)</b>	<b>0</b>	<b>(6,888,446)</b>	<b>2,020,260</b>	<b>1,731,818</b>
<b>Beginning Fund Balance</b>	<b>23</b>	<b>21,086,570</b>	<b>2,871,291</b>	<b>0</b>	<b>23,957,861</b>	<b>21,937,601</b>	<b>20,205,783</b>
<b>Ending Fund Balance</b>	<b>24</b>	<b>15,957,909</b>	<b>1,111,506</b>	<b>0</b>	<b>17,069,415</b>	<b>23,957,861</b>	<b>21,937,601</b>

Estimated Total Tax Rate per \$1000 Valuation

0.56008

ing first duly sworn on

*M. Miller*

and Tribune Company, and existing under the h its principal place of a, the publisher of

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REGISTER

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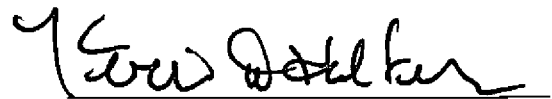
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**RESOLUTION ADOPTING PROPOSED BUDGETS  
FY 2011**

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

PASSED AND APPROVED this 8th day of March, 2010.

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

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors

ROLL CALL VOTE

Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
March 8, 2010

Porter Success Center  
800 Porter Avenue; Des Moines, Iowa

## Agenda

1. Call to order – Immediately following Public Hearing.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Rick Carpenter; Director, Program Development  
Rebecca Funke; Director, Library Resources
6. Consent Items.
  - a. Consideration of minutes from February 8, 2010 Budget Work Session, Public Hearing and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
7. Board Report 10-043. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Allied Handling Equipment Company**.
8. Board Report 10-044. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **MBS Genetics, LLC Project #2**.
9. Board Report 10-045. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Perfection Learning Corporation Project #4**.



10. Board Report 10-046. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee**.
11. Board Report 10-047. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Painter & Allied Trades Joint Apprenticeship and Training Committee**.
12. Board Report 10-048. Appointment of new DMACC Foundation Board of Directors.
13. Board Report 10-049. Revision of Des Moines Area Community College Board Policy Series 3000.
14. Board Report 10-050. DMACC Urban Campus Finishes 2010.
15. Board Report 10-051. 28E Agreement with the Heartland Area Education Agency for Intra-Campus Mail Delivery.
16. Presentation of financial report.
17. President's report.
18. Committee reports.
19. Board members' reports.
20. Information items:
  - March 10 – PTK Recognition Program; Des Moines Downtown Marriott; 5:30 p.m.
  - March 15-19 – Spring Break
  - April 12 – Board Meeting- Joint Meeting with Heartland AEA; Newton; 4:00 p.m.
  - April 17 – FFA Center Open House; Ankeny Campus; 10:00 a.m.-Noon
  - May 6 – Commencement for Ankeny, Newton, Urban and West campuses; Vets Auditorium; 7:00 p.m.
  - May 7 – Boone Commencement; 10:00 a.m.
  - May 10 – Carroll Commencement; Carroll Senior High School; 6:30 p.m.
21. Adjourn.

Board of Directors  
Des Moines Area Community College

REGULAR BOARD MEETING March 8, 2010	The regular meeting of the Des Moines Area Community College Board of Directors was held at the Porter Success Center on March 8, 2010. Board Vice Chair Kevin Halterman called the meeting to order at 4:16 p.m.
ROLL CALL	<p>Members present: Fred Buie, Jeff Hall, Kevin Halterman, Jim Knott, Cheryl Langston, Ben Norman, Madelyn Tursi.</p> <p>Members connected via telenet: Joe Pugel, Wayne Rouse.</p> <p>Others present: Robert Denson, President; Greg Martin, Board Treasurer; faculty and staff.</p>
CONSIDERATION OF TENTATIVE AGENDA	<p>Rouse moved; seconded by Norman to approve the tentative agenda as presented.</p> <p>Motion passed unanimously. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.</p>
PUBLIC COMMENTS	None.
PRESENTATIONS	<p>Rick Carpenter, Director of Program Development, presented an overview of the Success Center's programs.</p> <p>Rebecca Funke, Director of Library Resources, presented information on the College's SDV 228 Leadership Course.</p>
CONSENT ITEMS	<p>Langston moved; seconded by Norman to approve the consent items: a) Minutes from the February 8, 2010 Budget Work Session, Public Hearing and Regular Board Meeting; b) Human Resources Report (Attachment #1); and c) Payables (Attachment #2).</p> <p>Motion passed unanimously. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.</p>
APPROVE RETRAINING OR TRAINING AGREEMENTS	<p>Hall moved; seconded by Tursi to approve items #7-11 as one consent item.</p> <p>Motion passed on a roll call vote. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.</p>
<i>Allied Handling Equipment Company</i>	<u>Board Report 10-043.</u> Attachment #3. A resolution approving the form and content and execution and delivery of a retraining or training agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>Allied Handling Equipment Company</b> .

<i>MBS Genetics, LLC Project #2</i>	<u>Board Report 10-044.</u> Attachment #4. A resolution approving the form and content and execution and delivery of a retraining or training agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>MBS Genetics, LLC Project #2.</b>
<i>Perfection Learning Corporation Project #4</i>	<u>Board Report 10-045.</u> Attachment #5. A resolution approving the form and content and execution and delivery of a retraining or training agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>Perfection Learning Corporation Project #4.</b>
<i>Glaziers &amp; Glass Workers Local #1075 Joint Apprenticeship and Training Committee</i>	<u>Board Report 10-046.</u> Attachment #6. A resolution approving the form and content and execution and delivery of an apprenticeship training agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>Glaziers &amp; Glass Workers Local #1075 Joint Apprenticeship and Training Committee.</b>
<i>Painter &amp; Allied Trades Joint Apprenticeship and Training Committee</i>	<u>Board Report 10-047.</u> Attachment #7. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>Painter &amp; Allied Trades Joint Apprenticeship and Training Committee.</b>
APPOINTMENT OF DMACC FOUNDATION BOARD OF DIRECTORS	<u>Board Report 10-048.</u> Rouse moved; seconded by Knott recommending that the Board ratify the appointment of DMACC Foundation Board members Sally Courter, Ellen Gaucher, Wanda Goeppinger, Corine Hadley, Jim Henkel, S. Ahmed Merchant, Joe Smith, Dotty Thurston, Curtis VanVeldhuizen and John Wassenaar.
	Motion passed unanimously. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.
BOARD POLICY SERIES 3000	<u>Board Report 10-049.</u> The Board discussed recommended changes to Series 3000 Board policies. Implementation of any changes is deferred until all series have been submitted and approved.
DMACC URBAN CAMPUS FINISHES 2010	<u>Board Report 10-050.</u> Attachment #8. Knott moved; seconded by Norman recommending that the Board adopt a resolution setting April 12, 2010 at 4:00 p.m. as the Public Hearing Date and Adopting Proposed Plans and Specifications and Form of Contract and Estimated Costs for the DMACC Urban Campus Finishes 2010 Project.
	Motion passed on a roll call vote. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.
	Tursi moved; seconded by Norman recommending that the Board adopt a resolution setting April 8, 2010 at 2:00 p.m. as the date for the receipt of bids.
	Motion passed on a roll call vote. Aye-Buie, Hall, Halterman, Knott, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.

28E WITH HEARTLAND AEA

Board Report 10-051. Tursi moved; seconded by Langston recommending that the Board authorize the College President to execute a 28E Agreement on behalf of the College as it relates to the Heartland AEA delivering DMACC's intra-campus mail.

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

FINANCIAL REPORT

Doug Williams, Vice President, Business Services presented the February 2010 financial report as shown in Attachment #9 to these minutes.

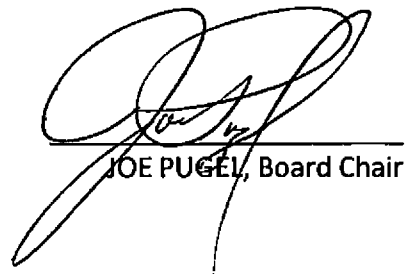
COMMITTEE REPORTS

None.

ADJOURN

Knott moved to adjourn; seconded by Norman.

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



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary



## ***BOARD REPORT***

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

Date: March 8, 2010

Page: 1

### AGENDA ITEM      Human Resources Report

#### BACKGROUND

There are no personnel actions to report at this time.

Date: 02/18/2010

List of checks over \$2,500.00

from 21-JAN-2010 to 17-FEB-2010

Time: 09:15 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Herrington Sign and D	507515	\$4,257.08	\$1,990.00	6322	Equip Replacement We	Materials & Supplies
			\$2,131.46	6120	Student Activities	Printing/Reproductio
			\$135.62	6322	Equip Replacement We	Materials & Supplies
ABC Virtual Communication	507517	\$5,000.00	\$5,000.00	6269	Office of Exec Dir,	Other Services
Armstrong Systems and Con	507530	\$7,293.87	\$7,293.87	6324	Recreation	Computer Software
Bailey's Excavating Inc	507540	\$10,780.00	\$10,780.00	6269	Physical Plant Opera	Other Services
Baker Group Corp.	507541	\$48,496.32	\$7,539.00	6090	Buildings Equipment	Maintenance/Repair o
			\$40,957.32	6090	Buildings Equipment	Maintenance/Repair o
BMI Broadcast Music Inc	507547	\$3,354.60	\$3,354.60	6269	Organization & Opera	Other Services
Check All Valve	507565	\$12,520.00	\$12,520.00	6269	Intl Valve/Check-All	Other Services
Cover New York	507574	\$11,400.00	\$10,800.00	6470	Fashion Management-D	Travel-Out of State
			\$600.00	6470	Perkins Professional	Travel-Out of State
DART	507578	\$5,378.32	\$2,737.99	6269	Office of Exec Dean,	Other Services
			\$2,640.33	6269	Office of Exec Dean,	Other Services
Digital Intelligence Inc.	507582	\$26,445.00	\$26,445.00	6323	Electronic Crime Ins	Minor Equipment
Digital Intelligence Syst	507583	\$2,829.70	\$2,829.70	6323	Equip Replacement St	Minor Equipment
Fischer Architects	507596	\$4,500.00	\$4,500.00	6012	Buildings Equipment	Architect's Fees
G Commerce Inc	507605	\$12,421.17	\$12,421.17	6269	GCommerce #3-Job Spe	Other Services
Graphic Edge	507612	\$3,353.15	\$1,517.16	6322	Baseball	Materials & Supplies
			\$318.84	6322	Baseball	Materials & Supplies
			\$1,517.15	6322	Baseball Booster Clu	Materials & Supplies
Hewlett Packard	507622	\$13,480.00	\$365.00	6325	Office of Dean, Heal	Computer Equipment

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Date: 02/18/2010

List of checks over \$2,500.00

from 21-JAN-2010 to 17-FEB-2010

Time: 09:15 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	507622	\$13,480.00	\$3,805.00	6325	Technical Update Equ	Computer Equipment
			\$7,610.00	6325	Web Based Instructio	Computer Equipment
			\$850.00	6325	Equip Replacement In	Computer Equipment
			\$850.00	6323	Data Processing	Minor Equipment
Higher One	507623	\$4,580.00	\$4,580.00	6269	Student ID Card Offi	Other Services
Ikon Office Solutions	507629	\$6,550.02	\$217.77	6060	Office of Exec Dean,	Maintenance/Repair o
			\$56.68	6060	Office of Dir, Stude	Maintenance/Repair o
			\$12.80	6060	High School Completi	Maintenance/Repair o
			\$9.19	6060	Information Systems	Maintenance/Repair o
			\$543.97	6060	Urban Copy Usage	Maintenance/Repair o
			\$11.40	6060	Enrollment Managemen	Maintenance/Repair o
			\$125.46	6060	Follett Bookstore	Maintenance/Repair o
			\$72.82	6060	Office of Dir, Finan	Maintenance/Repair o
			\$201.13	6060	Urban Copy Usage	Maintenance/Repair o
			\$89.50	6060	Organization & Opera	Maintenance/Repair o
			\$45.05	6060	Practical Nursing	Maintenance/Repair o
			\$2.65	6060	Enrollment Managemen	Maintenance/Repair o
			\$10.51	6060	Practical Nursing	Maintenance/Repair o
			\$159.00	6322	Duplicating Services	Materials & Supplies
			\$23.17	6060	Library Sales	Maintenance/Repair o
			\$819.46	6060	Non-Credit Civil Eng	Maintenance/Repair o
			\$396.23	6060	Dean, Business & Inf	Maintenance/Repair o
			\$380.96	6060	Adult Basic Educatio	Maintenance/Repair o
			\$150.55	6060	Practical Nursing	Maintenance/Repair o
			\$105.44	6060	Follett Bookstore	Maintenance/Repair o
			\$1,377.89	6060	Office of Exec Dean,	Maintenance/Repair o
			\$1,426.32	6060	Office of Exec Dean,	Maintenance/Repair o
			\$25.87	6060	Special Needs	Maintenance/Repair o
			\$30.74	6060	Office of Dean, Indu	Maintenance/Repair o
			\$77.82	6060	Heavy Diesel Equipme	Maintenance/Repair o
			\$38.91	6060	ASSET Auto/Ford	Maintenance/Repair o
			\$38.91	6060	Ford Motor Comp Trai	Maintenance/Repair o
			\$38.91	6060	Building Trades	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ikon Office Solutions	507629	\$6,550.02	\$23.98	6060	Office of Exec Dir,	Maintenance/Repair o
			\$36.93	6060	Youth at Risk - Anke	Maintenance/Repair o
Infomax Office Systems In	507630	\$4,569.52	\$4,090.00	6323	FFA-Technology Equip	Minor Equipment
			\$80.90	6060	Jasper County Career	Maintenance/Repair o
			\$180.00	6060	Office of Exec Dean,	Maintenance/Repair o
			\$137.22	6322	Dean, Business & Inf	Materials & Supplies
			\$48.45	6060	Electronic Crime Ins	Maintenance/Repair o
			\$32.95	6060	Graphic Design	Maintenance/Repair o
Iowa College Student Aid	507634	\$51,317.00	\$8,793.00	6269	State of Iowa Work S	Other Services
			\$42,524.00	6269	State of Iowa Work S	Other Services
Iowa Communications Netwo	507635	\$12,776.21	\$68.16	6150	Campus Communication	Communications
			\$7,411.68	6150	Campus Communication	Communications
			\$15.50	6150	Campus Communication	Communications
			\$531.60	6150	Campus Communication	Communications
			\$80.66	6150	Campus Communication	Communications
			\$12.97	6150	Campus Communication	Communications
			\$4,646.89	6150	Campus Communication	Communications
			\$8.75	6150	Campus Communication	Communications
Jacobson Companies	507642	\$49,666.44	\$20,886.38	6269	Jacobson Comp-Job Sp	Other Services
			\$28,780.06	6269	Jacobson Comp-Mgt/Su	Other Services
Jacobson Companies	507643	\$7,740.99	\$7,740.99	6269	Jacobson Comp-Job Sp	Other Services
Jasper Construction Servi	507644	\$9,614.93	\$9,614.93	6190	Physical Plant Newto	Utilities
Martin Brothers Distribut	507670	\$3,989.33	\$1,390.80	6511	Cafeteria	Purchases for Resale
			-\$72.71	6511	Cafeteria	Purchases for Resale
			\$957.50	6511	Cafeteria	Purchases for Resale
			\$1,713.74	6511	Cafeteria	Purchases for Resale
Megatech Corp	507680	\$41,818.00	\$14,935.01	6323	Program Development	Minor Equipment



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Megatech Corp	507680	\$41,818.00	\$26,882.99	6323	Equip Replacement In	Minor Equipment
MJ Distributing	507688	\$2,594.40	\$2,594.40	6930	Beverage Account	Other Current Expens
Okobji Wines	507704	\$5,930.30	\$5,930.30	6930	Beverage Account	Other Current Expens
Pioneer Hi Bred Internati	507711	\$46,907.58	\$1,610.68	6269	Pioneer Hi-Bred Intl	Other Services
			\$13,839.52	6269	Pioneer Hi-Bred Intl	Other Services
			\$11,574.63	6269	Pioneer Hi-Bred #5-T	Other Services
			\$1,447.89	6269	Pioneer Hi Bred Intl	Other Services
			\$18,434.86	6269	Pioneer Hi-Bred #5-M	Other Services
Pratt Audio Visual & Vide	507712	\$17,144.60	\$15,719.00	6323	Technical Update Equ	Minor Equipment
			\$1,425.60	6323	Equip Replacement Sc	Minor Equipment
Quick Fuel	507715	\$3,106.01	\$1,422.50	6420	Transportation Insti	Vehicle Materials an
			\$1,683.51	6420	Transportation Insti	Vehicle Materials an
Reinhart Foodservice	507735	\$3,110.68	\$1,012.42	6518	Hospitality Careers	Gourmet Dinners
			\$1,911.89	6518	Hospitality Careers	Gourmet Dinners
			\$186.37	6518	Hospitality Careers	Gourmet Dinners
Reliance Standard	507736	\$48,595.74	\$15,233.85	2254	Fund 1 General Ledge	Long Term Disability
			\$18,712.13	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$14,649.76	2253	Fund 1 General Ledge	Basic Life Insurance
Reserve Account	507737	\$50,000.00	\$50,000.00	6230	Mail Service	Postage and Expediti
Rochon Corporation of Iow	507741	\$23,366.20	\$13,543.20	7600	Ankeny Remodeling	Buildings and Fixed
			\$9,823.00	7600	Ankeny Remodeling	Buildings and Fixed
SAS Institute World Headq	507748	\$26,741.00	\$26,741.00	6265	Office of Exec Dir,	Software Service Agr
Tridaq	507766	\$2,800.00	\$2,800.00	6324	Dean, Business & Inf	Computer Software
VanWall Group	507774	\$14,219.63	\$14.80	6322	Dallas County Farm O	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
VanWall Group	507774	\$14,219.63	\$7,000.00	6322	Dallas County Farm O	Materials & Supplies
			\$7,000.00	6322	Dallas County Farm O	Materials & Supplies
			\$119.90	6322	Dallas County Farm O	Materials & Supplies
			\$75.23	6322	Dallas County Farm O	Materials & Supplies
			\$9.70	6322	Dallas County Farm O	Materials & Supplies
Vital Support Systems	507775	\$8,250.29	\$3,656.78	6323	Technical Update Equ	Minor Equipment
			\$4,593.51	6324	Technical Update Equ	Computer Software
Voom Technologies Inc	507776	\$4,875.00	\$4,875.00	6323	Electronic Crime Ins	Minor Equipment
Wellmark Health Plan of I	507780	\$761,050.07	\$761,050.07	2250	Fund 1 General Ledge	Health Insurance Pay
Xerox Corp	507783	\$6,272.51	\$4,110.78	6060	Duplicating Services	Maintenance/Repair o
			\$2,161.73	6060	Duplicating Services	Maintenance/Repair o
MidAmerican Energy Co	507796	\$22,219.60	\$2,089.04	6190	Utilities	Utilities
			\$44.48	6190	Utilities	Utilities
			\$3,017.65	6190	Utilities	Utilities
			\$1,528.61	6190	Utilities	Utilities
			\$1,469.22	6190	Utilities	Utilities
			\$1,366.30	6190	Utilities	Utilities
			\$5,171.12	6190	Utilities	Utilities
			\$1,344.70	6190	Utilities	Utilities
			\$4,229.59	6190	Utilities	Utilities
			\$1,569.41	6190	Utilities	Utilities
			\$40.70	6190	Utilities	Utilities
			\$10.00	6190	Utilities	Utilities
			\$338.78	6190	Utilities	Utilities
Iowa Communications Netwo	507814	\$5,191.58	\$1,562.82	6150	IES-Des Moines	Communications
			\$3,628.76	6150	IWD-Des Moines Offic	Communications
Office Max Inc	507820	\$2,986.53	\$386.27	6322	Newton-General Fund	Materials & Supplies
			\$59.43	6322	Newton-PJ Basic	Materials & Supplies

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Office Max Inc	507820	\$2,986.53	\$29.71	6322	Newton-TAA	Materials & Supplies
			\$57.82	6322	Ames-General Fund	Materials & Supplies
			\$10.32	6322	Ames-PJ Basic	Materials & Supplies
			\$110.90	6322	IWD-IES	Materials & Supplies
			\$359.98	6322	IWD-IES	Materials & Supplies
			\$602.18	6322	IWD-IES	Materials & Supplies
			\$649.13	6322	IWD-IES	Materials & Supplies
			\$568.32	6322	IWD-IES	Materials & Supplies
			\$5.84	6322	Des Moines-General F	Materials & Supplies
			\$3.90	6322	DSM-Wag-Pey	Materials & Supplies
			\$139.50	6322	Project Employment-C	Materials & Supplies
			\$3.23	6322	DSM-UI	Materials & Supplies
All Makes Office Interior	507880	\$49,864.91	\$9.06	6269	Curriculum & Schedul	Other Services
			\$1,926.19	6323	FFA-Furniture	Minor Equipment
			\$2,629.00	6322	FFA-Furniture	Materials & Supplies
			\$1,048.39	6322	FFA-Furniture	Materials & Supplies
			\$1,048.39	6322	FFA-Furniture	Materials & Supplies
			\$4,919.54	6322	FFA-Furniture	Materials & Supplies
			\$4,349.12	6322	FFA-Furniture	Materials & Supplies
			\$3,261.84	6322	FFA-Furniture	Materials & Supplies
			\$16,964.14	6323	FFA-Furniture	Minor Equipment
			\$2,352.39	6323	FFA-Furniture	Minor Equipment
			\$8,540.88	6322	FFA-Furniture	Materials & Supplies
			\$2,815.97	6323	FFA-Furniture	Minor Equipment
Alldata	507881	\$4,875.00	\$4,875.00	6324	Tech Prep Program #2	Computer Software
Alliant Energy	507882	\$7,044.46	\$5,034.59	6190	Utilities	Utilities
			\$2,009.87	6190	Utilities	Utilities
Associated Builders & Con	507889	\$19,375.51	\$19,375.51	6269	Apprenticeships 260F	Other Services
BCR	507894	\$5,000.00	\$5,000.00	6269	Equipment Replacemen	Other Services
Black Hills Energy	507898	\$3,175.72	\$3,175.72	6190	Physical Plant Newto	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Blackboard Inc	507899	\$6,840.36	\$6,200.00	6324	Web Based Instructio	Computer Software
			\$640.36	6265	Technical Update Equ	Software Service Agr
Business Furnishings and	507902	\$7,638.00	\$7,638.00	6322	Jasper County Career	Materials & Supplies
Central Iowa Sheet Metal	507910	\$32,029.00	\$32,029.00	6269	Apprenticeships 260F	Other Services
Certification Center	507911	\$6,875.00	\$6,875.00	6322	Continuing Ed, Healt	Materials & Supplies
Christian Photo Inc	507912	\$6,108.90	\$649.99	1550	Office of Controller	Prepaid Expenses
			\$1,757.90	1550	Office of Controller	Prepaid Expenses
			\$2,070.89	1550	Office of Controller	Prepaid Expenses
			\$291.20	1550	Office of Controller	Prepaid Expenses
			\$1,338.92	1550	Office of Controller	Prepaid Expenses
City of Boone	507914	\$5,031.08	\$186.96	6190	Utilities	Utilities
			\$265.41	6190	Utilities	Utilities
			\$181.35	6190	Utilities	Utilities
			\$4,397.36	6190	Boone Campus Housing	Utilities
Clear Channel Broadcastin	507915	\$6,646.00	\$50.00	6110	Office of Dir, Marke	Information Services
			\$600.00	6110	Office of Dir, Marke	Information Services
			\$100.00	6110	Office of Dir, Marke	Information Services
			\$900.00	6110	Office of Dir, Marke	Information Services
			\$150.00	6110	Office of Dir, Marke	Information Services
			\$1,116.00	6110	Office of Dir, Marke	Information Services
			\$1,444.00	6110	Office of Dir, Marke	Information Services
			\$144.00	6110	Office of Dir, Marke	Information Services
			\$1,218.00	6110	Office of Dir, Marke	Information Services
			\$168.00	6110	Office of Dir, Marke	Information Services
			\$168.00	6110	Office of Dir, Marke	Information Services
			\$588.00	6110	Office of Dir, Marke	Information Services
Constellation NewEnergy G	507917	\$43,958.58	\$43,958.58	6190	Utilities	Utilities
Daily Freeman Journal	507921	\$7,668.08	\$7,668.08	6930	Office of Dir, Marke	Other Current Expens

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Electronix Express	507933	\$4,903.75	\$4,903.75	6322	Equipment Replacemen	Materials & Supplies
FHEG Ankeny Bookstore #10	507937	\$16,998.52	\$155.25	6322	Dean, Business & Inf	Materials & Supplies
			\$1,823.05	6322	Office of Dean, Scie	Materials & Supplies
			\$923.02	6269	Miscellaneous Colleg	Other Services
			\$923.85	2019	Follett Bookstore	Accounts Payable Acc
			\$2,353.00	2019	Follett Bookstore	Accounts Payable Acc
			\$11.24	2019	Follett Bookstore	Accounts Payable Acc
			\$932.55	2019	Follett Bookstore	Accounts Payable Acc
			\$207.75	2019	Follett Bookstore	Accounts Payable Acc
			\$45.00	6322	Student Support Serv	Materials & Supplies
			\$6,807.50	6322	Jasper County Career	Materials & Supplies
			\$1.27	6322	Staff Development	Materials & Supplies
			\$86.25	6322	Graphic Arts	Materials & Supplies
			\$117.75	6322	Manufacturing Techno	Materials & Supplies
			\$59.95	6322	Office of Dean, Heal	Materials & Supplies
			\$35.60	6322	Aging Services Admin	Materials & Supplies
			\$112.51	6322	Medical Assistant	Materials & Supplies
			\$65.75	6322	Social/Behavioral Sc	Materials & Supplies
			\$1,737.25	6322	Program Development	Materials & Supplies
			\$2.63	6322	Business Office	Materials & Supplies
			\$4.38	6322	Student Services	Materials & Supplies
			\$8.99	6322	Business Administrat	Materials & Supplies
			\$2.39	6322	Communications	Materials & Supplies
			\$10.37	6322	Wellness Program - B	Materials & Supplies
			\$236.50	6322	Electrical Construct	Materials & Supplies
			\$7.26	6322	Office of Exec Dean,	Materials & Supplies
			\$27.72	6322	Student Services	Materials & Supplies
			\$128.75	6322	High School Equivale	Materials & Supplies
			\$27.00	6322	Mathematics & Scienc	Materials & Supplies
			\$23.25	6322	High School Completi	Materials & Supplies
			\$5.55	6322	Mathematics & Scienc	Materials & Supplies
			\$9.60	6322	Arts and Sciences	Materials & Supplies
			\$3.99	6322	Boone Athletic Depar	Materials & Supplies
			\$41.60	6322	Volleyball	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	507937	\$16,998.52	\$60.00	6322	Student Activities	Materials & Supplies
Fisher Scientific dba The	507938	\$12,947.90	\$12,947.90	7100	Equip Replacement Sc	Furniture, Machinery
Fitzgerald, Shawn	507939	\$13,299.00	\$445.00	6019	Office of Dir, Marke	Other Professional S
			\$412.50	6019	Office of Dir, Marke	Other Professional S
			\$445.00	6019	Office of Dir, Marke	Other Professional S
			\$1,340.00	6019	Office of Dir, Marke	Other Professional S
			\$9,552.50	6120	Office of Dir, Marke	Printing/Reproductio
			\$424.00	6019	Office of Dir, Marke	Other Professional S
			\$680.00	6019	Office of Dir, Marke	Other Professional S
Internet Solver Inc	507954	\$3,500.00	\$1,000.00	6150	Campus Communication	Communications
			\$2,500.00	6150	Campus Communication	Communications
Iowa Communications Netwo	507955	\$3,051.35	\$1,635.53	6269	Distance Learning	Other Services
			\$1,415.82	6150	Continuing Ed, Criti	Communications
Iowa Workforce Developmen	507960	\$33,212.46	\$33,212.46	5970	Unemployment	Unemployment Comp
Kabel Business Services	507964	\$9,477.00	\$9,477.00	2281	Fund 1 General Ledge	Unreimbursed Medical
KDSM TV	507966	\$4,998.00	\$4,998.00	6110	Office of Dir, Marke	Information Services
Laerdal Medical Corp	507970	\$4,310.86	\$4,310.86	6322	Practical Nursing	Materials & Supplies
Martin Brothers Distribut	507977	\$6,450.42	\$4,628.58	6511	Urban Cafeteria	Purchases for Resale
			\$222.88	6511	Urban Cafeteria	Purchases for Resale
			\$890.65	6511	Urban Cafeteria	Purchases for Resale
			\$708.31	6511	Urban Cafeteria	Purchases for Resale
MidAmerican Energy Co	507985	\$4,808.51	\$460.48	6190	Utilities	Utilities
			\$4,348.03	6190	Utilities	Utilities
Neesvigs Inc	507994	\$4,622.24	\$2,305.20	6322	Hotel/Restaurant Man	Materials & Supplies

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Neesvigs Inc	507994	\$4,622.24	\$122.18	6322	Hotel/Restaurant Man	Materials & Supplies
			\$67.20	6322	Hotel/Restaurant Man	Materials & Supplies
			\$135.62	6322	Hotel/Restaurant Man	Materials & Supplies
			\$847.44	6322	Hotel/Restaurant Man	Materials & Supplies
			\$167.60	6322	Hotel/Restaurant Man	Materials & Supplies
			\$15.30	6322	Hotel/Restaurant Man	Materials & Supplies
			\$871.77	6322	Hotel/Restaurant Man	Materials & Supplies
			\$89.93	6322	Hotel/Restaurant Man	Materials & Supplies
Oracle Corporation	508002	\$10,156.16	\$10,156.16	6324	Technical Update Equ	Computer Software
Remel Inc	508014	\$8,767.76	\$8,606.46	6322	Equip Replacement Sc	Materials & Supplies
			\$161.30	6322	Equip Replacement Sc	Materials & Supplies
Vital Support Systems	508033	\$17,313.00	\$17,313.00	6323	Technical Update Equ	Minor Equipment
Iowa Workforce Developmen	508064	\$13,495.35	\$13,495.35	6210	IES-Des Moines	Rental of Buildings
Iowa Workforce Developmen	508065	\$10,813.01	\$546.29	6322	IWD-IES	Materials & Supplies
			\$672.54	6322	IWD-Des Moines Offic	Materials & Supplies
			\$57.97	6322	DSM-Wag-Pey	Materials & Supplies
			\$179.43	6120	IWD-IES	Printing/Reproductio
			\$22.87	6150	DSM-NIC	Communications
			\$8,583.33	6030	IWD-IES	Custodial Services
			\$326.02	6150	Workforce Services	Communications
			\$152.07	6150	IWD-Des Moines Offic	Communications
			\$0.36	6230	Pella-General Fund	Postage and Expediti
			\$270.06	6150	DSM-DVOP	Communications
			\$2.07	6230	Newton-General Fund	Postage and Expediti
DMACC HEA	508088	\$6,054.04	\$6,054.04	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
All Makes Office Interior	508102	\$49,454.61	\$70.88	6323	Physical Plant Opera	Minor Equipment
			\$602.96	6322	FFA-Furniture	Materials & Supplies
			\$270.00	6322	FFA-Furniture	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
All Makes Office Interior	508102	\$49,454.61	\$4,855.73	6322	FFA-Furniture	Materials & Supplies
			\$21,827.52	6322	FFA-Furniture	Materials & Supplies
			\$21,827.52	6322	FFA-Furniture	Materials & Supplies
Alliant Energy	508103	\$39,430.96	\$3,875.22	6190	Utilities	Utilities
			\$1,478.16	6190	Physical Plant Newto	Utilities
			\$13,084.88	6190	Physical Plant Newto	Utilities
			\$20.42	6190	Utilities	Utilities
			\$9,649.05	6190	Utilities	Utilities
			\$11,253.33	6190	Boone Campus Housing	Utilities
			\$69.90	6190	Physical Plant Newto	Utilities
Baker and Taylor Books	508114	\$3,710.12	\$3,540.78	6310	Equip Replacement Li	Library Books
			\$72.28	6310	Equip Replacement Li	Library Books
			\$97.06	6310	Equip Replacement Li	Library Books
CDW Government Inc	508130	\$11,364.98	\$90.80	6323	ABE Book Sales	Minor Equipment
			\$8,746.59	6323	Equipment Replacemen	Minor Equipment
			\$52.76	6323	ABE Book Sales	Minor Equipment
			\$1,011.50	6323	ABE Book Sales	Minor Equipment
			\$1,463.33	6323	Newton Polytechnic E	Minor Equipment
DART	508145	\$2,798.90	\$2,798.90	6269	Office of Exec Dean,	Other Services
Davis Brown Koehn Shors a	508147	\$11,102.00	\$6,396.00	6013	Economic Development	Legal Fees
			\$4,706.00	6013	Office of Sr VP, Bus	Legal Fees
FHEG Ankeny Bookstore #10	508164	\$11,337.32	\$409.97	2019	Follett Bookstore	Accounts Payable Acc
			\$10,927.35	4027	Budgeted Revenue	Tuition Refund
G and S Office Machines L	508168	\$7,998.00	\$6,182.00	6060	WLAN Support	Maintenance/Repair o
			\$1,816.00	6322	WLAN Support	Materials & Supplies
Hewlett Packard	508183	\$4,656.82	\$3,897.82	6060	Information Systems	Maintenance/Repair o
			\$759.00	6325	Office of Coord, Cir	Computer Equipment



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Innovative Interfaces Inc	508191	\$4,000.00	\$4,000.00	6269	Library Automation	Other Services
Iowa Association of Munic	508194	\$16,294.00	\$16,294.00	6269	Apprenticeships 260F	Other Services
Iron Workers Local #67	508197	\$40,735.00	\$40,735.00	6269	Apprenticeships 260F	Other Services
JSTOR	508204	\$5,500.00	\$5,500.00	6269	Equipment Replacemen	Other Services
Martin Brothers Distribut	508215	\$11,897.97	\$191.97	6511	Urban Cafeteria	Purchases for Resale
			\$2,040.45	6511	Urban Cafeteria	Purchases for Resale
			\$924.95	6511	Urban Cafeteria	Purchases for Resale
			\$1,048.31	6511	Cafeteria	Purchases for Resale
			\$2,415.82	6511	Cafeteria	Purchases for Resale
			\$1,747.87	6511	Cafeteria	Purchases for Resale
			\$597.20	6511	Cafeteria	Purchases for Resale
			\$1,294.27	6511	Cafeteria	Purchases for Resale
			\$1,071.77	6511	Cafeteria	Purchases for Resale
Midwest Veterinary Supply	508223	\$5,351.81	-\$83.18	6511	Cafeteria	Purchases for Resale
			\$648.54	6511	Cafeteria	Purchases for Resale
			\$371.15	6322	Veterinary Technician	Materials & Supplies
			\$44.26	6322	Veterinary Technician	Materials & Supplies
			\$17.88	6322	Veterinary Technician	Materials & Supplies
			\$55.50	6322	Veterinary Technician	Materials & Supplies
			\$971.70	6322	Veterinary Technician	Materials & Supplies
			\$28.26	6322	Veterinary Technician	Materials & Supplies
			\$3,837.00	6323	Equip Replacement In	Minor Equipment
National Recoveries Inc	508225	\$3,392.91	\$26.06	6322	Veterinary Technician	Materials & Supplies
			\$3,392.91	6780	Office of Controller	Collection Agency Ex
Ohland Concrete Construct	508233	\$3,024.00	\$3,024.00	6090	Physical Plant Charg	Maintenance/Repair o
Omega Pharmacy First Medi	508234	\$3,359.24	\$2,415.78	6322	Practical Nursing	Materials & Supplies
			\$943.46	6322	Associates Degree Nu	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ProMounds Inc	508246	\$3,320.00	\$3,320.00	6323	Baseball	Minor Equipment
Quantum Products	508247	\$2,534.40	\$1,267.20	6322	Dental Hygiene	Materials & Supplies
			\$1,267.20	6322	Dental Assistant	Materials & Supplies
Ralph N Smith Inc	508262	\$4,202.00	\$3,985.00	6090	NSF-STEM Learning Co	Maintenance/Repair o
			\$217.00	6090	Buildings Equipment	Maintenance/Repair o
Securitas Security Servic	508271	\$26,861.24	\$9,364.65	6261	Office of the Dir, P	Contracted Security
			\$4,819.13	6261	Physical Plant Opera	Contracted Security
			\$10,758.70	6261	Office of the Dir, P	Contracted Security
			\$1,918.76	6261	Physical Plant Opera	Contracted Security
Snap On Industrial	508278	\$8,830.06	\$532.97	6322	ASSET Auto/Ford	Materials & Supplies
			\$4.39	1550	Office of Controller	Prepaid Expenses
			\$68.58	1550	Office of Controller	Prepaid Expenses
			\$17.87	1550	Office of Controller	Prepaid Expenses
			\$17.87	1550	Office of Controller	Prepaid Expenses
			\$17.87	1550	Office of Controller	Prepaid Expenses
			\$1,818.39	1550	Office of Controller	Prepaid Expenses
			\$1,175.93	1550	Office of Controller	Prepaid Expenses
			\$1,439.15	1550	Office of Controller	Prepaid Expenses
			\$11.64	1550	Office of Controller	Prepaid Expenses
			\$1,028.35	1550	Office of Controller	Prepaid Expenses
			\$17.87	1550	Office of Controller	Prepaid Expenses
			\$17.87	1550	Office of Controller	Prepaid Expenses
			\$263.22	1550	Office of Controller	Prepaid Expenses
			\$1,028.35	1550	Office of Controller	Prepaid Expenses
			\$1,369.74	1550	Office of Controller	Prepaid Expenses
Snyder and Associates Inc	508279	\$3,761.37	\$3,761.37	6015	Urban Campus Parking	Consultant's Fees
Sungard Higher Education	508291	\$21,780.00	\$180.00	6269	Information Systems	Other Services
			\$21,600.00	6265	Technical Update Equ	Software Service Agr
Swan Creek Cabinetry	508292	\$2,597.18	\$2,597.18	6090	Boone Snack Bar Expa	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Valley West Uniforms	508306	\$8,044.84	\$65.00	1550	Office of Controller	Prepaid Expenses
			\$94.00	1550	Office of Controller	Prepaid Expenses
			\$446.80	1550	Office of Controller	Prepaid Expenses
			\$65.00	1550	Office of Controller	Prepaid Expenses
			\$113.95	1550	Office of Controller	Prepaid Expenses
			\$82.72	1550	Office of Controller	Prepaid Expenses
			\$200.55	1550	Office of Controller	Prepaid Expenses
			\$487.85	1550	Office of Controller	Prepaid Expenses
			\$317.60	1550	Office of Controller	Prepaid Expenses
			\$490.30	1550	Office of Controller	Prepaid Expenses
			\$60.00	1550	Office of Controller	Prepaid Expenses
			\$418.81	1550	Office of Controller	Prepaid Expenses
			\$310.50	1550	Office of Controller	Prepaid Expenses
			\$59.42	1550	Office of Controller	Prepaid Expenses
			\$475.50	1550	Office of Controller	Prepaid Expenses
			\$69.40	1550	Office of Controller	Prepaid Expenses
			\$253.85	1550	Office of Controller	Prepaid Expenses
			\$210.00	1550	Office of Controller	Prepaid Expenses
			\$299.50	1550	Office of Controller	Prepaid Expenses
			\$48.00	1550	Office of Controller	Prepaid Expenses
			\$311.48	1550	Office of Controller	Prepaid Expenses
			\$177.36	1550	Office of Controller	Prepaid Expenses
			\$407.80	1550	Office of Controller	Prepaid Expenses
			\$215.70	1550	Office of Controller	Prepaid Expenses
			\$4.50	1550	Office of Controller	Prepaid Expenses
			\$98.20	1550	Office of Controller	Prepaid Expenses
			\$90.00	1550	Office of Controller	Prepaid Expenses
			\$393.45	1550	Office of Controller	Prepaid Expenses
			\$145.00	1550	Office of Controller	Prepaid Expenses
			\$428.40	1550	Office of Controller	Prepaid Expenses
			\$359.95	1550	Office of Controller	Prepaid Expenses
			\$114.50	1550	Office of Controller	Prepaid Expenses
			\$451.90	1550	Office of Controller	Prepaid Expenses
			\$277.85	1550	Office of Controller	Prepaid Expenses
Vantage Services	508307	\$2,601.00	\$2,601.00	6019	Iowa Energy Ctr Emer	Other Professional S

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	508309	\$2,503.72	\$53.44	6150	Associate Dean, Urba	Communications
			\$30.25	6150	Quality Assurance Tr	Communications
			\$53.19	6150	Academic Development	Communications
			\$10.15	6150	Career Pathways Prog	Communications
			\$56.59	6150	Office of Controller	Communications
			\$58.18	6150	Office of Dean, Heal	Communications
			\$53.19	6150	Office of Exec Dean,	Communications
			\$340.82	6150	Office of Dean, Scie	Communications
			\$63.48	6150	Office of Exec Dean,	Communications
			\$578.69	6150	Economic Development	Communications
			\$45.01	6150	FFA-Technology Equip	Communications
			\$115.44	6150	Office of Exec Dir,	Communications
			\$66.00	6150	Office of Dir, Marke	Communications
			\$55.23	6150	Office of the Dir, P	Communications
			\$146.38	6150	Special Needs	Communications
			\$59.74	6150	Office of Sr VP, Aca	Communications
			\$45.01	6150	Office of Sr VP, Bus	Communications
			\$53.19	6150	Office of VP, Info S	Communications
			\$53.19	6150	Web Based Instructio	Communications
			\$468.47	6150	WLAN Support	Communications
			\$118.38	6150	Youth at Risk - Anke	Communications
Vital Support Systems	508310	\$3,514.00	\$346.00	6322	Technical Update Equ	Materials & Supplies
			\$3,168.00	6150	Campus Communication	Communications
Office Max Inc	508388	\$3,550.61	\$52.03	6322	Promise Jobs-Trainin	Materials & Supplies
			\$3.63	6322	WIA-Dislocated Worke	Materials & Supplies
			\$0.80	6322	ARRA-Adult Program	Materials & Supplies
			\$4.85	6322	ARRA-Dislocated Work	Materials & Supplies
			\$90.51	6322	IWD-IES	Materials & Supplies
			\$177.04	6322	IWD-IES	Materials & Supplies
			\$305.94	6322	IWD-IES	Materials & Supplies
			\$174.93	6322	IWD-IES	Materials & Supplies
			\$537.81	6322	IWD-IES	Materials & Supplies
			\$24.76	6322	IWD-IES	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Office Max Inc	508388	\$3,550.61	\$302.12	6322	IWD-IES	Materials & Supplies
			\$215.78	6322	IWD-IES	Materials & Supplies
			\$196.88	6322	IWD-IES	Materials & Supplies
			\$931.93	6322	IWD-IES	Materials & Supplies
			\$2.04	6322	WIA-Adult	Materials & Supplies
			\$4.84	6322	DSM-Offender	Materials & Supplies
			\$108.32	6322	Perry-General Fund	Materials & Supplies
			\$416.40	6322	IWD-IES	Materials & Supplies
USA Staffing	508401	\$8,491.54	\$190.33	6019	DSM-Wag-Pey	Other Professional S
			\$1,713.02	6019	DSM-UI	Other Professional S
			\$185.43	6019	DSM-Wag-Pey	Other Professional S
			\$1,668.89	6019	DSM-UI	Other Professional S
			\$473.38	6019	DSM-Wag-Pey	Other Professional S
			\$4,260.49	6019	DSM-UI	Other Professional S
Active Metal Inc	508411	\$4,539.04	\$4,539.04	6323	Electronic Crime Ins	Minor Equipment
Agri Drain Corp	508414	\$6,733.38	\$417.20	6269	Agri Drain Corp #6-T	Other Services
			\$111.93	6269	Agri Drain Corp #6-M	Other Services
			\$6,204.25	6269	Agri Drain Corp #6-J	Other Services
Ahlers and Cooney PC	508415	\$7,010.50	\$6,482.00	6013	Office of Sr VP, Bus	Legal Fees
			\$528.50	6013	Office of Sr VP, Bus	Legal Fees
All Makes Office Interior	508417	\$5,480.72	\$1,524.06	6322	FFA-Furniture	Materials & Supplies
			\$999.77	6322	FFA-Furniture	Materials & Supplies
			\$925.24	6323	FFA-Furniture	Minor Equipment
			\$1,851.08	6322	FFA-Furniture	Materials & Supplies
			\$180.57	6323	FFA-Furniture	Minor Equipment
Alliant Energy	508418	\$5,205.32	\$4,389.42	6190	Utilities	Utilities
			\$503.61	6190	Building Rental for	Utilities
			\$312.29	6190	Baseball	Utilities
American Association of C	508419	\$15,775.00	\$15,775.00	6040	Other General Instit	Memberships

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ames Municipal Utilities	508421	\$2,861.36	\$2,861.36	6190	Utilities	Utilities
Badding Winker Partnershi	508428	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Budget Inn & Suites	508441	\$3,810.28	\$1,787.98	6321	Continuing Ed, 2 Day	Food
			\$2,022.30	6269	Continuing Ed, 2 Day	Other Services
Business Furnishings and	508443	\$41,425.00	\$41,425.00	6323	FFA-Furniture	Minor Equipment
Carmike Cinemas Inc	508446	\$3,510.00	\$3,510.00	6511	Ticket Sales	Purchases for Resale
City of Ankeny	508457	\$16,149.66	\$2,531.56	6190	Utilities	Utilities
			\$131.69	6190	Utilities	Utilities
			\$161.95	6190	Utilities	Utilities
			\$18.94	6190	Utilities	Utilities
			\$30.57	6511	611 NW Jackson Drive	Purchases for Resale
			\$46.02	6190	Utilities	Utilities
			\$60.08	6190	Utilities	Utilities
			\$29.77	6190	Utilities	Utilities
			\$244.69	6190	Physical Plant Opera	Utilities
			\$98.44	6190	Utilities	Utilities
			\$38.99	6190	Utilities	Utilities
			\$53.05	6190	Utilities	Utilities
			\$12,295.88	6190	Utilities	Utilities
			\$30.18	6190	Utilities	Utilities
			\$46.02	6190	Utilities	Utilities
			\$38.99	6190	Utilities	Utilities
			\$292.84	6190	Utilities	Utilities
Dept of Public Defense	508466	\$2,520.00	\$2,520.00	6269	Continuing Ed, 2 Day	Other Services
Evisions Inc	508480	\$8,076.00	\$8,076.00	6324	Information Systems	Computer Software
Excel Business Supplies	508481	\$10,136.78	\$264.15	6322	Dental Hygiene	Materials & Supplies
			\$92.57	6322	Office of Dean, Indu	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	508481	\$10,136.78	\$24.36	6322	Credentials	Materials & Supplies
			\$30.04	6322	Evening & Weekend	Materials & Supplies
			\$222.46	6322	Other General Instit	Materials & Supplies
			\$112.19	6322	Corrections-Newton	Materials & Supplies
			\$203.04	6322	United Way Cntrl IA/	Materials & Supplies
			\$115.09	6322	YouthBuild Project	Materials & Supplies
			\$95.19	6322	Adult Basic Educatio	Materials & Supplies
			\$35.42	6322	Assessment Center Se	Materials & Supplies
			\$290.50	6322	Associates Degree Nu	Materials & Supplies
			\$171.13	6322	Auto Service	Materials & Supplies
			\$50.54	6322	Call Center	Materials & Supplies
			\$195.77	6322	Office of Exec Dir,	Materials & Supplies
			\$4.29	6322	Communications	Materials & Supplies
			\$206.39	6322	Office of Controller	Materials & Supplies
			\$56.54	6322	Duplicating Services	Materials & Supplies
			\$991.67	6322	Dean, Business & Inf	Materials & Supplies
			\$542.06	6322	Office of Dean, Heal	Materials & Supplies
			\$377.63	6322	Office of Exec Dean,	Materials & Supplies
			\$564.49	6322	Office of Dean, Scie	Materials & Supplies
			\$49.23	6322	Office of Exec Dean,	Materials & Supplies
			\$353.57	6322	Office of Exec Dean,	Materials & Supplies
			\$70.48	6322	Dental Assistant	Materials & Supplies
			\$143.90	6322	Continuing Ed, 2 Day	Materials & Supplies
			\$211.91	6322	Economic Development	Materials & Supplies
			\$162.74	6322	High Tech Robotics	Materials & Supplies
			\$364.56	6322	Enrollment Managemen	Materials & Supplies
			\$50.99	6322	Graduation	Materials & Supplies
			\$171.79	6322	Hotel/Restaurant Man	Materials & Supplies
			\$57.42	6322	High School Completi	Materials & Supplies
			\$4.29	6322	Human Services	Materials & Supplies
			\$177.15	6322	Information Systems	Materials & Supplies
			\$56.95	6322	Library	Materials & Supplies
			\$571.51	6322	Mail Service	Materials & Supplies
			\$101.07	6322	Manufacturing Techno	Materials & Supplies
			\$288.70	6322	Office of Dir, Marke	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Excel Business Supplies	508481	\$10,136.78	\$9.99	6322	Motorcycle and Moped	Materials & Supplies
			\$184.62	6322	Non-Credit Civil Eng	Materials & Supplies
			\$31.00	6322	NLN Testing	Materials & Supplies
			\$85.54	6322	Practical Nursing	Materials & Supplies
			\$127.80	6322	On-site Wastewater T	Materials & Supplies
			\$5.06	6322	Office of the Dir, P	Materials & Supplies
			\$71.76	6322	Physical Plant Opera	Materials & Supplies
			\$293.54	6322	Program Development	Materials & Supplies
			\$16.41	6322	Office of Dir, Purch	Materials & Supplies
			\$35.16	6322	Student Records/Serv	Materials & Supplies
			\$139.51	6322	Story County Academy	Materials & Supplies
			\$79.96	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$346.00	6322	Student Services	Materials & Supplies
			\$830.74	6322	Student Services	Materials & Supplies
			\$107.47	6322	Office of Dir, Finan	Materials & Supplies
			\$17.84	6322	Office of Dir, Stude	Materials & Supplies
			\$60.87	6322	Surgical Technician	Materials & Supplies
			\$105.00	6322	WLAN Support	Materials & Supplies
			\$116.85	6322	Youth at Risk - Anke	Materials & Supplies
Fitzgerald, Shawn	508487	\$4,685.00	\$4,685.00	6019	LEAN Process Improve	Other Professional S
Global Total Office	508494	\$10,165.58	\$10,165.58	6378	NSF-STEM Learning Co	Materials/Supplies f
HERC-U-LIFT	508506	\$5,500.00	\$5,500.00	7100	Equip Replacement Ph	Furniture, Machinery
Integrity Technology Syst	508513	\$8,100.00	\$8,100.00	6269	Electronic Crime Ins	Other Services
Iowa Department of Transp	508518	\$2,866.15	\$2,799.00	6322	Transportation	Materials & Supplies
			\$67.15	6377	Transportation	Materials/Supplies f
Iowa Student Loan Liquid	508523	\$7,785.00	\$3,285.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
J J Keller and Associates	508527	\$2,560.21	\$2,560.21	6460	Transportation Insti	Other Materials and



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
McGraw Hill Companies	508547	\$14,474.15	\$14,474.15	6460	ABE Book Sales	Other Materials and
Medical Education Technol	508552	\$4,420.00	\$4,420.00	6269	St. Anthony's Medica	Other Services
MHC Systems	508555	\$5,147.20	\$5,147.20	6323	Tool Machinist	Minor Equipment
MidAmerican Energy Co	508556	\$29,706.88	\$229.62	6190	Building Rental for	Utilities
			\$1,161.60	6190	Utilities	Utilities
			\$28,315.66	6190	Utilities	Utilities
Midwest Coaches Inc	508558	\$5,320.00	\$2,660.00	6470	Story County Academy	Travel-Out of State
			\$2,660.00	6269	Program Development	Other Services
Neesvigs Inc	508568	\$5,270.57	\$112.92	6322	Hotel/Restaurant Man	Materials & Supplies
			\$184.53	6322	Hotel/Restaurant Man	Materials & Supplies
			\$127.08	6519	Bistro	College Inn
			\$1,260.67	6519	Bistro	College Inn
			\$95.69	6322	Hotel/Restaurant Man	Materials & Supplies
			\$1,151.97	6519	Bistro	College Inn
			\$63.54	6322	Hotel/Restaurant Man	Materials & Supplies
			\$53.57	6519	Bistro	College Inn
			\$155.85	6322	Hotel/Restaurant Man	Materials & Supplies
			\$117.16	6322	Hotel/Restaurant Man	Materials & Supplies
			\$1,947.59	6519	Bistro	College Inn
Neighborhood Resource Off	508569	\$2,863.00	\$2,863.00	6269	Continuing Ed, Trade	Other Services
Onity	508577	\$43,261.43	\$43,261.43	6378	Buildings Equipment	Materials/Supplies f
Securitas Security Servic	508599	\$16,399.81	\$10,006.47	6261	Office of the Dir, P	Contracted Security
			\$6,393.34	6261	Physical Plant Opera	Contracted Security
Storey Kenworthy	508608	\$4,510.00	\$4,510.00	6322	Jasper County Career	Materials & Supplies
Techni Tool	508611	\$2,545.20	\$2,545.20	6323	Electronic Crime Ins	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	508622	\$3,488.22	\$45.87	6150	Wellness	Communications
			\$833.00	6150	WLAN Support	Communications
			\$145.09	6150	Youth at Risk - Anke	Communications
			\$5.56	6150	WIA-Adult	Communications
			\$10.21	6150	WIA-Dislocated Worke	Communications
			\$1.86	6150	ARRA-Adult Program	Communications
			\$10.21	6150	ARRA-Dislocated Work	Communications
			\$18.56	6150	NEG-Whirlpool	Communications
			\$12.17	6150	IPT Regional Telecom	Communications
			\$76.64	6150	United Way Cntrl IA/	Communications
			\$6.21	6150	YouthBuild Project	Communications
			\$84.48	6150	Land Survey ACE Prog	Communications
			\$71.39	6150	Associates Degree Nu	Communications
			\$23.15	6150	Boone Campus Housing	Communications
			\$37.20	6150	Office of Exec Dir,	Communications
			\$106.06	6150	Office of Coord, Cir	Communications
			\$8.07	6150	Campus Communication	Communications
			\$9.49	6150	Campus Communication	Communications
			\$43.87	6150	Custodial	Communications
			\$12.97	6150	Data Processing	Communications
			\$17.08	6150	Office of Dean, Scie	Communications
			\$74.06	6150	Office of Exec Dean,	Communications
			\$9.25	6150	Office of Exec Dean,	Communications
			\$27.25	6150	Dental Assistant	Communications
			\$7.88	6150	Distance Learning	Communications
			\$303.33	6150	Economic Development	Communications
			\$188.94	6150	Enrollment Managemen	Communications
			\$79.06	6150	Evening & Weekend	Communications
			\$9.12	6150	Health Services	Communications
			\$17.14	6150	Office of Exec Dir,	Communications
			\$19.58	6150	Info Tech/Network Ad	Communications
			\$13.01	6150	Judicial Office	Communications
			\$61.06	6150	Motorcycle and Moped	Communications
			\$125.88	6150	Office of the Dir, P	Communications
			\$31.36	6150	Physical Plant Opera	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	508622	\$3,488.22	\$11.55	6150	Plant Operations, St	Communications
			\$7.16	6150	Physical Plant Opera	Communications
			\$46.70	6150	Physical Plant Opera	Communications
			\$321.29	6150	Program Development	Communications
			\$105.61	6150	Respiratory Therapy	Communications
			\$63.49	6150	Transportation Insti	Communications
			\$30.70	6150	Office of Sr VP, Bus	Communications
			\$62.72	6150	Office of Exec Dean,	Communications
			\$67.85	6150	Office of Exec Dir,	Communications
			\$167.59	6150	Office of VP, Commnt	Communications
			\$38.85	6150	Hub Entertainment	Communications
			\$32.97	6150	Building Trades Hous	Communications
VanWall Group	508626	\$10,500.00	\$10,500.00	7100	Equip Replacement Ph	Furniture, Machinery
Walman Optical Co	508630	\$11,326.80	\$11,326.80	6323	Optometric/Ophthalmi	Minor Equipment
Wells Fargo Educational F	508633	\$23,426.00	\$2,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$5,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,444.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$1,757.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$4,500.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$2,225.00	1494	Fund 1 General Ledge	Partnership Loan Pro
DMACC HEA	508692	\$6,117.74	\$6,117.74	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
ABC Virtual Communication	508706	\$5,000.00	\$5,000.00	6269	Office of the Presid	Other Services
All Makes Office Interior	508712	\$5,793.90	\$1,449.16	6322	FFA-Furniture	Materials & Supplies
			\$589.06	6323	FFA-Furniture	Minor Equipment
			\$2,730.30	6323	FFA-Furniture	Minor Equipment
			\$365.47	6323	FFA-Furniture	Minor Equipment
			\$265.00	6322	Information Systems	Materials & Supplies
			\$394.91	6322	FFA-Furniture	Materials & Supplies

Date: 02/18/2010

List of checks over \$2,500.00

from 21-JAN-2010 to 17-FEB-2010

Time: 09:15 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Associated Builders & Con	508723	\$17,885.09	\$17,885.09	6269	Apprenticeships 260F	Other Services
BASE	508732	\$15,350.69	\$10,153.69	6269	Benefit Admin Self E	Other Services
			\$5,197.00	6269	Benefit Admin Self E	Other Services
Budget Inn & Suites	508748	\$5,511.79	\$1,204.94	6321	Continuing Ed, 2 Day	Food
			\$1,540.80	6269	Continuing Ed, 2 Day	Other Services
			\$1,321.55	6321	Continuing Ed, 2 Day	Food
			\$1,444.50	6269	Continuing Ed, 2 Day	Other Services
C & L Companies, Inc	508749	\$12,465.65	\$12,465.65	6269	C&L Companies-Job Sp	Other Services
Central Iowa Energy	508760	\$8,875.21	\$8,875.21	6269	Central Iowa Energy-	Other Services
Clear Channel Broadcastin	508765	\$2,600.00	\$2,450.00	6110	Office of Dir, Marke	Information Services
			\$150.00	6110	Office of Dir, Marke	Information Services
Clear Channel Outdoor Inc	508766	\$21,800.00	\$2,000.00	6110	Office of Dir, Marke	Information Services
			\$19,800.00	6110	Office of Dir, Marke	Information Services
Denman and Co LLP	508784	\$15,500.00	\$15,500.00	6011	Office of Sr VP, Bus	Auditor's Fees
Energy Systems Engineerin	508803	\$16,636.32	\$16,636.32	6015	Iowa Energy Ctr Ener	Consultant's Fees
Expense Reduction Analyst	508806	\$3,171.35	\$3,171.35	6030	Custodial	Custodial Services
Farner Bocken Co	508810	\$5,942.67	\$1,127.20	6511	Snack Bar - Boone	Purchases for Resale
			\$788.25	6511	Snack Bar - Boone	Purchases for Resale
			-\$7.46	6511	Snack Bar - Boone	Purchases for Resale
			-\$21.36	6511	Snack Bar - Boone	Purchases for Resale
			\$627.88	6511	Snack Bar - Boone	Purchases for Resale
			\$2,389.98	6511	Cafeteria	Purchases for Resale
			\$1,038.18	6511	Snack Bar - Boone	Purchases for Resale
FBG Service Corporation	508812	\$37,583.04	\$2,010.00	6030	Maytag Leased Space	Custodial Services

Date: 02/18/2010

List of checks over \$2,500.00

from 21-JAN-2010 to 17-FEB-2010

Time: 09:15 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FBG Service Corporation	508812	\$37,583.04	\$2,010.00	6030	Physical Plant Opera	Custodial Services
			\$19,687.01	6030	Custodial	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
			\$1,151.99	6030	Physical Plant Opera	Custodial Services
			\$549.79	6030	Maytag Leased Space	Custodial Services
			\$234.25	6030	Physical Plant Opera	Custodial Services
Fischer Architects	508814	\$10,878.45	\$7,120.95	6012	Buildings Equipment	Architect's Fees
			\$3,757.50	6012	Equipment Replacemen	Architect's Fees
General Mills	508826	\$9,265.00	\$21.20	6269	General Mills #2-Trn	Other Services
			\$9,243.80	6269	General Mills #2-Job	Other Services
Geneva Scientific LLC	508827	\$3,880.00	\$3,880.00	6323	Electronic Crime Ins	Minor Equipment
Herald Publishing Co	508839	\$3,455.04	\$3,336.00	6110	Office of Dir, Marke	Information Services
			\$119.04	6110	Office of Dir, Marke	Information Services
Hewlett Packard	508840	\$3,062.44	\$2,626.44	6060	Technical Update Equ	Maintenance/Repair o
			\$436.00	6322	Technical Update Equ	Materials & Supplies
Iowa Association of Commu	508849	\$4,649.47	\$4,649.47	6269	Office of the Presid	Other Services
Iowa Communications Netwo	508850	\$2,889.10	\$1,999.49	6269	Distance Learning	Other Services
			\$202.26	6150	Continuing Ed, Criti	Communications
			\$78.35	6269	Adult Basic Educatio	Other Services
			\$609.00	6269	Distance Learning	Other Services
Iowa Cubs	508851	\$5,000.00	\$5,000.00	6110	Office of Dir, Marke	Information Services
Iowa Developmental Disabi	508852	\$5,279.50	\$5,279.50	6269	Continuing Ed, Healt	Other Services
Iowa Foundation for Medic	508853	\$10,361.00	\$10,361.00	6269	IA Foundation Med Ca	Other Services

Date: 02/18/2010

List of checks over \$2,500.00

from 21-JAN-2010 to 17-FEB-2010

Time: 09:15 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Newspaper Associatio	508854	\$5,500.00	\$5,500.00	6269	Customized Newspaper	Other Services
Iowa State Fair	508857	\$4,484.00	\$4,484.00	6322	Office of Dir, Marke	Materials & Supplies
Jasper Construction Servi	508860	\$4,435.61	\$4,435.61	6100	Physical Plant Opera	Maintenance of Groun
John Deere Credit	508862	\$65,914.45	\$58,221.69	6269	Deere Credit #9-Trai	Other Services
			\$7,692.76	6269	Deere Credit #9-Job	Other Services
John Deere Des Moines Wor	508863	\$72,122.00	\$72,122.00	6269	John Deere DSM #4-Jo	Other Services
Local #21 Apprenticeship	508885	\$17,992.00	\$17,992.00	6269	Apprenticeships 260F	Other Services
Mardock Drafting Services	508889	\$2,782.50	\$2,782.50	6015	Buildings Equipment	Consultant's Fees
Martin Brothers Distribut	508891	\$7,653.02	\$919.60	6511	Cafeteria	Purchases for Resale
			\$1,899.94	6511	Cafeteria	Purchases for Resale
			\$1,968.47	6511	Cafeteria	Purchases for Resale
			\$1,885.77	6511	Cafeteria	Purchases for Resale
			\$979.24	6511	Cafeteria	Purchases for Resale
MidAmerican Energy Co	508900	\$25,316.90	\$3,605.62	6190	Utilities	Utilities
			\$10.00	6190	Utilities	Utilities
			\$3,405.41	6190	Physical Plant Opera	Utilities
			\$5,535.67	6190	Utilities	Utilities
			\$4,206.73	6190	Utilities	Utilities
			\$1,630.79	6190	Utilities	Utilities
			\$1,520.27	6190	Utilities	Utilities
			\$1,805.10	6190	Utilities	Utilities
			\$63.66	6190	Utilities	Utilities
			\$36.90	6190	Utilities	Utilities
			\$387.09	6190	Utilities	Utilities
			\$776.98	6190	Physical Plant Opera	Utilities
			\$2,332.68	6190	Utilities	Utilities
MJ Distributing	508904	\$3,516.70	\$3,067.35	6930	Beverage Account	Other Current Expens

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Des Moines Area Comm College  
List of checks over \$2,500.00 from 21-JAN-2010 to 17-FEB-2010

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MJ Distributing	508904	\$3,516.70	\$449.35	6322	Hotel/Restaurant Man	Materials & Supplies
National Curriculum & Tra	508910	\$12,531.95	\$12,531.95	6520	Driver Improvement B	Purchases for Resale
Paper Corporation	508925	\$19,899.60	\$19,899.60	6511	Duplicating Services	Purchases for Resale
Parkway Concepts Inc	508928	\$7,943.41	\$7,943.41	6269	Grants and Contracts	Other Services
Purcell Printing and Grap	508943	\$2,793.65	\$80.20	6322	Office of Controller	Materials & Supplies
			\$80.19	6322	Student Support Serv	Materials & Supplies
			\$80.19	6322	Office of the Dir, P	Materials & Supplies
			\$80.19	6322	Office of Dean, Scie	Materials & Supplies
			\$80.19	6322	Transportation Insti	Materials & Supplies
			\$80.19	6322	Veterinary Technician	Materials & Supplies
			\$80.19	6322	Academic Development	Materials & Supplies
			\$265.13	6120	Student Records/Serv	Printing/Reproductio
			\$265.14	6120	Enrollment Managemen	Printing/Reproductio
			\$80.20	6322	Women's Cross Countr	Materials & Supplies
			\$169.84	6322	Student Support Serv	Materials & Supplies
			\$91.16	6322	Agri Business	Materials & Supplies
			\$91.14	6322	Graphic Arts	Materials & Supplies
			\$91.14	6322	Health Services	Materials & Supplies
			\$91.14	6322	Skiff Medical Center	Materials & Supplies
			\$91.14	6322	Student Support Serv	Materials & Supplies
			\$91.14	6322	Office of Exec Dean,	Materials & Supplies
			\$91.14	6322	Special Needs	Materials & Supplies
			\$612.60	6120	Alumni Association	Printing/Reproductio
			\$41.00	6120	Office of Dir, Stude	Printing/Reproductio
			\$80.20	6322	Veterinary Technician	Materials & Supplies
			\$80.20	6322	Agri Business	Materials & Supplies
Quality Attributes Softwa	508944	\$6,010.25	\$6,010.25	6269	Quality Attributes S	Other Services
RDG Planning and Design	508962	\$9,644.76	\$9,644.76	6012	Whirlpool Buildings	Architect's Fees
Record Printing Company	508963	\$3,580.40	\$3,580.40	6269	Record Printing #4-J	Other Services

Date: 02/18/2010

List of checks over \$2,500.00

from 21-JAN-2010 to 17-FEB-2010

Time: 09:15 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Reliance Standard	508967	\$48,359.53	\$14,567.31	2253	Fund 1 General Ledge	Basic Life Insurance
			\$15,111.69	2254	Fund 1 General Ledge	Long Term Disability
			\$18,680.53	2255	Fund 1 General Ledge	Misc Insurances Paya
Remel Inc	508968	\$3,476.74	\$83.12	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$2,168.57	6322	Equip Replacement Sc	Materials & Supplies
			\$1,225.05	6322	Equip Replacement Sc	Materials & Supplies
Rist and Associates Inc	508970	\$9,300.00	\$5,602.05	6377	Buildings Equipment	Materials/Supplies f
			\$3,697.95	6377	Buildings Equipment	Materials/Supplies f
Rochon Corporation of Iow	508972	\$138,436.75	\$24,973.04	7600	Ankeny Remodeling	Buildings and Fixed
			\$113,463.71	7600	Ankeny Remodeling	Buildings and Fixed
Siemens Industry Inc	508986	\$9,537.00	\$9,537.00	6060	Mechanical Maintenanc	Maintenance/Repair o
Sigmanet	508988	\$6,950.22	\$3,475.11	6323	Electronic Crime Ins	Minor Equipment
			\$3,475.11	6323	Electronic Crime Ins	Minor Equipment
Sysco Food Services of Io	509002	\$33,335.44	\$33,335.44	6269	SYSCO Food of IA-Job	Other Services
Vantage Services	509017	\$3,264.00	\$3,264.00	6019	Iowa Energy Ctr Ener	Other Professional S
Video Conference Store	509021	\$3,830.00	\$3,830.00	6323	FFA-Technology Equip	Minor Equipment
Vital Support Systems	509022	\$235,954.00	\$235,954.00	6323	Technical Update Equ	Minor Equipment
Waste Mgmt of Iowa Corp.	509026	\$3,967.09	\$340.40	6030	Physical Plant Opera	Custodial Services
			\$3,355.13	6030	Custodial	Custodial Services
			\$117.06	6030	Physical Plant Opera	Custodial Services
			\$154.50	6030	Physical Plant Opera	Custodial Services
Wellmark Health Plan of I	509028	\$750,881.72	\$755,218.82	2250	Fund 1 General Ledge	Health Insurance Pay
			\$4,337.10	2250	Fund 1 General Ledge	Health Insurance Pay



REPORT TOTAL

\$4,286,444.22

Des Moines, Iowa  
March 8, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of March, 2010, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:


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

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

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

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND ALLIED HANDLING EQUIPMENT 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 Allied Handling Equipment 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 \$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 8th day of March, 2010.

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

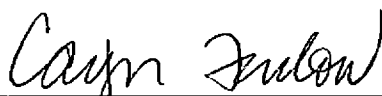
ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 8, 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 8th day of March, 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 March 8, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Allied Handling Equipment Company, Ankeny, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## **ARTICLE I REPRESENTATIONS**

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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



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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII MISCELLANEOUS

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

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: Allied Handling Equipment Company

2401 S.E. Tones Drive

Ankeny, Iowa 50021

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

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

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

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

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

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

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

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

Des Moines Area Community College  
Community College

Allied Handling Equipment Company  
Business

  
Authorized Signature

  
Authorized Signature

Kevin Heffernan, Board Vice Chair  
Type Name and Title

Michael B. Romano, President/CEO  
Type Name and Title

  
Email Address

2006 South Ankeny Blvd.

2401 SE Tones Drive

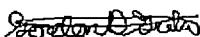
Ankeny, IA 50023  
Address

Ankeny, IA  
Address

3-8-10  
Date

2/1/10  
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



**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Allied Handling Equipment Company  
Project #1**

May 20, 2009

**Training Plan and Budget  
For  
Allied Handling Equipment Company  
260F Project**

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

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$29,650</b>	<b>\$21,250</b>

Specific Job Skill Training is needed for all Allied Handling employees. Training will keep both new and current employees up to date on changing and new technologies as well as office systems. DMACC and/or other vendors will provide training that may include, but is not limited to job skill training in the following areas:

- Dealer Basics
- 7000 Series AC Reach
- Easi Reach & Easi Orderpicker
- SwingReach Transtacker Series
- Automotion Conveyor Training
- Internat Combustion Engine Training
- AC Sit-down Counterbalanced Models 4400 & 4700 Series
- AC Orderpicker Series
- Technician Documentation Training
- IRUM/Goldmine Training

A detailed training outline is attached.

<b>II. Management/Supervisory Skills</b>	<b>\$0</b>	<b>\$0</b>
<b>III. Materials and Supplies</b>	<b>\$0</b>	<b>\$0</b>

<b>IV. Administrative Costs</b>	<b>\$ 3,750</b>	<b>\$3,750</b>
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DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

<b>Total</b>	<b>\$33,400</b>	<b>\$25,000</b>
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The training began May 20, 2009 with completion anticipated by May 20, 2011. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 20 unduplicated employees and will show, at the completion of the contract, \$8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.



6. TRAINING PLAN

I. Training start date. May 20, 2009

II. Training end date. May 20, 2011

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

III. TOTAL UNDUPLICATED number of employees to be trained. 20

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
Technician Training	\$23,720	15	VALUE OF WAGES & BENEFITS: \$25,168
Office Systems Training	\$ 5,930	5	VALUE OF FACILITIES:
			VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES: \$ 3,000
			OTHER:
			TOTAL IN-KIND MATCH \$28,168
TOTAL TRAINING COST	\$29,650		

Total Training Cost	\$29,650.00
Admin. Costs +	\$3,750.00
Total Project Cost equals	\$33,400.00
Company Cash Match *	\$8,400.00
IDED Award Amount equals (Maximum Award \$25,000)	\$25,000.00

Business contribution above minimum program match? ☐ Yes ☒ No

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

Des Moines, Iowa  
March 8, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of March, 2010, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

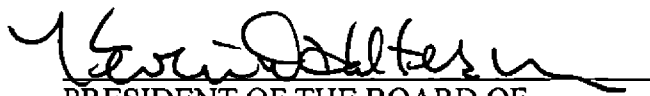
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

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

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND MBS GENETICS, L.L.C.**

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

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

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

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

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

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

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

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

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

Passed and approved this 8th day of March, 2010.

  
President of the Board of Directors

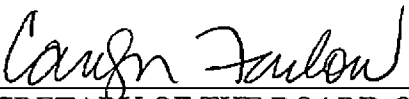
ATTEST:

  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 8, 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 8th day of March, 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 March 8, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and MBS Genetics, L.L.C., Story City, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## **ARTICLE I REPRESENTATIONS**

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; FEES**

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

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

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



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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: MBS Genetics, LLC

225 West 1<sup>st</sup> St.

Story City, IA 50248

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College



Authorized Signature

Kevin Hulten, Board Vice Chair

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

3-8-10

Date

MBS Genetics, LLC

Business



Authorized Signature

Scott Saienga, Production Manager

Type Name and Title

ssaienga@mbsgenetics.com

Email Address

225 West 1st Street

Story City, IA 50248

Address


2/02/2010

Date

260F-4 (03/00)

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



**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**MBS Genetics, L.L.C.  
Project #2**

February 1, 2010

**Training Plan And Budget  
For  
MBS Genetics, Inc.**

**260F Project #2**

The following Training Plan reflects the expected training activities for MBS Genetics. 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.

	<b>Total Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$22,650</b>	<b>\$19,250</b>
The following activities are intended to assist employees of MBS Genetics to improve their knowledge and practice of ISO, Computer Skills, Leadership skills, Professional Skill Development, Sales and Customer Service, Quality training, Continuous Improvement, and Safety skills:		
<ul style="list-style-type: none"><li>Classes, seminars, and training for ISO training. May include Auditor Training as well as Root Cause Analysis.</li><li>Computer Skills training to be provided by DMACC and/or outside vendors. May include Microsoft products training as well as business-specific software training.</li><li>Classes, seminars, and training for Professional Skill Development. May include tuition reimbursement for college classes, communication skills, project management, time management, coaching and counseling, and/or negotiation skills.</li></ul>		

## MBS Genetics (continued)

- Classes, seminars, and training to be provided in Sales and Customer Service. May include Service Plus, Sales Training, and other topics related to gaining and retaining customers.
- DMACC and/or outside vendors to provide safety related training to help MBS Genetics promote a safe work environment. May include OSHA training.
- DMACC and/or outside vendors to provide Continuous Improvement training. May include Lean Operations, Workplace Lean, and/or Kaizen.

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	Total Cost	260F Cost
<b>II. Supervisory Skills</b>	<b>\$7,000</b>	<b>\$2,000</b>
• Classes, seminars, and training to develop the organization's leadership. Providers of training may include DMACC and/or other outside vendors. Training may include, but is not limited to, presentation skills, listening skills, negotiation skills, conflict management skills, communication skills, time management, project management, coaching and counseling, strategic planning and/or leadership development.		
<p>A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or MBS Genetics' cash match.</p>		
<b>IV. DMACC Project Management Fee</b>		
	<b>\$ 3,750</b>	<b>\$ 3,750</b>
<b>Totals:</b>	<b>\$33,400</b>	<b>\$25,000</b>

Training will begin on November 1, 2009 with completion anticipated for November 1, 2011. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.



## 6. TRAINING PLAN

I. Training start date. 2/1/2010

II. Training end date. 2/1/2012

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

III. **TOTAL UNDUPLICATED** number of employees to be trained. 12

### 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 trainee 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
ISO Training	\$7,000	12	VALUE OF WAGES & BENEFITS: \$30,240
Safety Training	\$5,000	12	VALUE OF FACILITIES:
Management Training	\$7,000	5	VALUE OF EQUIPMENT:
Computer Skills Training	\$3,000	5	VALUE OF SUPPLIES:
Professional Skill Development	\$3,000	5	OTHER:
Sales and Customer Service Training	\$2,000	5	TOTAL IN-KIND MATCH \$30,240
Continuous Improvement Training	\$2,650	12	
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

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

Business contribution above minimum program match? ☒ Yes ☐ No

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

Des Moines, Iowa  
March 8, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of March, 2010, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:


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

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

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

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

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

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND PERFECTION LEARNING CORPORATION**

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

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

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

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

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

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

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

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

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

Passed and approved this 8th day of March, 2010.

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

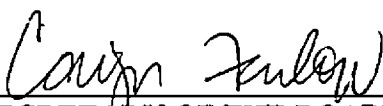
ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 8, 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 8th day of March, 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 March 8, 2010 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Perfection Learning Corporation, Urbandale, 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 50021

Employer: Perfection Learning Corporation

10520 New York Ave.

Urbandale, IA 50322

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

Perfection Learning Corporation

Business

Kevin Hatterman

Authorized Signature

Barbara L. Oliver

Authorized Signature

Kevin Hatterman, Board Vice Chair

Type Name and Title

Barbara L. Oliver, Dir. of Human Resources

Type Name and Title

boliver@logan.plconline.com

Email Address

2006 South Ankeny Blvd.

105220 New York Ave.

Ankeny, IA 50021

Address

Urbandale, IA 50322

Address

3-8-10

Date

2/3/2010

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

Barbara L. Oliver

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Perfection Learning Corporation  
Project #4**

September 22, 2009

**Training Plan and Budget  
For  
Perfection Learning Corporation**

**260F Project 4**

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

	<b>Cost</b>	<b>260F Cost</b>
I.     Job Skill Training	\$23,588	\$16,750

**Computer Skills**

The training may instruct employees on computer software and computer systems. Computer skills training may include, but is not limited to, Adobe, Web Design, and technology integration.

**Educational Practices**

Training may include "The Art of the Picture Book" and "Lessons that Change Writers".

**Professional and Technical Development**

The company may send employees to technical or professional training. The training may include, but is not limited to, seminars, workshops, credit courses and continuing education courses.

II.     Management Supervisory	\$5,000	\$3,750
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.    Materials and supplies	\$1,000	\$750
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Learning resources may be purchased for the training library.

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
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Training will begin in September 2009 with completion anticipated September 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. 9-22-09

II. Training end date. 9-22-11

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

III. **TOTAL UNDUPLICATED** number of employees to be trained. 7

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc.

**Do not include employee wages.** Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
job skill training	\$23,588.00	7	VALUE OF WAGES & BENEFITS: \$4,200.00
management/supervisory	\$5,000.00		VALUE OF FACILITIES:
materials and supplies	\$1,000.00		VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$4,200.00
TOTAL TRAINING COST			

Total Training Cost	\$29588.00
Admin. Costs +	\$3,750.00
Total Project Cost equals	\$33,338.00
Company Cash Match *	\$8,338.00
IDED Award Amount equals (Maximum Award \$25,000)	\$25,000.00

Business contribution above minimum program match? ☒ Yes ☐ No

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

Des Moines, Iowa  
March 8, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of March, 2010, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee. 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 Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee." 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input 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 GLAZIERS & GLASS WORKERS LOCAL #1075 JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

**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 Glaziers & Glass Workers Local #1075 Joint Apprenticeship and Training Committee (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 \$15,000; 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.

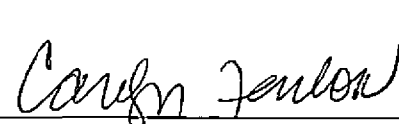
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 8th day of March, 2010.

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

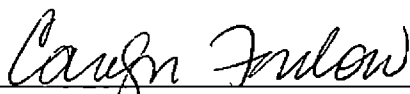
ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 8, 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 8th day of March, 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 of 7/06/09 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Glaziers & Glass Workers Local #1075 JATC, 5738 NW 2<sup>ND</sup> St., Des Moines, IA 50313, (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's operations. The Applicant also agrees to complete a follow-up report one year after the completion of training to determine whether the Applicant's 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 \$15,000.00 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: Glaziers & Glass Workers #1075 JATC

5738 NW 2<sup>nd</sup> St. Des Moines,

Des Moines, Iowa 50313

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

*Kevin Halterman*

Authorized Signature

*Kevin Halterman, Board Vice Chair*

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

*3-8-10*

Date

Glaziers & Glass Workers #1075 JATC

Applicant

*Larry W. Grafton*

Authorized Signature

Larry Grafton, Business Manager

Type Name and Title

5738 NW 2<sup>nd</sup> St.

Des Moines, IA 50313

Address

*2-15-10*

~~02/10/2010~~

Date

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Glaziers & Glass Workers Local #1075  
Joint Apprenticeship and Training Committee**

September 19, 2009

## 6. TRAINING PLAN

I. Training start date. 9/19/09

II. Training end date. 6/05/10

III. TOTAL UNDUPLICATED number of apprentice 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 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
Glaziers 1 <sup>st</sup> year (see attached outline)	\$6,407	5	144 hrs.
Glaziers 2 <sup>nd</sup> year (see attached outline)	\$6,407	5	144 hrs.
Glaziers 3 <sup>rd</sup> year (see attached outline)	\$3,844	3	144 hrs.
Glaziers 4 <sup>th</sup> year (see attached outline)	\$2,562	2	144 hrs.
		15	
<b>TOTAL TRAINING COST</b>	<b>19,220</b>		

<b>Total Training Cost</b>	<b>19,220</b>
<b>Admin. Costs</b> +	<b>2,780</b>
<b>Total Project Cost</b> equals	<b>22,000</b>
<b>Company Cash Match</b> -	<b>7,000</b>
<b>IDED Award Amount</b> equals	<b>15,000</b>

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.

Des Moines, Iowa  
March 8, 2010

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of March, 2010, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

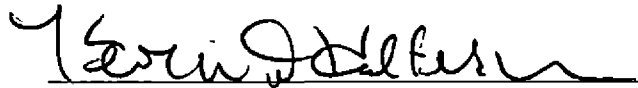
Matters were discussed concerning an Iowa Values Fund Apprenticeship Training Contract between the College and Painter & Allied Trades Joint Apprenticeship and Training Committee. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Apprenticeship Training Contract between the College and Painter & Allied Trades Joint Apprenticeship and Training Committee." 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

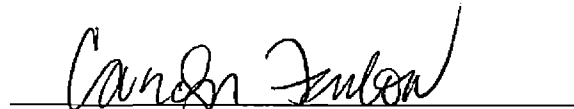


Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND PAINTER & ALLIED TRADES JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

**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 ("IDED"); and

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

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Painter & Allied Trades Joint Apprenticeship and Training Committee (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 IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$50,000; and

**WHEREAS**, an Iowa Values Fund 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 Contract, 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 Iowa Values Fund 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 Iowa Values Fund Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund 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 Iowa Values Fund Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

Passed and approved this 8th day of March, 2010.

  
President of the Board of Directors

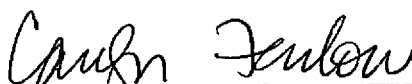
ATTEST:

  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 8, 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 8th day of March, 2010.

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

**GROW IOWA VALUE FUND  
IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/06/09 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Painters & Allied Trades JATC, 5738 NW 2nd St., Des Moines, IA 50313, (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's operations. The Applicant also agrees to complete a follow-up report one year after the completion of training to determine whether the Applicant's 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 \$50,000.00 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: Painter & Allied Trades JATC

5738 NW 2<sup>nd</sup> St.

Des Moines, Iowa 50313

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.

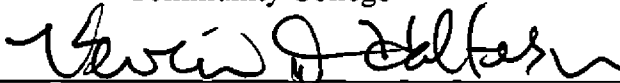
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect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

Kevin Hallerman, Board Vice Chair

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

3-8-10

Date

Painter & Allied Trades JATC

Applicant



Authorized Signature

Bob Gilmore, Business Representative

Type Name and Title

5738 NW 2<sup>nd</sup> St.

Des Moines, IA 50313

Address

2/15/10

Date

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Painter & Allied Trades  
Joint Apprenticeship and Training Committee**

September 19, 2009

## 6. TRAINING PLAN

I. Training start date. 9/19/09

II. Training end date. 4/03/10

III. **TOTAL UNDUPLICATED** number of apprentice to be trained. 40

### 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
Painters 1 <sup>st</sup> year (see attached outline)	\$22,025	15	160 hrs.
Painters 2 <sup>nd</sup> year (see attached outline)	\$22,026	15	160 hrs
Painters 3 <sup>rd</sup> year (see attached outline)	\$14,684	10	160 hrs.
		40	
<b>TOTAL TRAINING COST</b>	<b>58,735</b>		

<b>Total Training Cost</b>	<b>58,735</b>
<b>Admin. Costs</b> +	<b>9,265</b>
<b>Total Project Cost equals</b>	<b>68,000</b>
<b>Company Cash Match</b> -	<b>18,000</b>
<b>IDED Award Amount equals</b>	<b>50,000</b>

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.

RESOLUTION SETTING PUBLIC HEARING DATE AND ADOPTING PROPOSED PLANS AND SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC URBAN CAMPUS FINISHES 2010.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that proposed plans and specifications, form of contract, and estimated costs for the DMACC Urban Campus Finishes 2010 are hereby adopted and placed on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED, that the Board shall hold a Public Hearing at the DMACC Newton Polytechnic Campus, 600 North 2<sup>nd</sup> Avenue W, Newton, Iowa, Conference Center -Room 210A at 4:00 pm on April 12, 2010 on the matter of the adoption of plans and specifications, form of contract and estimated costs now on file in the office of the Secretary of the Board of Directors; after such Public Hearing and receipt of public comments, if any, the Board shall review the bids received and decide whether or not, and when, to award the contract; the Board reserves the right to reject any and all bids, to waive technicalities in the bidding process, and to award the contract on the same date as the Public Hearing or at some later date to be announced after the Public Hearing.

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

PASSED AND APPROVED this 8th day of March , 2010.

  
President, Board of Directors

ATTEST:

  
Secretary, Board of Directors


ATTACHMENT "A"

RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR THE DMACC URBAN CAMPUS FINISHES 2010.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that sealed proposals for the DMACC Urban Campus Finishes 2010 will be received in the DMACC Ankeny Campus, 2006 South Ankeny Blvd., Ankeny, Iowa, Borgen Administration Center, Eldon Leonard Board Room, until 2:00 p.m. Central Time April 8, 2010 at which time and place said bids will be publicly opened and read aloud.

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

PASSED AND APPROVED this 8th day of March , 2010

  
President, Board of Directors

ATTEST:

  
Secretary, Board of Directors

ATTACHMENT "B"

# ***Des Moines Area Community College***



***FINANCIAL STATEMENTS  
FOR FEBRUARY 28, 2010  
AND THE EIGHT MONTHS THEN ENDED***



## **DMACC Fund Descriptions**

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

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

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

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

### **Fund 3 – Auxiliary Fund**

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

### **Fund 4 – Agency Fund**

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

### **Fund 5 – Scholarship Fund**

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

### **Fund 6 – Loan Fund**

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

### **Fund 7 – Plant Fund**

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

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

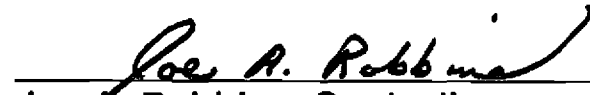
**BALANCE SHEET & ATTACHMENTS:**

- 1 Balance Sheet - All Funds
- 2 Statement of Revenue, Expenditures & Changes in Fund Balance
- 3 & 4 Schedule B – Cash In Banks and Investments
- 5 Schedule F - 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**  
**February 28, 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
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	\$17,546,533	\$ 71,038,091	\$6,675,269	\$1,031,901	\$ (1,165,525)	\$ 48,156	\$ (4,439,453)	\$ 90,734,972
Accounts Receivable	9,537,483	60,246,754	12,599	6,335	1,225,001	-	1,963,668	72,991,840
Student Loans	-	-	-	-	-	97,275	-	97,275
Deposits & Prepaid Expenses	110,315	351,000	-	-	-	-	-	461,315
Inventories	22,041	-	496,833	-	-	-	-	518,874
Due to/from Other Funds	-	6,900,000	-	-	-	-	-	6,900,000
Total Current Assets	27,216,372	138,535,845	7,184,701	1,038,236	59,476	145,431	(2,475,785)	171,704,276
<b>Fixed Assets:</b>								
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
<b>TOTAL ASSETS</b>	<b>\$27,216,372</b>	<b>\$ 138,535,845</b>	<b>\$7,184,701</b>	<b>\$1,038,236</b>	<b>\$ 59,476</b>	<b>\$ 145,431</b>	<b>\$ 82,076,395</b>	<b>\$256,256,456</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$18,150,040	\$ 42,642,825	\$ 155,242	\$ 316,832	\$ -	\$ -	\$ 392,967	\$ 61,657,906
Long Term Liabilities	-	82,217,706	3,907,047	-	-	-	13,775,373	99,900,126
Deposits Held in Custody for Others	7,319	-	-	721,404	-	-	-	728,723
Total Liabilities	18,157,359	124,860,531	4,062,289	1,038,236	-	-	14,168,340	162,286,755
<b>Fund Balance:</b>								
Unrestricted	9,059,013	-	3,122,412	-	-	-	-	12,181,425
Restricted-Specific Purposes	-	13,675,314	-	-	59,476	145,431	1,085,875	14,966,096
Net Investment in Plant	-	-	-	-	-	-	66,822,180	66,822,180
Total Fund Balance	9,059,013	13,675,314	3,122,412	-	59,476	145,431	67,908,055	93,969,701
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$27,216,372</b>	<b>\$ 138,535,845</b>	<b>\$7,184,701</b>	<b>\$1,038,236</b>	<b>\$ 59,476</b>	<b>\$ 145,431</b>	<b>\$ 82,076,395</b>	<b>\$256,256,456</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Eight Months Ended February 28, 2010**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 34,245,029	\$ 2,116	\$ 221,540	\$ 344,132	\$ -	\$ -	\$ -	\$ 34,812,817
Local Support (Property Taxes)	4,141,704	3,226,736	-	-	-	-	4,141,702	11,510,142
State Support	14,960,508	1,741,676	3,000	323,909	-	-	480,000	17,509,093
Federal Support	3,688,462	2,463,724	37,650	173,344	24,809,103	-	-	31,172,283
Sales and Services	339,456	1,344	2,056,203	61,985	-	-	23,968	2,482,956
Training Revenue / Fund 1 ACE	1,590,848	9,343,273	-	-	-	-	-	10,934,121
Other Income	878,938	710,390	464,170	285,420	885	8,107	553,875	2,901,785
<b>Total Revenue</b>	<b>59,844,945</b>	<b>17,489,259</b>	<b>2,782,563</b>	<b>1,188,790</b>	<b>24,809,988</b>	<b>8,107</b>	<b>5,199,545</b>	<b>111,323,197</b>
<b>Transfers In - General</b>	<b>783,837</b>	<b>1,090,149</b>	<b>82,880</b>	<b>94,898</b>	<b>76,707</b>	<b>-</b>	<b>1,265,614</b>	<b>3,394,085</b>
<b>Total Revenue and Transfers In</b>	<b>\$ 60,628,782</b>	<b>\$ 18,579,408</b>	<b>\$ 2,865,443</b>	<b>\$ 1,283,688</b>	<b>\$ 24,886,695</b>	<b>\$ 8,107</b>	<b>\$ 6,465,159</b>	<b>\$ 114,717,282</b>
<b>Expenditures:</b>								
Instruction	\$ 32,560,140	\$ 10,031,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,591,794
Academic Support	6,218,878	71,771	-	-	-	-	-	6,290,649
Student Services	4,694,892	431,544	-	-	-	-	-	5,126,436
Institutional Support	10,920,805	4,793,715	-	-	-	-	-	15,714,520
Operation and Maintenance of Plant	4,336,284	472,013	-	-	-	-	-	4,808,297
Auxiliary Enterprise Expenditures	-	-	2,603,111	-	-	-	-	2,603,111
Scholarship Expense	-	-	-	-	24,853,906	-	-	24,853,906
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	6,094,282	6,094,282
Agency Fund Expense	-	-	-	1,337,198	-	-	-	1,337,198
<b>Total Expenditures</b>	<b>58,730,999</b>	<b>15,800,697</b>	<b>2,603,111</b>	<b>1,337,198</b>	<b>24,853,906</b>	<b>-</b>	<b>6,094,282</b>	<b>109,420,193</b>
<b>Transfers Out - General</b>	<b>1,136,079</b>	<b>1,978,691</b>	<b>14,000</b>	<b>203,415</b>	<b>11,900</b>	<b>-</b>	<b>50,000</b>	<b>3,394,085</b>
<b>Total Expenditures and Transfers Out</b>	<b>59,867,078</b>	<b>17,779,388</b>	<b>2,617,111</b>	<b>1,540,613</b>	<b>24,865,806</b>	<b>-</b>	<b>6,144,282</b>	<b>112,814,278</b>
<b>Net Increase (Decrease) for the Period</b>	<b>761,704</b>	<b>800,020</b>	<b>248,332</b>	<b>(256,925)</b>	<b>20,889</b>	<b>8,107</b>	<b>320,877</b>	<b>1,903,004</b>
<b>Fund Balance at Beginning of Year</b>	<b>8,297,309</b>	<b>12,875,294</b>	<b>2,874,080</b>	<b>978,329</b>	<b>38,587</b>	<b>137,324</b>	<b>67,587,178</b>	<b>92,788,101</b>
<b>Fund Balance at End of Period</b>	<b>\$ 9,059,013</b>	<b>\$ 13,675,314</b>	<b>\$ 3,122,412</b>	<b>\$ 721,404</b>	<b>\$ 59,476</b>	<b>\$ 145,431</b>	<b>\$ 67,908,055</b>	<b>\$ 94,691,105</b>

**DES MOINES AREA COMMUNITY COLLEGE  
SCHEDULE OF INVESTMENTS  
February 28, 2010**

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 18,606,414	0.11%	Money Market
Various Checking Accounts	\$ 212,677	0.45%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ 16,738,711	0.35%	Money Market
Sub Total	<u>\$ 35,557,802</u>		

<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 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 21, 2008	\$ 248,626	4.48%	March 1, 2010	16.5
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
Federal Home Loan Bank	May 28, 2009	\$ 1,000,000	1.00%	April 16, 2010	10.8
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	July 22, 2009	\$ 200,000	1.24%	April 1, 2010	8.4
Federal Home Loan Mortgage Corporation	August 19, 2009	\$ 277,933	0.74%	March 18, 2010	7.0
Federal Home Loan Mortgage Corporation	August 19, 2009	\$ 353,733	0.74%	March 18, 2010	7.0
Federal Home Loan Mortgage Corporation	August 19, 2009	\$ 227,400	0.74%	March 18, 2010	7.0
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
Federal Home Loan Bank	September 28, 2009	\$ 707,973	0.23%	March 12, 2010	5.5
Federal Home Loan Bank	October 19, 2009	\$ 165,000	0.22%	March 17, 2010	5.0
Freddie Mac	October 29, 2009	\$ 305,823	0.31%	March 2, 2010	4.1
Fannie Mae	October 29, 2009	\$ 255,666	0.31%	April 5, 2010	5.3
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	\$ 178,676	0.44%	December 1, 2010	11.3
Federal Home Loan Mortgage Corporation	December 28, 2009	\$ 25,564	0.48%	September 1, 2011	20.4

**DES MOINES AREA COMMUNITY COLLEGE**  
**SCHEDULE OF INVESTMENTS**  
February 28, 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 National Mortgage Association	January 11, 2010	\$ 506,359	1.00%	December 30, 2010	11.8
Federal Home Loan Mortgage Corporation	January 25, 2010	\$ 301,944	0.50%	June 30, 2010	5.2
Federal Home Loan Mortgage Corporation	January 29, 2010	\$ 1,002,490	0.69%	March 3, 2010	1.1
Federal National Mortgage Association	February 4, 2010	\$ 503,075	0.40%	June 4, 2010	4.0
Federal National Mortgage Association	February 4, 2010	\$ 509,741	0.35%	April 1, 2010	1.9
Federal Home Loan Bank	February 4, 2010	\$ 433,918	0.40%	April 23, 2010	2.6
Fannie Mae	February 9, 2010	\$ 748,956	0.38%	March 5, 2010	0.8
Fannie Mae	February 18, 2010	\$ 1,015,367	0.75%	September 28, 2010	7.4
Fannie Mae	February 22, 2010	\$ 601,443	0.23%	March 15, 2010	0.7
ISJIT Diversified Fund		\$ 18,299,347	0.10%	Money Market	
Total ISJIT Investments		<u>\$ 55,177,170</u>			
Grand Total of Investments		<u>\$ 90,734,972</u>			
Grand Total Weighted Average			0.79%		

**DES MOINES AREA COMMUNITY COLLEGE**  
**Detail of Liabilities**  
**February 28, 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>
<b>Payables:</b>								
Trade Accounts Payable	\$ 2,113,436	\$ 41,983	\$ 44,032	\$ 14,360	\$ -	\$ -	\$ 272,016	\$ 2,485,827
Long Term Payables (Bonds)	-	82,387,638	3,960,000	-	-	-	6,870,000	93,217,638
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	-	813,359	17,370	-	-	-	76,523	907,252
<b>Accrued Liabilities:</b>								
Wages and Salary	5,716,603	392,262	17,000	2,500	-	-	1,200	6,129,565
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	(728,861)	-	-	-	-	-	-	(728,861)
<b>Due to Other Funds:</b>	-	-	-	-	-	-	6,900,000	6,900,000
<b>Due to DMACC Foundation:</b>	-	-	-	-	-	-	-	-
<b>Deferred Revenue:</b>								
Tuition and Fees	9,604,433	-	-	-	-	-	-	9,604,433
Property Tax	-	731,000	-	-	-	-	-	731,000
Other	101,608	-	4,840	-	-	-	43,228	149,676
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	16,344,009	-	-	-	-	-	16,344,009
260E Training Funds	-	19,931,957	-	-	-	-	-	19,931,957
260E Administrative Fees	-	1,369,982	-	-	-	-	-	1,369,982
<b>Other Liabilities:</b>								
Funds Held in Trust / Deposits	7,319	-	-	299,972	-	-	-	307,291
Fund Balance	-	-	-	721,404	-	-	-	721,404
Deferred Compensation Account	42,821	-	-	-	-	-	-	42,821
<b>Total</b>	<b>\$ 18,157,359</b>	<b>\$ 124,860,531</b>	<b>\$ 4,062,289</b>	<b>\$ 1,038,236</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,168,340</b>	<b>\$ 162,286,755</b>

**Des Moines Area Community College**  
**Fiscal Year Ending June 30, 2010 Budget Report**  
**Summary by Fund (All Funds)**  
**For The Eight Months Ended February 28, 2010**

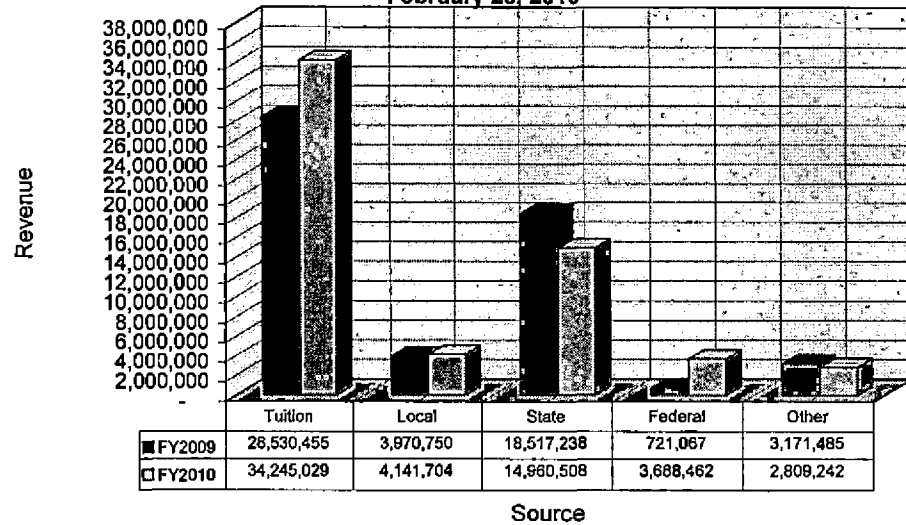
<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 91,026,405	\$ 95,781,593	\$ 60,628,782		\$ 35,152,811
Restricted Current	2	37,796,310	40,139,230	18,579,408		21,559,822
Auxiliary	3	6,863,114	3,556,883	2,865,443		691,440
Agency	4	1,585,734	1,675,873	1,283,688		392,185
Scholarship	5	12,156,442	12,156,442	24,886,695		(12,730,253)
Loan	6	5,000	5,000	8,107		(3,107)
Plant (Note 1)	7	<u>11,629,829</u>	<u>11,028,422</u>	<u>6,465,159</u>		<u>4,563,263</u>
<b>Total Revenue</b>		<u>\$ 161,062,834</u>	<u>\$ 164,343,443</u>	<u>\$ 114,717,282</u>		<u>\$ 49,626,161</u>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 89,267,348	\$ 94,078,647	\$ 59,867,078	\$ 22,451,386	\$ 11,760,183
Restricted Current	2	38,600,834	41,872,210	17,779,388	2,005,152	22,087,670
Auxiliary	3	6,893,147	3,890,960	2,617,111	697,071	576,778
Agency	4	1,499,044	1,615,103	1,540,613	190,940	(116,450)
Scholarship	5	12,156,442	12,156,442	24,865,806	-	(12,709,364)
Loan	6	5,000	5,000	-	-	5,000
Plant (Note 1)	7	<u>12,260,185</u>	<u>8,922,129</u>	<u>6,144,282</u>	<u>832,336</u>	<u>1,945,511</u>
<b>Total Expenditures</b>		<u>\$ 160,682,000</u>	<u>\$ 162,540,491</u>	<u>\$ 112,814,278</u>	<u>\$ 26,176,885</u>	<u>\$ 23,549,328</u>

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

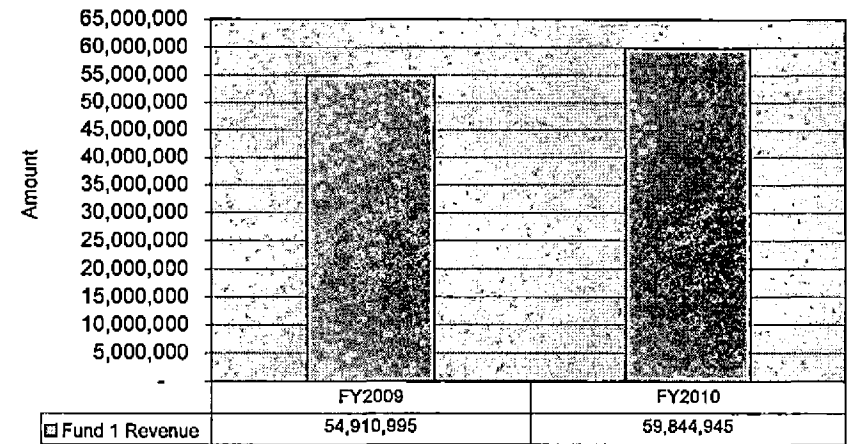


**Des Moines Area Community College  
Revenue Comparison With Prior Year  
For The Eight Months Ended February 28, 2010**

**Fund 1 Revenue Comparison by Source  
February 28, 2010**



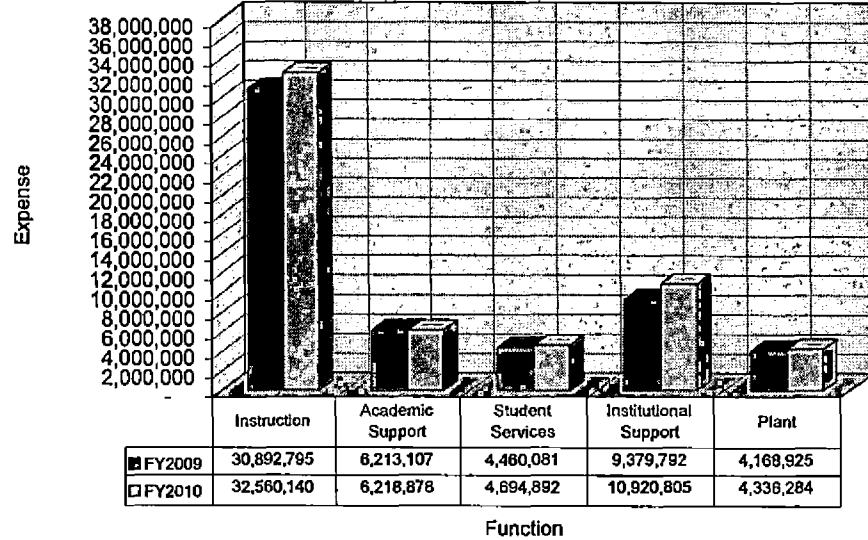
**Fund 1 Revenue  
February 28, 2010**



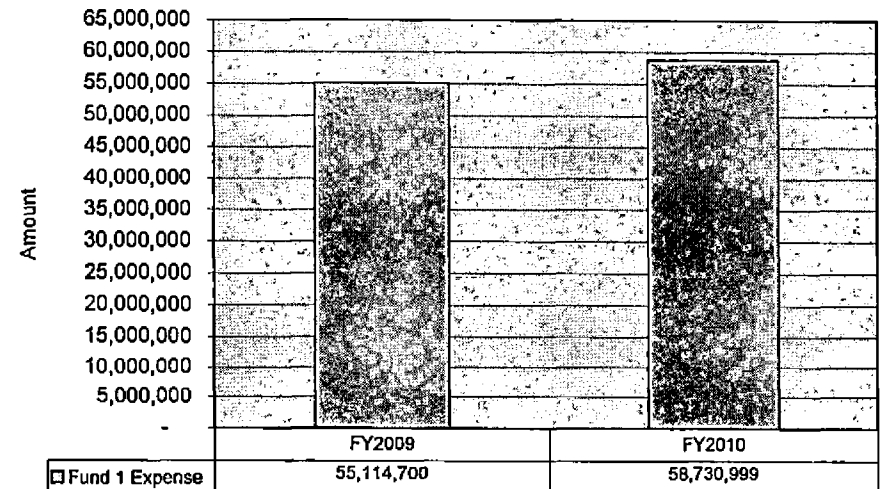
Tuition Increase	20.03%
Overall Increase	8.99%

**Des Moines Area Community College  
Expense Comparison With Prior Year  
For The Eight Months Ended February 28, 2010**

**Fund 1 Expense Comparison by Function  
February 28, 2010**



**Fund 1 Expense  
February 28, 2010**



**Overall Increase 6.56%**

**DMACC REVENUE AND EXPENDITURES  
(Including Transfers)  
For The 8 Months Ended February 28, 2010**

