

Des Moines Area Community College

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Board of Directors Meeting Minutes

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11-10-2008

### **Board of Directors Meeting Minutes (November 10, 2008)**

DMACC

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Board of Directors  
Des Moines Area Community College

Public Hearing  
November 10, 2008 – 4:00 p.m.

Eldon Leonard Boardroom; DMACC Ankeny Campus  
2006 South Ankeny Boulevard  
Ankeny, Iowa

AGENDA

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Acknowledgement of public hearing.
5. Public comments.
6. Board Report 08-129. DMACC Ankeny Campus Remodeling 2009.
7. Adjourn.

Board of Directors  
Des Moines Area Community College

PUBLIC HEARING  
November 10, 2008

A special meeting of the Des Moines Area Community College Board of Directors was held in the Eldon Leonard Boardroom on DMACC's Ankeny Campus on November 10, 2008. Board Chair Joe Pugel called the meeting to order at 4:00 p.m.

ROLL CALL

Members present: Jim Crawford, Jeff Hall, Kevin Halterman, Jim Knott, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Members connected via telenet: Ben Norman.

Members absent: Cheryl Langston.

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

CONSIDERATION OF TENTATIVE  
AGENDA

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

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

ACKNOWLEDGMENT OF PUBLIC  
HEARING

Board Secretary Carolyn Farlow reported that the notice of time and place for the public hearing was published in THE DES MOINES REGISTER on Monday, October 20. The Notice to Bidders was published in THE DES MOINES REGISTER on Monday, October 20 and again on Monday, October 27. No written objections have been received.

PUBLIC COMMENTS

None.

DMACC ANKENY CAMPUS  
REMODELING 2009

Board Report 08-129. Halterman moved; seconded by Hall recommending that the Board adopt the resolution approving plans and specifications, form of contract and estimated costs for the DMACC Ankeny Campus Remodeling 2009 and recommending that the Board award the contract to Rochon Corporation of Iowa. Attachment #1.

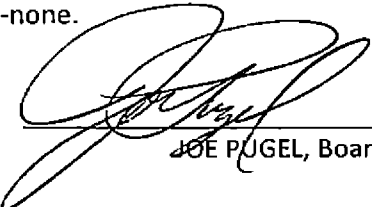
Motion passed on a roll call vote. Aye-Crawford, Hall, Halterman, Knott, Norman, Pugel, Rouse, Tursi. Nay-none.

ADJOURN

Hall moved to adjourn; seconded by Tursi.

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

  
\_\_\_\_\_  
CAROLYN FARLOW, Board Secretary

  
\_\_\_\_\_  
JOE PUGEL, Board Chair

# The Des Moines Register

## AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT  
Exhibit "A"

STATE OF IOWA  
SS  
COUNTY OF POLK

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

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

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

Oct 20 2008

Subscribed and sworn to before me by said affiant this 22 day of October 2008

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

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

15% NOTICE OF PUBLIC HEARING  
NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR  
DMACC REMODELING 2009, ANKENY CAMPUS  
DES MOINES AREA COMMUNITY COLLEGE ANKENY, IOWA

Public notice is hereby given that the Board of Directors of the Des Moines Area Community College will conduct a public hearing on plans, specifications, form of contract and estimated cost for the Construction Contract for DMACC Remodeling 2009, Ankeny Campus at 4:00 P.M. on November 10th, 2008 in the DMACC Eldon Leonard Board Room, Building 22, Bergen Administration Center, 2006 South Ankeny Boulevard, Ankeny, Iowa 50021.

Plans, specifications, form of contract and estimated cost are now on file in the Physical Plant Offices, Building 12, Des Moines Area Community College - Ankeny Campus, and may be inspected by any interested persons.

This notice is given by order of the Board of Directors, Des Moines Area Community College.

Board Secretary  
Des Moines Area  
Community College  
In the County of Polk,  
State of Iowa



**STATE PUBLICATION**

within thirty (30) days after the Bid opening. If shipping is required, there will be a non-refundable fee for each set shipped. The cost shall be determined by Beeline and Blue. Checks for shipping shall be made out to Beeline and Blue.

Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non cash security method adopted by the ABC of Iowa.

Members of Master Builders of Iowa may obtain Bidding Documents by use of the non cash security method adopted by the Master Builders of Iowa, Inc.

A Pre-bid Conference will be held at 2:00 pm on Thursday, October 23, 2008 at the Eldon Leonard Board Room, Borgen Administration Center, 2006 South Ankeny Boulevard, Ankeny, Iowa. Attendance by bidders is recommended but not required as a condition of eligibility to bid this project.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the instructions to Bidders.

Minority and Targeted Small Business participation is encouraged. Bidders shall make a good faith effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with the Code of Iowa.

Bids shall be submitted on the Bid Form provided.

Bids are submitted under a condition of irrevocability for a period of 30 days after submission.

Refer to other bidding requirements described in Document 002113 - Instructions to Bidders.

By virtue of statutory authority, preference will be given to products and provisions grown and/or produced within the State of Iowa, and preference will be given to Iowa domestic labor as provided in the Code of Iowa.

The Owner reserves the right to reject any or all Bids and to waive informalities or irregularities in the bidding.

Board Secretary  
Des Moines Area  
Community College  
Ankeny, Iowa

# The Des Moines Register

## DAVIT OF PUBLICATION

STATE OF IOWA

SS

COUNTY OF POLK

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

Accounting Specialist *[Signature]*

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

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

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

Oct 20, Oct 27

2008

Subscribed and sworn to before me by said affiant this 27 day of October

2008

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

SUSAN HAZELTON

Notarial Seal - Iowa

Commission # 223923

My Commission Expires 8-1-11

### R157 ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN: Sealed bids will be received by the Des Moines Area Community College at the Eldon Leonard Board Room, Borgen Administration Center, 2006 South Ankeny Boulevard, Ankeny, Iowa 50023 until 2:00 p.m. central time on Thursday, November 6, 2008 for the DMACC Remodel 2009 project. Bids will be publicly opened and read aloud. All in accordance with the plans and specifications now on file at the Physical Plant Office, Building 12.

The Project consists of the partial remodeling of the following buildings on the Ankeny Campus:

- Building 3 East: 1,400 square feet approximate remodel area.
- Building 3 West: 7,150 square feet approximate remodel area.
- Building 6: 3,900 square feet approximate remodel area.
- Building 9: 34,900 square feet approximate remodel area.
- Building 15: 1,520 square feet approximate remodel area.
- Building 17: 4,750 square feet approximate remodel area.
- Building 20: 4,520 square feet approximate remodel area.

Contractor Bid shall be a Stipulated Sum for the combined work of all buildings.

Bidding Documents, including the Information for Bidders, Instructions for Bidders, Bid Form, Form of Contract, Plans and Specifications, may be examined at the following exchanges:

- Construction Update Plan Room: 221 Park Street, Des Moines, IA 50303
- Construction Update Plan Room of Cedar Rapids, 5350 Sixth Street SW, Cedar Rapids, IA 52404
- Northern Iowa Builders Exchange, 25 West State St., Mason City, IA 50401
- Dodge Scan, Suite 121, 939 Office Park Road, West Des Moines, IA 50265
- Fort Dodge Plan Room, 1406 Central, Fort Dodge, IA 50501
- McGraw Hill Dodge, 2507 Ingersoll Ave., Des Moines, IA 50312
- McGraw Hill Dodge, 11422 Miracle Hills Dr., Suite 206, Omaha, NE 68154

Bidders may obtain Bidding Documents at the office of the Printer, Beeline and Blue, 2507 Ingersoll Avenue, Des Moines, Iowa 50312, telephone 515-244-1611, in accordance with the instructions to Bidders and upon deposit of one hundred dollars (\$100.00) for each set of the Bidding Documents. Checks shall be made out to Des Moines Area Community College. The entire deposit will be refunded to bona fide Bidders upon the return of the Documents in good condition to Beeline and Blue



RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE ANKENY REMODEL – DMACC ANKENY CAMPUS

WHEREAS, on the 13<sup>th</sup> day of October, 2008 plans, specifications, form of contract and estimated costs were filed with the Secretary of the Board of Directors of the Des Moines Area Community College for the project; and

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

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Des Moines Area Community College that said plans, specification, form of contract, and estimated costs are hereby approved and adopted as the plans, specifications, form of contract, and estimated costs for the Ankeny Remodel – DMACC Ankeny Campus.

PASSED AND APPROVED this 10<sup>th</sup> day of November, 2008.

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

ATTEST:

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

Attachment "A"

Board of Directors  
Des Moines Area Community College

Regular Board Meeting

*Revised* AGENDA

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Board Report 08-130. Receipt of FY 2008 Audited Financial Statements.  
(Denman and Company, LLP will make a presentation.)
5. Public comments.
6. Presentations: Remembering Harold Belken  
  
Brenda Northup; District Director, Follett Bookstores  
  
Kim Linduska; Executive Vice President of Academic Affairs
7. Consent Items.
  - a. Consideration of minutes from October 13, 2008 Organizational and Regular Board Meeting.
  - b. Consideration of payables.
  - c. Human Resources report *and Addendum*.
8. Board Report 08-131. A resolution approving the form and content and execution and delivery of an amended and restated new jobs training agreement under Chapter 260E, Code of Iowa, for **Aviva Life and Annuity Company Project**.
9. Board Report 08-132. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Quality Consulting, Inc. Project #3**.
10. Board Report 08-133. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Walsh Door & Hardware Co.**

11. Board Report 08-134. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **CAS Enterprises, Inc. dba Kreg Tool Company Project #2.**
12. Board Report 08-135. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **The Blood Center of Iowa.**
13. Board Report 08-136. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Chicago Bridge & Iron Company (Delaware) Project #2.**
14. Board Report 08-137. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Quebecor World Waukee Inc. Project #4.**
15. Board Report 08-138. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Stork Townsend Inc.**
16. Board Report 08-139. DMACC Newton Campus Career Academy Remodeling 2009.
17. Board Report 08-140. Approval of Final 5% Payment for North Entrance Road – DMACC Ankeny Campus.
18. Board Report 08-141. Approval of Final 5% Payment for Emergency Generator – DMACC West Campus.
19. Board Report 08-142. Approval of Final 5% Payment for DMACC Health Sciences Building – DMACC Ankeny Campus.
20. ~~Board Report 08-143. Receive and file President's recommendation for termination of a teacher's contract under Iowa Code Chapter 279.~~
21. ~~Board Report 08-144. Consideration of termination of teacher's contract under Iowa Code Chapter 279.~~
22. Presentation of Financial Report.
23. President's Report.
24. Committee Reports.
25. Board Members' Reports.



26. Information Items:

- November 27-28 – Thanksgiving Holiday – All campuses closed.
- December 3 – Ankeny Campus Fall Graduation; 6:00 p.m.
- December 4 – Newton Campus Fall Graduation; 6:30 p.m.
- December 8 – Board Retreat; Eldon Leonard Boardroom; 11:00 a.m.
- December 8 – Health Science Building Ribbon Cutting; 1:30 p.m.
- December 8 – President/Board Holiday Reception, Ankeny Campus; 2:30 p.m.
- December 8 – Board Meeting; Health Science Building; 5:00 p.m.
- December 9 – West Campus Fall Graduation; 5:00 p.m.
- December 10 – Boone Campus Fall Graduation; 4:00 p.m.
- December 11 – Urban Campus Fall Graduation; 5:00 p.m.
- December 17 – Carroll Campus Fall Graduation Dinner; 5:30 p.m.
- December 24, 2008 – January 5, 2009 – All campuses closed for holiday.

27. Adjourn.

BOARD MEETING  
November 10, 2008

The regular meeting of the Des Moines Area Community College Board of Directors was held in the Eldon Leonard Boardroom on DMACC's Ankeny Campus on November 10, 2008. Board Chair Joe Pugel called the meeting to order at 4:09 p.m.

ROLL CALL

Members present: Jim Crawford, Jeff Hall, Kevin Halterman, Jim Knott, \*Cheryl Langston, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Members connected via telenet: Ben Norman.

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

APPROVE REVISED AGENDA

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

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

*\*Langston arrives.*

RECEIVE AND FILE FY2008  
AUDITED FINANCIAL  
STATEMENTS

Board Report 08-130. Dave Ellis and staff from Denman and Company presented the FY2008 audited financial report. Hall moved; seconded by Halterman recommending that the Board receive and file the FY2008 audit.

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

PUBLIC COMMENTS

None.

PRESENTATIONS

President Robert Denson presented a resolution honoring Harold Belken to Nadine Belken. He and several others made comments regarding Harold's continuous support of DMACC throughout his years of service on the Board.

*\*Norman departs.*

Brenda Northup; District Director, Follett Bookstores, provided an overview of the bookstore operations on all campuses.

Kim Linduska; Executive Vice President of Academic Affairs, presented a report on the status of grants at the college.

CONSENT ITEMS

Knott moved; seconded by Tursi to approve the consent items: a) Minutes from the October 13, 2008 Organizational and Regular Board Meeting; b) Payables (Attachment #1); and c) Human Resources Report and Addendum (Attachment #2).

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

*Aviva Life and Annuity  
Company Project*

Board Report 08-131. Attachment #3. Halterman moved; seconded by Hall to approve a resolution approving the form and content and execution and delivery of an amended and restated new jobs training agreement under Chapter 260E, Code of Iowa, for **Aviva Life and Annuity Company Project**.

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

APPROVE RETRAINING OR  
TRAINING AGREEMENTS

Langston moved; seconded by Crawford to approve items #9 through #15 as one consent item.

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

*Quality Consulting, Inc.  
Project #3*

Board Report 08-132. Attachment #4. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Quality Consulting, Inc. Project #3**.

*Walsh Door & Hardware  
Co*

Board Report 08-133. Attachment #5. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **Walsh Door & Hardware Co**.

*CAS Enterprises, Inc. dba  
Kreg Tool Company  
Project #2*

Board Report 08-134. Attachment #6. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for **CAS Enterprises, Inc. dba Kreg Tool Company Project #2**.

*The Blood Center of Iowa*

Board Report 08-135. Attachment #7. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **The Blood Center of Iowa**.

*Chicago Bridge & Iron  
Company (Delaware)  
Project #2*

Board Report 08-136. Attachment #8. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Chicago Bridge & Iron Company (Delaware) Project #2**.

*Quebecor World Waukee  
Inc. Project #4*

Board Report 08-137. Attachment #9. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under Chapter 260F, Code of Iowa, for **Quebecor World Waukee Inc. Project #4**.

*Stork Townsend Inc.*

Board Report 08-138. Attachment #10. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Stork Townsend Inc.**

DMACC NEWTON CAMPUS  
CAREER ACADEMY  
REMODELING 2009

Board Report 08-139. Hall moved; seconded by Crawford recommending the Board adopt the resolution setting December 8 at 5:00 p.m. as the public hearing date and adopting the proposed plans and specifications and form of contract and estimated costs for the DMACC Newton Campus Career Academy Remodeling and also setting December 4 as the date for receipt of bids. Attachment #11.

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

APPROVAL OF FINAL 5%  
PAYMENT FOR NORTH  
ENTRANCE ROAD – ANKENY  
CAMPUS

Board Report 08-140. Tursi moved; seconded by Crawford recommending that the Board approve the release of the final 5% retainage to Manatts Inc.

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

APPROVAL OF FINAL 5%  
PAYMENT FOR EMERGENCY  
GENERATOR – WEST  
CAMPUS

Board Report 08-141. Hall moved; seconded by Knott recommending that the Board approve the release of the final 5% retainage to Innovative Mechanical Services.

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

APPROVAL OF FINAL 5%  
PAYMENT FOR HEALTH  
SCIENCES BUILDING –  
ANKENY CAMPUS

Board Report 08-142. Rouse moved; seconded by Halterman recommending that the Board approve the release of the final 5% retainage to Frank Baxter General Contractor Inc.

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

RECEIVE AND FILE  
PRESIDENT'S  
RECOMMENDATION FOR  
TERMINATION OF  
TEACHER'S CONTRACT

Board Report 08-143. This item was pulled from the agenda.

CONSIDERATION OF  
TERMINATION OF  
TEACHER'S CONTRACT

Board Report 08-144. This item was pulled from the agenda.

FINANCIAL REPORT

Doug Williams, Vice President for Business Services, presented the October 2008 Financial Report as seen in Attachment #12 to these minutes.

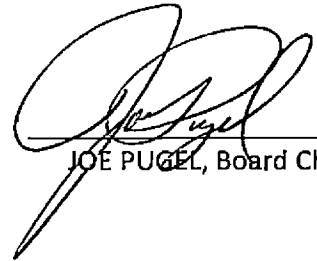
COMMITTEE REPORTS

Halterman reported that the minutes of the November 3<sup>rd</sup> meeting have been provided to all Board members and that the audit went well.

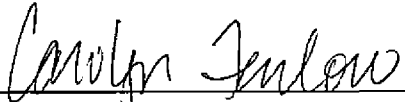
ADJOURN

Knott moved; seconded by Hall to adjourn.

Motion passed unanimously and at 5:30 p.m. Board Chair Pugel adjourned the meeting.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

Report: FWR 40  
 Date: 10/23/2008  
 Time: 02:30 PM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 18-SEP-2008 to 22-OCT-2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Mercy Hospital Medical Ce	484870	\$3,000.00	\$3,000.00	6266	WIA-Adult	Stipends
Alliant Energy	484899	\$18,150.19	\$18,150.19	6190	Physical Plant Newto	Utilities
Alliant Energy	484902	\$13,206.26	\$13,206.26	6190	Utilities	Utilities
Ames MyFile Systems	484905	\$5,000.00	\$5,000.00	6269	Recreation	Other Services
Assessment Technologies I	484913	\$16,000.00	\$16,000.00	6269	NLN Testing	Other Services
Baker and Taylor Books	484915	\$3,592.11	\$724.10	6310	Equip Replacement Li	Library Books
			\$2,828.07	6310	Equip Replacement Li	Library Books
			\$39.94	6310	Equip Replacement Li	Library Books
Beacon Management Group	484917	\$5,000.00	\$5,000.00	6015	Strengthng Inst-Titl	Consultant's Fees
Car Quest Auto Parts	484932	\$3,046.54	\$3,046.54	6322	Program Development	Materials & Supplies
CDW Government Inc	484940	\$3,461.87	\$1,125.53	6322	Health Sciences Bldg	Materials & Supplies
			\$99.00	6323	Health Sciences Bldg	Minor Equipment
			\$70.00	6322	Info Tech/Network Ad	Materials & Supplies
			\$1,975.00	6323	Perkins Equipment	Minor Equipment
			\$192.34	6324	Library Automation	Computer Software
Cengage Learning	484941	\$5,167.50	-\$57.50	6324	Perkins Administrati	Computer Software
			\$5,225.00	6324	Perkins Administrati	Computer Software
City of Ankeny	484942	\$4,235.03	\$32.98	6511	2402 SW 36th Street-	Purchases for Resale
			\$61.09	6511	2310 SW36th Street -	Purchases for Resale
			\$61.09	6511	2402 SW 36th Street-	Purchases for Resale
			\$44.24	6190	Utilities	Utilities
			\$162.48	6190	Utilities	Utilities
			\$51.00	6190	Utilities	Utilities
			\$44.24	6190	Utilities	Utilities
			\$51.00	6190	Utilities	Utilities

1#

Report: FWR 40  
 Date: 10/23/2008  
 Time: 02:30 PM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 18-SEP-2008 to 22-OCT-2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	484942	\$4,235.03	\$70.16	6190	Utilities	Utilities
			\$11.76	6190	Utilities	Utilities
			\$44.24	6190	Utilities	Utilities
			\$33.75	6190	Utilities	Utilities
			\$44.24	6190	Utilities	Utilities
			\$118.02	6190	Utilities	Utilities
			\$11.76	6190	Utilities	Utilities
			\$2,950.17	6190	Utilities	Utilities
			\$297.29	6190	Utilities	Utilities
			\$113.12	6511	2310 SW36th Street -	Purchases for Resale
			\$32.40	6190	Utilities	Utilities
Computer Comforts, Inc	484947	\$9,515.58	\$9,515.58	6322	Equip Replacement Sc	Materials & Supplies
Des Moines Register	484957	\$6,933.60	\$1,458.08	6110	Office of Exec Dir,	Information Services
			\$693.36	6110	Communications	Information Services
			\$693.36	6110	History/Geology	Information Services
			\$693.36	6110	Physics/Chemistry/Bi	Information Services
			\$693.36	6110	Surgical Technician	Information Services
			\$693.36	6110	Business Administrai	Information Services
			\$693.36	6110	Psychology/Anthropolo	Information Services
			\$693.36	6110	Mathematics & Scienc	Information Services
			\$311.00	6110	Office of Exec Dean,	Information Services
			\$311.00	6110	Office of Exec Dean,	Information Services
Digital Intelligence Syst	484960	\$7,348.81	\$7,348.81	6323	Health Sciences Bldg	Minor Equipment
Direct Marketing Associat	484962	\$4,050.00	\$4,050.00	6230	Office of Exec Dir,	Postage and Expediti
Education to Go	484968	\$4,013.00	\$4,013.00	6269	Continuing Ed, On Li	Other Services
EmbarkIT Inc	484972	\$2,803.24	\$2,803.24	6323	Health Sciences Bldg	Minor Equipment
Farm Bureau Financial Ser	484978	\$185,256.29	\$1,565.36	6269	Farm Bureau Fed #4-M	Other Services
			\$146,143.03	6269	Farm Bureau Fed #4-J	Other Services

Report: FWR 40  
 Date: 10/23/2008  
 Time: 02:30 PM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 18-SEP-2008 to 22-OCT-2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Farm Bureau Financial Ser	484978	\$185,256.29	\$37,547.90	6269	Farm Bureau Fed #4-T	Other Services
Fischer Architects	484980	\$15,774.25	\$15,774.25	6012	Ankeny Remodeling	Architect's Fees
Grubisich, Lawrence S..	484994	\$4,272.44	\$4,076.39	6470	Economic Development	Travel-Out of State
			\$196.05	6480	Economic Development	Travel-In State
Hewlett Packard	484999	\$22,732.00	\$21,825.00	6325	Health Sciences Bldg	Computer Equipment
			\$860.00	6325	Technical Update Equ	Computer Equipment
			\$47.00	6322	Office of Controller	Materials & Supplies
Holmes Murphy & Associat	485004	\$28,596.00	\$5,221.00	6180	Non Tort Insurance	Insurance
			-\$430.00	6180	Non Tort Insurance	Insurance
			-\$671.00	6180	Tort Insurance	Insurance
			-\$169.00	6180	Non Tort Insurance	Insurance
			-\$271.00	6180	Tort Insurance	Insurance
			-\$609.00	6180	Non Tort Insurance	Insurance
			\$1.00	6180	Non Tort Insurance	Insurance
			-\$214.00	6180	Non Tort Insurance	Insurance
			-\$428.00	6180	Tort Insurance	Insurance
			-\$1,927.00	6180	Non Tort Insurance	Insurance
			-\$1,212.00	6180	Non Tort Insurance	Insurance
			\$29,305.00	5910	Workers Compensation	Workmen's Comp Insur
Iowa Communications Netwo	485012	\$13,195.07	\$118.32	6150	Campus Communication	Communications
			\$7,551.75	6150	Campus Communication	Communications
			\$20.62	6150	Campus Communication	Communications
			\$17.20	6150	Campus Communication	Communications
			\$0.09	6150	Campus Communication	Communications
			\$2,014.28	6150	Campus Communication	Communications
			\$138.56	6150	Campus Communication	Communications
			\$53.75	6150	Campus Communication	Communications
			\$3,280.50	6150	Campus Communication	Communications
Iowa State University	485016	\$4,966.93	\$1,500.00	6520	Quality Assurance Tr	Purchases for Resale



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa State University	485016	\$4,966.93	\$3,200.00	6019	Quality Assurance Tr	Other Professional S
			\$41.93	6230	Quality Assurance Tr	Postage and Expediti
			\$225.00	6322	Quality Assurance Tr	Materials & Supplies
Jacobson Companies	485020	\$7,225.38	\$7,225.38	6269	Jacobson Comp-Job Sp	Other Services
John Deere Credit	485021	\$7,412.78	\$3,219.72	6269	Deere Credit #9-Trai	Other Services
			\$4,193.06	6269	Deere Credit #9-Job	Other Services
Mardock Drafting Services	485040	\$3,240.00	\$3,240.00	6015	Ankeny Remodeling	Consultant's Fees
Marsden Bldg Maint LLC	485041	\$49,102.25	\$22,462.00	6030	Custodial	Custodial Services
			\$1,481.00	6030	Physical Plant Opera	Custodial Services
			\$500.00	6030	Custodial	Custodial Services
			\$2,542.00	6030	Physical Plant Opera	Custodial Services
			\$5,044.00	6030	Physical Plant Opera	Custodial Services
			\$5,934.00	6030	Plant Operations, St	Custodial Services
			\$1,324.00	6030	Plant Operations, St	Custodial Services
			\$55.00	6030	Physical Plant Opera	Custodial Services
			\$714.00	6030	Custodial	Custodial Services
			\$866.25	6030	Plant Operations, St	Custodial Services
			\$3,230.00	6030	Physical Plant Opera	Custodial Services
\$4,950.00	6030	Plant Operations, St	Custodial Services			
Martin Brothers Distribut	485042	\$2,921.13	\$1,356.16	6511	Urban Cafeteria	Purchases for Resale
			-\$132.35	6511	Urban Cafeteria	Purchases for Resale
			-\$24.38	6511	Urban Cafeteria	Purchases for Resale
			\$526.88	6511	Urban Cafeteria	Purchases for Resale
			\$1,194.82	6511	Urban Cafeteria	Purchases for Resale
MidAmerican Energy Co	485052	\$21,556.22	\$5,532.26	6190	Utilities	Utilities
			\$2,237.87	6190	Utilities	Utilities
			\$2,381.55	6190	Utilities	Utilities
			\$63.42	6190	Utilities	Utilities
			\$673.38	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	485052	\$21,556.22	\$783.58	6190	Utilities	Utilities
			\$2,229.44	6190	Utilities	Utilities
			\$470.72	6190	Headstart-Urban Camp	Utilities
			\$7,184.00	6190	Utilities	Utilities
Minnies Garden Grilling	485057	\$4,800.00	\$4,800.00	6321	Constitution Day	Food
National Recoveries Inc	485062	\$2,616.36	\$12.50	6780	Office of Controller	Collection Agency Ex
			\$2,105.70	6780	Office of Controller	Collection Agency Ex
			\$498.16	6780	Office of Controller	Collection Agency Ex
Nikkel and Associates Inc	485065	\$11,774.72	\$11,774.72	6090	Equip Replacement Sc	Maintenance/Repair o
North Iowa Area Community	485066	\$3,668.03	\$3,668.03	6019	Quality Assurance Tr	Other Professional S
Pezzetti, Ryan	485074	\$5,534.00	\$965.00	6511	2310 SW36th Street -	Purchases for Resale
			\$553.00	6511	2310 SW36th Street -	Purchases for Resale
			\$4,016.00	6511	2310 SW36th Street -	Purchases for Resale
PNC Bank	485076	\$3,962.00	\$3,962.00	6269	Office of Exec Dir,	Other Services
Pratt Audio Visual & Vide	485077	\$12,970.00	\$12,970.00	6323	Health Sciences Bldg	Minor Equipment
Sparks, Randy W.	485101	\$2,636.11	\$1,318.11	6323	Equipment Replacemen	Minor Equipment
			\$1,318.00	6323	Workforce Services	Minor Equipment
Tridaq	485112	\$2,800.00	\$2,800.00	6324	Dean, Business & Inf	Computer Software
Valley West Uniforms	485120	\$3,130.85	\$179.00	1550	Office of Controller	Prepaid Expenses
			\$396.95	1550	Office of Controller	Prepaid Expenses
			\$12.00	6322	Associates Degree Nu	Materials & Supplies
			\$6.00	6322	Associates Degree Nu	Materials & Supplies
			\$556.90	1550	Office of Controller	Prepaid Expenses
			\$100.00	1550	Office of Controller	Prepaid Expenses
\$105.70	1550	Office of Controller	Prepaid Expenses			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Valley West Uniforms	485120	\$3,130.85	\$194.90	1550	Office of Controller	Prepaid Expenses
			\$199.00	1550	Office of Controller	Prepaid Expenses
			\$35.00	1550	Office of Controller	Prepaid Expenses
			\$85.15	1550	Office of Controller	Prepaid Expenses
			\$244.00	1550	Office of Controller	Prepaid Expenses
			\$65.00	1550	Office of Controller	Prepaid Expenses
			\$65.00	1550	Office of Controller	Prepaid Expenses
			\$80.95	1550	Office of Controller	Prepaid Expenses
			\$180.95	1550	Office of Controller	Prepaid Expenses
			\$97.65	1550	Office of Controller	Prepaid Expenses
			\$98.00	1550	Office of Controller	Prepaid Expenses
			\$65.00	1550	Office of Controller	Prepaid Expenses
			\$363.70	1550	Office of Controller	Prepaid Expenses
Vital Support Systems	485123	\$205,748.25	\$102.00	6322	Office of Exec Dir,	Materials & Supplies
			\$22,092.70	6323	Technical Update Equ	Minor Equipment
			\$76,012.60	6323	Technical Update Equ	Minor Equipment
			\$107,540.95	6323	Technical Update Equ	Minor Equipment
Waste Mgmt of Iowa Corp.	485129	\$3,878.36	\$118.40	6030	Custodial	Custodial Services
			\$3,153.44	6030	Custodial	Custodial Services
			\$90.61	6030	Physical Plant Charg	Custodial Services
			\$171.56	6030	Custodial	Custodial Services
			\$344.35	6030	Custodial	Custodial Services
Weining America	485130	\$29,500.00	\$29,500.00	7100	Equip Replacement In	Furniture, Machinery
Wellmark Health Plan of I	485131	\$705,805.15	\$703,053.98	2250	Fund 1 General Ledge	Health Insurance Pay
			\$2,751.17	2250	Fund 1 General Ledge	Health Insurance Pay
WorkSpace Inc	485135	\$5,229.17	\$498.12	6322	Office of Exec Dean,	Materials & Supplies
			\$2,422.02	6322	Equip Replacement We	Materials & Supplies
			\$39.25	6322	Office of the Dir, P	Materials & Supplies
			\$2,269.78	6323	Equip Replacement We	Minor Equipment
Worlds of Fun Oceans of F	485136	\$2,758.50	\$2,758.50	6511	Ticket Sales	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
American Funds	485222	\$3,705.00	\$3,705.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Ameriprise Financial Serv	485224	\$2,744.56	\$2,744.56	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DMACC HEA	485235	\$5,621.98	\$5,621.98	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
Vanguard Group	485279	\$6,119.76	\$6,119.76	2260	Fund 1 General Ledge	Tax Sheltered Annuit
ABC Herrington Sign and D	485282	\$5,971.00	\$5,971.00	6323	Office of Exec Dean,	Minor Equipment
Acme Printing Co Inc	485285	\$4,509.00	\$4,509.00	6120	Office of Dir, Marke	Printing/Reproductio
Badding Winker Partnershi	485303	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Bavarian Inn	485308	\$8,992.61	\$1,468.46	6269	Continuing Ed, 2 Day	Other Services
			\$1,692.12	6321	Continuing Ed, 2 Day	Food
			\$2,175.59	6269	Continuing Ed, 2 Day	Other Services
			\$1,414.29	6269	Continuing Ed, 2 Day	Other Services
			\$1,100.01	6321	Continuing Ed, 2 Day	Food
			\$1,142.14	6321	Continuing Ed, 2 Day	Food
Brodhead Garrett	485321	\$7,126.74	\$7,126.74	6323	Equip Replacement In	Minor Equipment
Business Publications Cor	485324	\$4,416.50	\$1,083.50	6110	Office of Dir, Marke	Information Services
			\$3,333.00	6110	Office of Dir, Marke	Information Services
Citadel Broadcasting	485345	\$6,012.00	\$2,190.00	6110	Dean, Business & Inf	Information Services
			\$880.00	6110	Office of Dir, Marke	Information Services
			\$1,440.00	6110	Office of Dir, Marke	Information Services
			\$240.00	6110	Office of Dir, Marke	Information Services
			\$462.00	6110	Office of Dir, Marke	Information Services
			\$800.00	6110	Office of Dir, Marke	Information Services
Clear Channel Broadcastin	485348	\$11,816.52	\$1,545.00	6110	Office of Dir, Marke	Information Services
			\$60.00	6110	Office of Dir, Marke	Information Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Clear Channel Broadcastin	485348	\$11,816.52	\$89.00	6110	Office of Dir, Marke	Information Services
			\$56.00	6110	Office of Dir, Marke	Information Services
			\$4,102.10	6110	Office of Dir, Marke	Information Services
			\$2,040.00	6110	Office of Dir, Marke	Information Services
			\$800.00	6110	Office of Dir, Marke	Information Services
			\$125.00	6110	Office of Dir, Marke	Information Services
			\$1,125.00	6110	Office of Dir, Marke	Information Services
			\$180.00	6110	Office of Dir, Marke	Information Services
		\$1,694.42	6930	Office of Dir, Marke	Other Current Expens	
Computer Transportation S	485352	\$4,995.83	\$4,995.83	6269	Computer Transp Svcs	Other Services
Constellation NewEnergy G	485354	\$10,777.28	\$10,777.28	6190	Utilities	Utilities
Direct Marketing Associat	485373	\$2,970.06	\$2,747.78	6930	Office of Dir, Marke	Other Current Expens
			\$75.00	6930	Office of Dir, Marke	Other Current Expens
			\$147.28	6230	Continuing Ed, Home	Postage and Expediti
Farner Bocken Co	485385	\$3,122.88	\$26.90	6511	Cafeteria	Purchases for Resale
			\$3,095.98	6511	Cafeteria	Purchases for Resale
FHEG Ankeny Bookstore #10	485388	\$501,805.22	\$8,118.62	2019	Follett Bookstore	Accounts Payable Acc
			\$115.28	2019	Follett Bookstore	Accounts Payable Acc
			\$194.37	2019	Follett Bookstore	Accounts Payable Acc
			\$132.50	2019	Follett Bookstore	Accounts Payable Acc
			\$583.63	2019	Follett Bookstore	Accounts Payable Acc
			\$492,563.31	2019	Follett Bookstore	Accounts Payable Acc
		\$97.51	2019	Follett Bookstore	Accounts Payable Acc	
FHEG Boone Bookstore #108	485389	\$105,904.51	\$63.45	2019	Follett Bookstore	Accounts Payable Acc
			\$105,167.77	2019	Follett Bookstore	Accounts Payable Acc
			\$673.29	2019	Follett Bookstore	Accounts Payable Acc
FHEG Carroll Bookstore #1	485390	\$32,970.75	\$180.75	2019	Follett Bookstore	Accounts Payable Acc
			\$31,882.00	2019	Follett Bookstore	Accounts Payable Acc

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Carroll Bookstore #1	485390	\$32,970.75	\$435.00	2019	Follett Bookstore	Accounts Payable Acc
			\$79.00	2019	Follett Bookstore	Accounts Payable Acc
			\$394.00	2019	Follett Bookstore	Accounts Payable Acc
FHEG Newton Bookstore #10	485391	\$40,253.21	\$40,253.21	2019	Follett Bookstore	Accounts Payable Acc
FHEG Urban Bookstore #108	485392	\$267,159.79	\$586.87	2019	Follett Bookstore	Accounts Payable Acc
			\$337.69	2019	Follett Bookstore	Accounts Payable Acc
			\$412.16	2019	Follett Bookstore	Accounts Payable Acc
			\$265,105.43	2019	Follett Bookstore	Accounts Payable Acc
			\$717.64	2019	Follett Bookstore	Accounts Payable Acc
FHEG West Bookstore #1089	485393	\$26,320.80	\$26,320.80	2019	Follett Bookstore	Accounts Payable Acc
Frank Baxter General Cont	485396	\$779,209.62	\$779,209.62	7600	Health Sciences Buil	Buildings and Fixed
G Commerce Inc	485401	\$2,858.99	\$2,858.99	6269	GCommerce GIVF Train	Other Services
Haley Equipment Inc	485411	\$6,750.00	\$6,750.00	7100	High School Bldg Tra	Furniture, Machinery
Hewlett Packard	485416	\$7,640.00	\$1,410.00	6325	Health Sciences Bldg	Computer Equipment
			\$389.00	6322	Technical Update Equ	Materials & Supplies
			\$5,772.00	6323	Technical Update Equ	Minor Equipment
			\$69.00	6325	Student Support Serv	Computer Equipment
Higher One	485418	\$9,426.10	\$9,426.10	6269	Student ID Card Offi	Other Services
John Deere Ag Management	485449	\$422,311.31	\$144,459.34	6269	John Deere Ag #3-Mgt	Other Services
			\$156,958.23	6269	John Deere Ag #3-Job	Other Services
			\$120,893.74	6269	John Deere Ag #3-Tra	Other Services
Karl Chevrolet	485452	\$44,444.00	\$44,444.00	7400	Grounds	Vehicles
KCCI TV	485453	\$7,165.50	\$1,273.30	6110	Dean, Business & Inf	Information Services
			\$3,805.45	6110	Office of Dir, Marke	Information Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
KCCI TV	485453	\$7,165.50	\$2,086.75	6110	Dean, Business & Inf	Information Services
KCWI Television	485455	\$3,785.00	\$1,020.00	6110	Grow Iowa Values Fun	Information Services
			\$2,765.00	6110	Grow Iowa Values Fun	Information Services
KDSM TV	485456	\$8,030.00	\$4,000.00	6110	Dean, Business & Inf	Information Services
			\$4,030.00	6110	Dean, Business & Inf	Information Services
Krogman and Associates,LL	485461	\$4,300.00	\$4,300.00	6120	Office of Dir, Marke	Printing/Reproductio
Liebovich/PDM Steel & Alu	485471	\$8,248.85	\$8,248.85	6322	Tool Machinist	Materials & Supplies
Litho Graphics Print Comm	485473	\$5,651.05	\$680.94	6120	Volleyball	Printing/Reproductio
			\$392.00	6120	Volleyball	Printing/Reproductio
			\$475.00	6120	Office of Exec Dir,	Printing/Reproductio
			\$1,241.00	6930	Office of Dir, Marke	Other Current Expens
			\$646.00	6120	Enrollment Managemen	Printing/Reproductio
			\$412.00	6120	Enrollment Managemen	Printing/Reproductio
			\$568.00	6120	Enrollment Managemen	Printing/Reproductio
			\$693.11	6120	Enrollment Managemen	Printing/Reproductio
Martin Brothers Distribut	485478	\$7,784.75	\$1,736.48	6511	Cafeteria	Purchases for Resale
			\$1,345.65	6511	Cafeteria	Purchases for Resale
			\$1,731.40	6511	Cafeteria	Purchases for Resale
			\$1,847.05	6511	Cafeteria	Purchases for Resale
			\$1,124.17	6511	Cafeteria	Purchases for Resale
Mid Iowa Construction	485486	\$3,023.09	\$1,870.19	6090	Physical Plant Charg	Maintenance/Repair o
			\$1,152.90	6090	Physical Plant Charg	Maintenance/Repair o
OnMedia	485508	\$11,390.00	\$4,970.00	6110	Grow Iowa Values Fun	Information Services
			\$2,060.00	6110	Dean, Business & Inf	Information Services
			\$4,360.00	6110	Office of Dir, Marke	Information Services
Pitney Bowes Inc	485519	\$3,163.68	\$2,022.00	6220	Mail Service	Rental of Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Pitney Bowes Inc	485519	\$3,163.68	\$300.00	6220	Mail Service	Rental of Equipment
			\$841.68	6220	Mail Service	Rental of Equipment
Premier Agendas Inc	485524	\$50,562.05	\$50,562.05	6322	Student Handbook	Materials & Supplies
Purcell Printing and Grap	485527	\$8,044.09	\$175.85	6322	Motorcycle and Moped	Materials & Supplies
			\$264.96	6322	Enrollment Managemen	Materials & Supplies
			\$70.36	6322	Developmental Educat	Materials & Supplies
			\$70.35	6322	Auto Body	Materials & Supplies
			\$220.82	6120	Dean, Business & Inf	Printing/Reproductio
			\$70.35	6322	Graphic Arts	Materials & Supplies
			\$70.36	6322	Office of Dir, Stude	Materials & Supplies
			\$70.36	6322	Agri Business	Materials & Supplies
			\$70.36	6322	Skiff Medical Center	Materials & Supplies
			\$70.36	6322	Practical Nursing	Materials & Supplies
			\$70.36	6322	Auto Body	Materials & Supplies
			\$70.36	6322	Story County Academy	Materials & Supplies
			\$70.36	6322	Office of Dean, Scie	Materials & Supplies
			\$70.35	6322	Office of Dean, Scie	Materials & Supplies
			\$70.35	6322	Student Services	Materials & Supplies
			\$92.25	6120	Enrollment Managemen	Printing/Reproductio
			\$4,995.00	6120	Constitution Day	Printing/Reproductio
\$282.05	6120	ASEP Auto	Printing/Reproductio			
\$70.36	6322	Management	Materials & Supplies			
\$104.00	6322	Office of Dean, Heal	Materials & Supplies			
\$645.75	6322	Constitution Day	Materials & Supplies			
\$308.00	6120	Enrollment Managemen	Printing/Reproductio			
\$40.77	6120	Office of Exec Dir,	Printing/Reproductio			
Purfoods LLC	485528	\$6,727.91	\$6,727.91	6269	Purfoods, LLC-Job Sp	Other Services
Reinhart Foodservice	485543	\$4,052.16	\$1,557.44	6322	Hotel/Restaurant Man	Materials & Supplies
			\$740.56	6519	Bistro	College Inn
			\$462.64	6322	Hotel/Restaurant Man	Materials & Supplies
			\$679.49	6322	Hotel/Restaurant Man	Materials & Supplies



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Reinhart Foodservice	485543	\$4,052.16	\$612.03	6322	Hotel/Restaurant Man	Materials & Supplies
Securitas Security Servic	485553	\$14,557.05	\$10,338.76	6261	Office of the Dir, P	Contracted Security
			\$4,218.29	6261	Physical Plant Opera	Contracted Security
Storey Kenworthy	485573	\$7,002.63	\$7,002.63	6322	Equip Replacement In	Materials & Supplies
Struthers Brothers Inc	485576	\$6,938.22	\$6,912.00	6323	Motorcycle and Moped	Minor Equipment
			\$26.22	6322	Motorcycle and Moped	Materials & Supplies
Sungard Higher Education	485580	\$25,000.00	\$25,000.00	6265	Technical Update Equ	Software Service Agr
Sysco Food Services of Io	485581	\$2,794.40	\$92.73	6518	Hospitality Careers	Gourmet Dinners
			\$398.05	6322	Hotel/Restaurant Man	Materials & Supplies
			\$885.51	6518	Hospitality Careers	Gourmet Dinners
			\$480.59	6518	Hospitality Careers	Gourmet Dinners
			\$931.47	6518	Hospitality Careers	Gourmet Dinners
			\$6.05	6322	Hotel/Restaurant Man	Materials & Supplies
Vantage Services	485597	\$3,978.00	\$3,978.00	6019	Iowa Energy Ctr Ener	Other Professional S
Vital Support Systems	485599	\$13,055.00	\$612.50	6060	Campus Communication	Maintenance/Repair o
			\$1,312.50	6323	Campus Communication	Minor Equipment
			\$11,130.00	6323	Technical Update Equ	Minor Equipment
Wieser Precast Inc	485612	\$2,680.00	\$2,680.00	6322	Dallas County Farm O	Materials & Supplies
Des Moines Register	485654	\$2,573.66	\$2,573.66	6110	DSM-Wag-Pey	Information Services
Hewlett Packard	485665	\$5,669.00	\$3,849.00	6322	NEG-Whirlpool	Materials & Supplies
			\$77.35	6322	WIA-Administration	Materials & Supplies
			\$136.40	6322	Learning Center #2-A	Materials & Supplies
			\$122.20	6322	NEG-Emergency Public	Materials & Supplies
			\$455.00	6322	Workforce Services	Materials & Supplies
			\$910.00	6322	IWD-IES	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	485665	\$5,669.00	\$119.05	6322	Promise Jobs-Adminis	Materials & Supplies
Universal Printing Servic	485716	\$4,639.30	\$2,319.65	6322	DSM-PJ Basic	Materials & Supplies
			\$2,319.65	6322	Promise Jobs-Trainin	Materials & Supplies
ABC Garage Door	485721	\$4,578.00	\$4,578.00	6090	Buildings Equipment	Maintenance/Repair o
All Makes Office Interior	485729	\$7,266.74	\$6,680.00	6322	Equip Replacement St	Materials & Supplies
			\$586.74	6322	Dean, Business & Inf	Materials & Supplies
Ames Municipal Utilities	485735	\$4,652.59	\$4,652.59	6190	Utilities	Utilities
Applied Art & Technology	485740	\$5,000.00	\$5,000.00	6110	Grow Iowa Values Fun	Information Services
Bavarian Inn	485753	\$4,023.19	\$2,263.04	6269	Continuing Ed, 2 Day	Other Services
			\$1,760.15	6321	Continuing Ed, 2 Day	Food
Buckman Laboratories Inc	485765	\$3,367.03	\$3,367.03	6377	Mechanical Maintenanc	Materials/Supplies f
CDW Government Inc	485774	\$5,231.22	\$382.60	6322	Perkins Equipment	Materials & Supplies
			\$138.00	6322	Technical Update Equ	Materials & Supplies
			\$4,632.00	6323	Health Sciences Bldg	Minor Equipment
			\$53.00	6324	Office of Exec Dir,	Computer Software
			\$25.62	6322	Economic Development	Materials & Supplies
City of Ankeny	485781	\$6,707.98	\$23.52	6190	Utilities	Utilities
			\$23.52	6190	Utilities	Utilities
			\$384.05	6190	Utilities	Utilities
			\$140.32	6190	Utilities	Utilities
			\$81.72	6190	Utilities	Utilities
			\$122.28	6190	Utilities	Utilities
			\$131.10	6190	Utilities	Utilities
			\$102.00	6190	Utilities	Utilities
			\$331.63	6190	Utilities	Utilities
			\$81.72	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	485781	\$6,707.98	\$496.34	6190	Utilities	Utilities
			\$59.39	6190	Utilities	Utilities
			\$4,608.11	6190	Utilities	Utilities
			\$122.28	6190	Utilities	Utilities
Daily Freeman Journal	485796	\$12,941.00	\$12,941.00	6120	Office of Dir, Marke	Printing/Reproductio
Des Moines Register	485805	\$3,172.35	\$1,259.75	6110	Heavy Diesel Equipme	Information Services
			\$1,912.60	6110	Transportation Insti	Information Services
Digital Intelligence Syst	485808	\$4,545.17	\$4,545.17	6323	Equip Replacement In	Minor Equipment
DMACC Foundation	485812	\$7,769.75	\$7,769.75	2020	Strengthng Inst-Titl	Return of Title IV f
Embria Health Services	485828	\$74,700.87	\$3,791.95	6269	Embria Health Sci-Tr	Other Services
			\$62,447.75	6269	Embria Health Sci-Jo	Other Services
			\$8,461.17	6269	Embria Health Sci-Mg	Other Services
Energy Systems Engineerin	485830	\$15,602.56	\$15,602.56	6015	Iowa Energy Ctr Ener	Consultant's Fees
Express Logistics	485833	\$14,591.43	\$9,642.31	6269	Express Logistics-Jo	Other Services
			\$4,949.12	6269	Express Logistics-Mg	Other Services
Farner Bocken Co	485839	\$3,167.59	\$3,167.59	6511	Cafeteria	Purchases for Resale
FHEG Ankeny Bookstore #10	485841	\$234,318.65	\$106.00	6322	Heating/AC/Refrig Te	Materials & Supplies
			\$103.00	6322	Aging Services Admin	Materials & Supplies
			\$46.24	6322	Hotel/Restaurant Man	Materials & Supplies
			\$541.14	6322	Info Tech/Network Ad	Materials & Supplies
			\$47.25	6322	Architectural Millwo	Materials & Supplies
			\$5,930.79	6269	Miscellaneous Colleg	Other Services
			\$50,127.75	6322	Program Development	Materials & Supplies
			\$26,360.61	4027	Budgeted Revenue	Tuition Refund
			\$640.25	6322	Social/Behavioral Sc	Materials & Supplies
\$125.00	6322	Social/Behavioral Sc	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	485841	\$234,318.65	\$85.00	6322	STRIVE	Materials & Supplies
			\$96.00	6322	Tool Machinist	Materials & Supplies
			\$1,504.20	6322	Office of VP, Info S	Materials & Supplies
			\$21,005.43	2019	Follett Bookstore	Accounts Payable Acc
			\$881.90	2019	Follett Bookstore	Accounts Payable Acc
			\$297.96	2019	Follett Bookstore	Accounts Payable Acc
			\$62.25	6322	Office of Dean, Scie	Materials & Supplies
			\$41.96	6322	Office of Dean, Heal	Materials & Supplies
			\$119.98	6322	Info Tech/Network Ad	Materials & Supplies
			\$148.75	6322	Office of VP, Info S	Materials & Supplies
			\$243.88	2019	Follett Bookstore	Accounts Payable Acc
			\$112,565.60	2019	Follett Bookstore	Accounts Payable Acc
			\$170.91	2019	Follett Bookstore	Accounts Payable Acc
			\$494.52	2019	Follett Bookstore	Accounts Payable Acc
			\$2,384.73	2019	Follett Bookstore	Accounts Payable Acc
			\$165.25	6322	IPT Regional Telecom	Materials & Supplies
			\$241.66	6322	Agri Business	Materials & Supplies
			\$94.50	6322	Architectural Drafti	Materials & Supplies
			\$22.70	6322	Building Trades	Materials & Supplies
			\$92.25	6752	Boone Campus Scholar	Scholarships Womens
			\$18.50	6322	Child Care	Materials & Supplies
			\$226.96	6322	Horticulture	Materials & Supplies
			\$309.75	6322	Communications	Materials & Supplies
			\$90.00	6322	Communications	Materials & Supplies
			\$846.57	6322	Graphic Design	Materials & Supplies
			\$225.50	6322	High Tech Robotics	Materials & Supplies
			\$39.50	6322	Distance Learning	Materials & Supplies
			\$36.25	6322	Heavy Diesel Equipme	Materials & Supplies
			\$262.46	6322	Developmental Educat	Materials & Supplies
			\$5.19	6322	Dental Hygiene	Materials & Supplies
			\$205.43	6322	Dental Assistant	Materials & Supplies
			\$185.50	6322	Office of Exec Dean,	Materials & Supplies
			\$1,277.70	6322	Office of Dean, Scie	Materials & Supplies
			\$482.50	6322	Criminal Justice	Materials & Supplies
			\$1,521.25	6322	Mathematics & Scienc	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	485841	\$234,318.65	\$3,838.13	6322	Dean, Business & Inf	Materials & Supplies
FHEG Boone Bookstore #108	485842	\$55,503.86	\$197.25	6322	Learning Center Book	Materials & Supplies
			\$2,803.21	2019	Follett Bookstore	Accounts Payable Acc
			\$3,288.75	2019	Follett Bookstore	Accounts Payable Acc
			\$108.03	6322	DOT Civil Engr Tech	Materials & Supplies
			\$6.36	6322	Baseball Booster Clu	Materials & Supplies
			\$0.63	6322	Bear's Crew	Materials & Supplies
			\$590.00	6753	Boone Campus Scholar	Scholarships Basebal
			\$2,569.50	6754	Boone Campus Scholar	Scholarships Volleyb
			\$2,853.00	6751	Boone Campus Scholar	Scholarships Mens Ba
			\$1,738.75	6752	Boone Campus Scholar	Scholarships Womens
			\$188.75	6322	Communications	Materials & Supplies
			\$28.70	6322	Office of Exec Dean,	Materials & Supplies
			\$192.20	6322	Boone Displaced Home	Materials & Supplies
			\$75.00	6322	Humanities	Materials & Supplies
			\$2,156.72	6269	Miscellaneous Colleg	Other Services
			\$6,797.05	4027	Budgeted Revenue	Tuition Refund
			\$160.75	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$1,599.20	6322	Social/Behavioral Sc	Materials & Supplies
			\$25.30	6322	Technology Camp	Materials & Supplies
			\$30,118.26	2019	Follett Bookstore	Accounts Payable Acc
			\$6.45	6322	Boone Athletic Depar	Materials & Supplies
FHEG Carroll Bookstore #1	485843	\$12,577.95	\$4.98	6322	Associates Degree Nu	Materials & Supplies
			\$9,175.20	2019	Follett Bookstore	Accounts Payable Acc
			\$2,508.00	6322	Program Development	Materials & Supplies
			\$3.98	6322	Office Occupations	Materials & Supplies
			\$4.79	6322	Accounting	Materials & Supplies
			\$736.00	6322	Office of Exec Dean,	Materials & Supplies
			\$34.93	6322	Office of Coord, Cir	Materials & Supplies
			\$55.96	6322	Building Rental for	Materials & Supplies
FHEG Newton Bookstore #10	485844	\$37,777.49	\$5,752.97	4027	Budgeted Revenue	Tuition Refund
			\$327.75	2019	Follett Bookstore	Accounts Payable Acc

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Newton Bookstore #10	485844	\$37,777.49	\$1,492.50	6322	Outreach Maintenance	Materials & Supplies
			\$543.70	2019	Follett Bookstore	Accounts Payable Acc
			\$14,574.96	2019	Follett Bookstore	Accounts Payable Acc
			\$730.18	6322	Office of Exec Dean,	Materials & Supplies
			\$291.20	6322	IPT Regional Telecom	Materials & Supplies
			\$293.22	2019	Follett Bookstore	Accounts Payable Acc
			\$13,517.27	2019	Follett Bookstore	Accounts Payable Acc
			\$253.74	6322	Electrical Construct	Materials & Supplies
			FHEG Urban Bookstore #108	485845	\$100,045.66	\$85.76
\$53.21	6322	Student Services				Materials & Supplies
\$135.00	6322	Student Development				Materials & Supplies
\$257.00	4027	Budgeted Revenue				Tuition Refund
\$340.20	6322	Psychology/Anthropolo				Materials & Supplies
\$926.44	6269	Miscellaneous Colleg				Other Services
\$60.95	6322	Medical Assistant				Materials & Supplies
\$168.50	6322	Mathematics & Scienc				Materials & Supplies
\$50.00	6322	Library				Materials & Supplies
\$190.00	6322	Legal Assistant				Materials & Supplies
\$4,785.94	2019	Follett Bookstore				Accounts Payable Acc
\$361.23	2019	Follett Bookstore				Accounts Payable Acc
\$1,399.02	2019	Follett Bookstore				Accounts Payable Acc
\$2,958.41	2019	Follett Bookstore				Accounts Payable Acc
\$87,412.06	2019	Follett Bookstore				Accounts Payable Acc
\$262.75	6322	First Year ADN Club				Materials & Supplies
\$129.75	6322	Accounting				Materials & Supplies
\$26.50	6322	Child Care				Materials & Supplies
\$38.90	6322	Communications				Materials & Supplies
\$101.00	6322	Computer Science				Materials & Supplies
\$53.25	6322	COOP				Materials & Supplies
\$5.54	6322	Data Processing				Materials & Supplies
\$33.00	6322	Office of Exec Dean,				Materials & Supplies
\$128.75	6322	Office of Exec Dean,	Materials & Supplies			
\$82.50	6322	History/Geology	Materials & Supplies			
FHEG West Bookstore #1089	485846	\$14,716.83	\$14,716.83	2019	Follett Bookstore	Accounts Payable Acc

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Fischer Architects	485849	\$22,418.00	\$22,418.00	6012	Ankeny Remodeling	Architect's Fees
G and S Office Machines L	485854	\$8,359.00	\$8,359.00	6322	WLAN Support	Materials & Supplies
G Commerce Inc	485855	\$27,357.33	\$27,357.33	6269	GCommerce #2-Job Spe	Other Services
Glazers Distributors of I	485863	\$6,598.19	\$2,923.80	6518	Hospitality Careers	Gourmet Dinners
			\$3,674.39	6518	Hospitality Careers	Gourmet Dinners
Herald Publishing Co	485871	\$3,215.00	\$3,215.00	6110	Office of Dir, Marke	Information Services
ING Advisors Networks	485882	\$454,085.00	\$454,085.00	6269	ING Financial #5-Job	Other Services
IT Outlet Inc	485895	\$25,004.56	\$25,004.56	6323	Technical Update Equ	Minor Equipment
JC's Service Inc	485899	\$3,400.00	\$3,400.00	6444	Health Sciences Buil	Landscaping Material
Kramer Entertainment Agen	485916	\$3,450.00	\$3,450.00	6269	Student Activities	Other Services
Kum and Go	485917	\$106,129.35	\$2,800.00	6269	Kum & Go, LC-Trainin	Other Services
			\$103,329.35	6269	Kum & Go, LC-Job Spe	Other Services
Lean Training and Consult	485921	\$3,294.95	\$3,294.95	6015	Quality Assurance Tr	Consultant's Fees
Mardock Drafting Services	485931	\$3,082.50	\$3,082.50	6015	Ankeny Remodeling	Consultant's Fees
Martin Brothers Distribut	485932	\$6,537.28	-\$24.62	6511	Cafeteria	Purchases for Resale
			\$1,758.77	6511	Cafeteria	Purchases for Resale
			\$1,147.52	6511	Cafeteria	Purchases for Resale
			\$1,865.79	6511	Cafeteria	Purchases for Resale
			\$1,789.82	6511	Cafeteria	Purchases for Resale
MidAmerican Energy Co	485940	\$45,040.28	\$45,040.28	6190	Utilities	Utilities
Midwest Warehouse Solutio	485944	\$8,984.93	\$6,339.49	6090	Buildings Equipment	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Warehouse Solutio	485944	\$8,984.93	\$2,645.44	6090	Buildings Equipment	Maintenance/Repair o
Miller building Restorati	485947	\$2,750.00	\$2,750.00	6100	Grounds	Maintenance of Groun
Nextel Partners Inc	485958	\$3,604.65	\$26.33	6150	Physical Plant Opera	Communications
			\$26.94	6150	Plant Operations, St	Communications
			\$208.40	6150	Physical Plant Opera	Communications
			\$33.21	6150	Physical Plant Opera	Communications
			\$16.21	6150	Quality Assurance Tr	Communications
			\$31.32	6150	Respiratory Therapy	Communications
			\$513.79	6150	Transportation Insti	Communications
			\$246.95	6150	Office of VP, Commnt	Communications
			\$845.64	6150	WLAN Support	Communications
			\$32.42	6150	Physical Plant Opera	Communications
			\$58.95	6150	Office of the Dir, P	Communications
			\$16.21	6150	Perkins Administrati	Communications
			\$705.64	6150	Mechanical Maintenanc	Communications
			\$220.42	6150	2402 SW 36th Street-	Communications
			\$28.75	6150	Evening & Weekend	Communications
			\$41.44	6150	Enrollment Managemen	Communications
			\$268.54	6150	Economic Development	Communications
			\$27.97	6150	Dental Assistant	Communications
			\$76.26	6150	Office of Exec Dean,	Communications
			\$32.42	6150	Office of Dean, Indu	Communications
			\$16.21	6150	Data Processing	Communications
			\$4.67	6150	Campus Communication	Communications
			\$16.21	6150	Office of Exec Dir,	Communications
			\$15.56	6150	Campus Communication	Communications
			\$46.21	6150	Associates Degree Nu	Communications
			\$32.42	6150	Upward Bound FY2009	Communications
			\$15.56	6150	IPT Regional Telecom	Communications
Nick Miller Construction	485959	\$5,120.00	\$1,920.00	6269	Grounds	Other Services
			\$3,200.00	6220	Grounds	Rental of Equipment
Oracle Corporation	485966	\$7,745.69	\$7,745.69	6324	Information Systems	Computer Software



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Poindexter Flooring Inc	485975	\$15,925.00	\$353.00	6090	Physical Plant Charg	Maintenance/Repair o
			\$15,572.00	6090	Physical Plant Charg	Maintenance/Repair o
Purcell Printing and Grap	485979	\$7,238.88	\$2,155.56	6120	Non-Credit Civil Eng	Printing/Reproductio
			\$3,947.99	6120	Enrollment Managemen	Printing/Reproductio
			\$115.17	6322	Student Handbook	Materials & Supplies
			\$813.81	6120	Business Administrat	Printing/Reproductio
			\$90.97	6120	Diesel Storage Build	Printing/Reproductio
			\$115.38	6120	Library	Printing/Reproductio
Reinhart Foodservice	485985	\$3,865.38	\$951.93	6518	Hospitality Careers	Gourmet Dinners
			\$171.62	6518	Hospitality Careers	Gourmet Dinners
			\$271.40	6322	Hotel/Restaurant Man	Materials & Supplies
			\$406.93	6518	Hospitality Careers	Gourmet Dinners
			\$285.71	6322	Hotel/Restaurant Man	Materials & Supplies
			\$530.13	6322	Hotel/Restaurant Man	Materials & Supplies
			\$346.80	6322	Hotel/Restaurant Man	Materials & Supplies
			\$158.24	6519	Bistro	College Inn
			\$742.62	6519	Bistro	College Inn
Robert Half Technology	485988	\$7,600.00	\$3,800.00	6019	Office of VP, Info S	Other Professional S
			\$3,800.00	6019	Office of VP, Info S	Other Professional S
Seneca Companies	485996	\$11,059.78	\$5,156.61	7100	Equip Replacement In	Furniture, Machinery
			\$5,903.17	6322	Equip Replacement In	Materials & Supplies
US Cellular	486030	\$7,458.94	\$85.01	6150	Land Survey ACE Prog	Communications
			\$54.83	6150	Office of Sr VP, Bus	Communications
			\$498.15	6150	Enrollment Managemen	Communications
			\$64.90	6150	IPT Regional Telecom	Communications
			\$128.33	6150	MEPB-Des Moines Subc	Communications
			\$34.88	6150	Associate Dean, Urba	Communications
			\$25.05	6150	Associates Degree Nu	Communications
			\$64.87	6150	Career Pathways Prog	Communications
			\$111.04	6150	Office of Coord, Cir	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	486030	\$7,458.94	\$15.89	6150	Campus Communication	Communications
			\$55.81	6150	Campus Communication	Communications
			\$270.16	6150	Custodial	Communications
			\$63.12	6150	Office of Exec Dean,	Communications
			\$69.33	6150	Office of Exec Dean,	Communications
			\$21.97	6150	Office of Dean, Scie	Communications
			\$13.06	6150	Office of Exec Dean,	Communications
			\$675.51	6150	Office of Exec Dean,	Communications
			\$7.93	6150	Distance Learning	Communications
			\$247.52	6150	Economic Development	Communications
			\$194.71	6150	Evening & Weekend	Communications
			\$51.82	6150	Office of Exec Dir,	Communications
			\$140.49	6150	Grounds	Communications
			\$100.91	6150	2402 SW 36th Street-	Communications
			\$12.75	6150	Health Services	Communications
			\$71.97	6150	Office of Exec Dir,	Communications
			\$64.16	6150	Office of Exec Dir,	Communications
			\$17.50	6150	Info Tech/Network Ad	Communications
			\$51.54	6150	Office of Dir, Marke	Communications
			\$37.55	6150	Motorcycle and Moped	Communications
			\$259.26	6150	Office of the Dir, P	Communications
			\$114.69	6150	Physical Plant Opera	Communications
			\$140.14	6150	Physical Plant Opera	Communications
			\$262.22	6150	Program Development	Communications
			\$683.93	6150	Office of Dir, Purch	Communications
			\$209.48	6150	Respiratory Therapy	Communications
			\$184.50	6150	Office of VP, Commnt	Communications
			\$116.70	6150	Office of Sr VP, Aca	Communications
			\$27.17	6150	WIA-Dislocated Worke	Communications
			\$16.07	6150	Wellness	Communications
\$2,146.70	6150	WLAN Support	Communications			
\$101.66	6150	Youth at Risk - Anke	Communications			
Valley West Uniforms	486032	\$2,594.40	\$139.00	6322	Program Development	Materials & Supplies
			\$25.00	6322	Program Development	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Valley West Uniforms	486032	\$2,594.40	\$895.00	6322	Program Development	Materials & Supplies
			\$100.00	6322	Program Development	Materials & Supplies
			\$1,165.50	6322	Program Development	Materials & Supplies
			\$157.90	6322	Food Service-Culinar	Materials & Supplies
			\$112.00	6322	Program Development	Materials & Supplies
VeriSign	486037	\$5,383.00	\$5,383.00	6324	Technical Update Equ	Computer Software
Vernon Company	486039	\$2,548.90	\$2,548.90	6322	Non-Credit Civil Eng	Materials & Supplies
Windstar Lines Inc	486048	\$2,625.00	\$2,625.00	6470	Horticulture	Travel-Out of State
Xerox Corp	486051	\$5,333.11	\$5,333.11	6060	Duplicating Services	Maintenance/Repair o
Converse Conditioned Air	486076	\$2,562.51	\$1,050.00	6266	WIA-Dislocated Worke	Stipends
			\$384.38	6266	WIA-Dislocated Worke	Stipends
			\$1,128.13	6266	WIA-Dislocated Worke	Stipends
DMACC Student Accounts	486078	\$3,464.81	\$3,000.00	6266	WIA-Adult	Stipends
			\$464.81	6266	WIA-Dislocated Worke	Stipends
Iowa Workforce Developmen	486087	\$13,495.35	\$246.97	6210	Learning Center #2-A	Rental of Buildings
			\$619.44	6210	WIA-Adult	Rental of Buildings
			\$570.86	6210	WIA-Administration	Rental of Buildings
			\$6,699.06	6210	Promise Jobs-Trainin	Rental of Buildings
			\$192.99	6210	Promise Jobs-Adminis	Rental of Buildings
			\$1,483.14	6210	Learning Center #2	Rental of Buildings
			\$3,682.89	6210	WIA-Dislocated Worke	Rental of Buildings
Adventure Charter and Tou	486112	\$2,950.00	\$250.00	6470	Perkins Professional	Travel-Out of State
			\$2,700.00	6470	Retail Merchandising	Travel-Out of State
Agrigold Hybrids	486113	\$2,723.42	\$2,723.42	6322	Dallas County Farm O	Materials & Supplies
Ahlers and Cooney PC	486114	\$15,179.00	\$3,912.50	6013	Office of Sr VP, Bus	Legal Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ahlers and Cooney PC	486114	\$15,179.00	\$3,670.35	6013	Office of Sr VP, Bus	Legal Fees
			\$122.50	6013	Office of Sr VP, Bus	Legal Fees
			\$7,473.65	6013	Office of Sr VP, Bus	Legal Fees
Americas Best Apparel Inc	486119	\$5,211.20	\$594.90	6322	Board of Directors	Materials & Supplies
			\$328.50	6322	Iowa Telecomm ACE Pr	Materials & Supplies
			\$4,287.80	6322	Enrollment Managemen	Materials & Supplies
Arnold Motor Supply	486123	\$2,806.68	\$109.94	6511	Auto Mechanics	Purchases for Resale
			\$66.72	6511	Auto Mechanics	Purchases for Resale
			\$117.86	6511	Auto Mechanics	Purchases for Resale
			\$40.64	6511	Auto Mechanics	Purchases for Resale
			\$39.98	6511	Auto Mechanics	Purchases for Resale
			\$134.11	6511	Auto Mechanics	Purchases for Resale
			\$8.34	6511	Auto Mechanics	Purchases for Resale
			\$12.72	6511	Auto Mechanics	Purchases for Resale
			\$5.21	6511	Auto Mechanics	Purchases for Resale
			\$238.24	6511	Auto Mechanics	Purchases for Resale
			\$34.70	6511	Auto Mechanics	Purchases for Resale
			\$18.72	6511	Auto Mechanics	Purchases for Resale
			\$12.49	6511	Auto Mechanics	Purchases for Resale
			\$44.97	6511	Auto Mechanics	Purchases for Resale
			\$31.98	6511	Auto Mechanics	Purchases for Resale
			\$89.01	6511	Auto Mechanics	Purchases for Resale
			\$60.62	6511	Auto Mechanics	Purchases for Resale
			\$45.65	6511	Auto Mechanics	Purchases for Resale
			\$162.85	6511	Auto Mechanics	Purchases for Resale
			\$43.46	6511	Auto Mechanics	Purchases for Resale
\$54.50	6511	Auto Mechanics	Purchases for Resale			
\$14.24	6511	Auto Mechanics	Purchases for Resale			
\$7.32	6511	Auto Mechanics	Purchases for Resale			
\$54.90	6511	Auto Mechanics	Purchases for Resale			
\$47.97	6511	Auto Mechanics	Purchases for Resale			
\$6.38	6511	Auto Mechanics	Purchases for Resale			
\$31.99	6511	Auto Mechanics	Purchases for Resale			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	486123	\$2,806.68	\$97.17	6511	Auto Mechanics	Purchases for Resale
			\$21.98	6322	Dallas County Farm O	Materials & Supplies
			\$263.33	6322	Tech Prep Program #2	Materials & Supplies
			\$497.71	6322	Tech Prep Program #2	Materials & Supplies
			\$29.94	6511	Auto Mechanics	Purchases for Resale
			\$24.98	6511	Auto Mechanics	Purchases for Resale
			\$52.38	6322	Story County Academy	Materials & Supplies
			\$95.68	6322	Story County Academy	Materials & Supplies
			\$17.40	6322	Story County Academy	Materials & Supplies
			\$26.94	6322	Story County Academy	Materials & Supplies
			-\$30.31	6511	Auto Mechanics	Purchases for Resale
			\$14.99	6511	Auto Mechanics	Purchases for Resale
			-\$2.27	6511	Auto Mechanics	Purchases for Resale
			\$23.17	6511	Auto Mechanics	Purchases for Resale
			\$12.60	6511	Auto Mechanics	Purchases for Resale
			\$39.17	6511	Auto Mechanics	Purchases for Resale
\$14.99	6511	Auto Mechanics	Purchases for Resale			
\$71.32	6511	Auto Mechanics	Purchases for Resale			
Bavarian Inn	486127	\$4,041.75	\$1,768.27	6321	Continuing Ed, 2 Day	Food
			\$2,273.48	6269	Continuing Ed, 2 Day	Other Services
Burns, Jerald L.	486136	\$2,722.80	\$495.00	6479	Auto Service	Staff Development-Ou
			\$1,708.92	6470	Auto Service	Travel-Out of State
			\$432.88	6470	ASEP Auto	Travel-Out of State
			\$86.00	6489	Auto Service	Staff Development-In
Hewlett Packard	486206	\$20,427.00	\$1,271.00	6323	Economic Development	Minor Equipment
			\$18,540.00	6325	Health Sciences Bldg	Computer Equipment
			\$616.00	6323	Info Tech/Network Ad	Minor Equipment
High Properties	486208	\$37,372.22	\$37,372.22	6269	High Property Mmgt -	Other Services
Innovative Mechanical Ser	486217	\$42,275.00	\$42,275.00	7600	Technical Update Equ	Buildings and Fixed
Iowa Communications Netwo	486221	\$17,624.00	\$1,662.99	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	486221	\$17,624.00	\$148.61	6150	Campus Communication	Communications
			\$56.53	6150	Campus Communication	Communications
			\$3,280.50	6150	Campus Communication	Communications
			\$0.21	6150	Campus Communication	Communications
			\$3,680.13	6269	Distance Learning	Other Services
			\$17.29	6150	Campus Communication	Communications
			\$7,471.75	6150	Campus Communication	Communications
			\$26.36	6150	Campus Communication	Communications
			\$166.14	6150	Campus Communication	Communications
			\$84.25	6060	Adult Basic Educatio	Maintenance/Repair o
			\$1,029.24	6150	Continuing Ed, Criti	Communications
Jacobson Companies	486229	\$15,022.64	\$12,239.03	6269	Jacobson Transp-Job	Other Services
			\$2,783.61	6269	Jacobson Transp-Mgt/	Other Services
Karl Chevrolet	486238	\$46,743.84	\$11,387.50	7400	Equipment Replacemen	Vehicles
			-\$5.94	6511	Auto Mechanics	Purchases for Resale
			-\$19.10	6511	Auto Mechanics	Purchases for Resale
			\$11,387.50	7400	Equip Replacement In	Vehicles
			\$20.08	6511	Auto Mechanics	Purchases for Resale
			\$19.46	6511	Auto Mechanics	Purchases for Resale
			\$10.47	6511	Auto Mechanics	Purchases for Resale
			\$72.34	6511	Auto Mechanics	Purchases for Resale
			\$72.29	6511	Auto Mechanics	Purchases for Resale
			\$63.18	6511	Auto Mechanics	Purchases for Resale
			\$4.07	6511	Auto Mechanics	Purchases for Resale
			\$11,750.00	7400	Equipment Replacemen	Vehicles
			\$11,750.00	7400	Equip Replacement In	Vehicles
			\$37.20	6511	Auto Mechanics	Purchases for Resale
			\$42.04	6511	Auto Mechanics	Purchases for Resale
			\$29.57	6511	Auto Mechanics	Purchases for Resale
			\$35.20	6511	Auto Mechanics	Purchases for Resale
			\$10.08	6511	Auto Mechanics	Purchases for Resale
			\$77.90	6511	Auto Mechanics	Purchases for Resale
Lean Training and Consult	486249	\$2,583.69	\$2,583.69	6015	Quality Assurance Tr	Consultant's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
LEGO Education	486250	\$3,705.00	\$3,705.00	6323	Story County Academy	Minor Equipment
Martin Brothers Distribut	486258	\$3,929.01	\$757.47	6511	Urban Cafeteria	Purchases for Resale
			\$1,232.81	6511	Urban Cafeteria	Purchases for Resale
			\$1,009.28	6511	Urban Cafeteria	Purchases for Resale
			-\$3.12	6511	Urban Cafeteria	Purchases for Resale
			\$932.57	6511	Urban Cafeteria	Purchases for Resale
Mid Iowa Construction	486265	\$4,240.14	\$4,240.14	6090	Ankeny Remodeling	Maintenance/Repair o
Midwest Office Technology	486269	\$3,812.85	\$107.58	6060	Continuing Ed, Nurse	Maintenance/Repair o
			\$123.77	6060	Urban Copy Usage	Maintenance/Repair o
			\$495.18	6060	Office of Dean, Scie	Maintenance/Repair o
			\$145.10	6060	Adult Basic Educatio	Maintenance/Repair o
			\$82.09	6060	Office of the Dir, P	Maintenance/Repair o
			\$51.11	6060	Library	Maintenance/Repair o
			\$5.35	6060	Chrysler Apprentice	Maintenance/Repair o
			\$434.04	6060	Urban Copy Usage	Maintenance/Repair o
			\$47.96	6060	Equip Replacement In	Maintenance/Repair o
			\$82.21	6060	Office of Exec Dean,	Maintenance/Repair o
			\$46.34	6060	Wellness	Maintenance/Repair o
			\$146.68	6060	Distance Learning	Maintenance/Repair o
			\$141.00	6060	Distance Learning	Maintenance/Repair o
			\$3.38	6060	Equip Replacement St	Maintenance/Repair o
			\$339.68	6060	Chrysler Apprentice	Maintenance/Repair o
			\$3.11	6060	WLAN Support	Maintenance/Repair o
			\$3.34	6060	STRIVE	Maintenance/Repair o
			\$25.04	6060	STRIVE	Maintenance/Repair o
			\$350.83	6060	Adult Basic Educatio	Maintenance/Repair o
			\$74.01	6060	Youth at Risk - Anke	Maintenance/Repair o
			\$8.70	6060	ESL	Maintenance/Repair o
			\$752.72	6060	Office of Dean, Scie	Maintenance/Repair o
			\$126.55	6060	Duplicating Services	Maintenance/Repair o
			\$136.40	6060	Economic Development	Maintenance/Repair o
			\$1.10	6060	Practical Nursing	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	486269	\$3,812.85	\$31.87	6060	Library	Maintenance/Repair o
			\$20.82	6060	Aging Services Admin	Maintenance/Repair o
			\$8.94	6060	Office of Exec Dean,	Maintenance/Repair o
			\$1.96	6060	Office of Exec Dean,	Maintenance/Repair o
			\$15.99	6060	Practical Nursing	Maintenance/Repair o
NAACP	486277	\$5,000.00	\$5,000.00	6269	Other General Instit	Other Services
Pitney Bowes Inc	486295	\$12,427.00	\$845.00	6323	Equipment Replacemen	Minor Equipment
			\$1,950.00	6323	Equipment Replacemen	Minor Equipment
			\$403.00	6322	Equipment Replacemen	Materials & Supplies
			\$2,380.00	6269	Equipment Replacemen	Other Services
			\$1,695.00	6324	Equipment Replacemen	Computer Software
			\$123.00	6269	Equipment Replacemen	Other Services
			\$4,585.00	6324	Equipment Replacemen	Computer Software
\$446.00	6269	Equipment Replacemen	Other Services			
Productivity Inc	486301	\$86,706.00	\$43,758.00	7100	Equip Replacement In	Furniture, Machinery
			\$42,948.00	7100	Equip Replacement In	Furniture, Machinery
Rave Wireless Inc	486315	\$35,592.00	\$35,592.00	6269	Other Projects	Other Services
Reinhart Foodservice	486318	\$3,808.92	\$289.70	6322	Hotel/Restaurant Man	Materials & Supplies
			\$896.54	6518	Hospitality Careers	Gourmet Dinners
			\$420.40	6518	Hospitality Careers	Gourmet Dinners
			-\$0.31	6322	Hotel/Restaurant Man	Materials & Supplies
			\$690.83	6322	Hotel/Restaurant Man	Materials & Supplies
			\$781.05	6519	Bistro	College Inn
			\$233.31	6519	Bistro	College Inn
			\$497.40	6322	Hotel/Restaurant Man	Materials & Supplies
Reliance Standard	486319	\$42,284.69	\$14,320.76	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$15,112.13	2254	Fund 1 General Ledge	Long Term Disability
			\$12,851.80	2253	Fund 1 General Ledge	Basic Life Insurance
Robert Half Technology	486323	\$3,800.00	\$3,800.00	6019	Office of VP, Info S	Other Professional S



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	486336	\$14,617.09	\$4,953.70	6261	Physical Plant Opera	Contracted Security
			\$9,663.39	6261	Office of the Dir, P	Contracted Security
Spal USA	486342	\$14,513.23	\$14,513.23	6269	SPAL-USA, Inc-Job Sp	Other Services
Storey Kenworthy	486347	\$14,627.76	\$65.63	6322	Office of VP, Commnt	Materials & Supplies
			\$85.32	6322	Welding	Materials & Supplies
			\$56.28	6322	Workforce Developmen	Materials & Supplies
			\$551.78	6322	WLAN Support	Materials & Supplies
			\$606.28	6322	Youth at Risk - Anke	Materials & Supplies
			\$275.12	6322	Office Occupations	Materials & Supplies
			\$61.80	6322	Office of Exec Dir,	Materials & Supplies
			\$6.95	6322	Economic Development	Materials & Supplies
			\$202.72	6322	Office of Dir, Finan	Materials & Supplies
			\$25.96	6322	Communications	Materials & Supplies
			\$50.66	6322	Office of Exec Dean,	Materials & Supplies
			\$53.78	6322	Office of the Presid	Materials & Supplies
			\$11.50	6322	Graphic Design	Materials & Supplies
			\$161.46	6322	Life Skills-Correcti	Materials & Supplies
			\$59.70	6322	Strengthng Inst-Titl	Materials & Supplies
			\$932.93	6322	Adult Basic Educatio	Materials & Supplies
			\$67.68	6322	Ames High School	Materials & Supplies
			\$31.12	6322	Assessment Center Se	Materials & Supplies
			\$209.76	6322	Associates Degree Nu	Materials & Supplies
			\$16.56	6322	Boone Athletic Depar	Materials & Supplies
\$135.67	6322	Auto Service	Materials & Supplies			
\$7.50	6322	Auto Service	Materials & Supplies			
\$9.46	6322	Board of Directors	Materials & Supplies			
\$151.61	6322	Office of Exec Dir,	Materials & Supplies			
\$49.42	6322	Horticulture	Materials & Supplies			
\$739.47	6322	Office of Controller	Materials & Supplies			
\$64.18	6322	Duplicating Services	Materials & Supplies			
\$82.40	6322	Credentials	Materials & Supplies			
\$17.56	6322	Curriculum & Schedul	Materials & Supplies			
\$110.28	6322	Data Processing	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	486347	\$14,627.76	\$25.96	6322	Office of Exec Dean,	Materials & Supplies
			\$179.63	6322	Dean, Business & Inf	Materials & Supplies
			\$124.06	6322	Office of Exec Dean,	Materials & Supplies
			\$629.42	6322	Office of Dean, Heal	Materials & Supplies
			\$102.27	6322	Office of Dean, Indu	Materials & Supplies
			\$1,144.21	6322	Office of Exec Dean,	Materials & Supplies
			\$851.68	6322	Office of Dean, Scie	Materials & Supplies
			\$220.51	6322	Office of Exec Dean,	Materials & Supplies
			\$493.59	6322	Office of Exec Dean,	Materials & Supplies
			\$19.54	6322	Dental Hygiene	Materials & Supplies
			\$336.89	6322	Developmental Educat	Materials & Supplies
			\$665.81	6322	Economic Development	Materials & Supplies
			\$15.07	6322	Graphic Arts	Materials & Supplies
			\$11.70	6322	Continuing Ed, Gener	Materials & Supplies
			\$89.91	6322	Hotel/Restaurant Man	Materials & Supplies
			\$44.47	6322	Office of Exec Dir,	Materials & Supplies
			\$19.88	6322	Judicial Office	Materials & Supplies
			\$607.10	6322	Mathematics & Scienc	Materials & Supplies
			\$386.53	6322	Manufacturing Techno	Materials & Supplies
			\$397.68	6322	Office of Dir, Marke	Materials & Supplies
			\$220.35	6322	Practical Nursing	Materials & Supplies
			\$157.65	6322	Director, Nursing	Materials & Supplies
			\$763.76	6322	Other General Instit	Materials & Supplies
			\$30.89	6322	Office of the Dir, P	Materials & Supplies
			\$103.53	6322	Program Development	Materials & Supplies
			\$4.04	6322	Office of Dir, Purch	Materials & Supplies
			\$136.14	6322	Office of VP, Info S	Materials & Supplies
			\$2.91	6322	Promise Jobs-Adminis	Materials & Supplies
			\$268.08	6322	Academic Development	Materials & Supplies
			\$6.88	6322	Promise Jobs-Trainin	Materials & Supplies
			\$260.33	6322	LEAN Process Improve	Materials & Supplies
			\$7.27	6322	WIA-Administration	Materials & Supplies
\$33.00	6322	Cafeteria	Materials & Supplies			
\$177.86	6322	IWD-IES	Materials & Supplies			
\$3.31	6322	WIA-Adult	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	486347	\$14,627.76	\$22.32	6322	NEG-Whirlpool	Materials & Supplies
			\$6.56	6322	WIA-Dislocated Worke	Materials & Supplies
			\$1.04	6322	Learning Center #2-A	Materials & Supplies
			\$0.80	6322	Learning Center #2	Materials & Supplies
			\$24.48	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$522.43	6322	Story County Academy	Materials & Supplies
			\$47.45	6322	Social/Behavioral Sc	Materials & Supplies
			\$396.67	6322	Student Services	Materials & Supplies
			\$102.98	6322	Student Services	Materials & Supplies
			\$45.83	6322	Surgical Technician	Materials & Supplies
			\$14.75	6322	Veterinary Techician	Materials & Supplies
Vital Support Systems	486364	\$235,465.62	\$235,465.62	6323	Health Sciences Bldg	Minor Equipment
Waste Mgmt of Iowa Corp.	486367	\$3,720.43	\$3,091.06	6030	Custodial	Custodial Services
			\$170.23	6030	Custodial	Custodial Services
			\$341.65	6030	Custodial	Custodial Services
			\$117.49	6030	Custodial	Custodial Services
Xerox Corp	486377	\$7,458.67	\$4,173.09	6060	Duplicating Services	Maintenance/Repair o
			\$3,285.58	6060	Duplicating Services	Maintenance/Repair o
American Funds	486411	\$3,705.00	\$3,705.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Ameriprise Financial Serv	486413	\$2,744.56	\$2,744.56	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DMACC HEA	486424	\$5,621.98	\$5,621.98	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
Vanguard Group	486468	\$6,123.76	\$6,123.76	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DMACC Student Accounts	486485	\$37,910.59	\$614.58	6266	WIA-Dislocated Worke	Stipends
			\$1,498.00	6266	WIA-Dislocated Worke	Stipends
			\$208.00	6266	WIA-Dislocated Worke	Stipends
			\$350.81	6266	WIA-Dislocated Worke	Stipends
			\$381.00	6266	WIA-Dislocated Worke	Stipends

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Student Accounts	486485	\$37,910.59	\$1,606.63	6266	WIA-Dislocated Worke	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$1,500.00	6266	WIA-Dislocated Worke	Stipends
			\$1,250.75	6266	WIA-Dislocated Worke	Stipends
			\$1,268.00	6266	WIA-Dislocated Worke	Stipends
			\$540.75	6266	WIA-Dislocated Worke	Stipends
			\$1,800.00	6266	WIA-Dislocated Worke	Stipends
			\$1,901.50	6266	WIA-Dislocated Worke	Stipends
			\$2,085.75	6266	WIA-Dislocated Worke	Stipends
			\$1,434.25	6266	WIA-Dislocated Worke	Stipends
			\$1,045.00	6266	WIA-Dislocated Worke	Stipends
			\$1,616.00	6266	WIA-Dislocated Worke	Stipends
			\$1,879.50	6266	WIA-Dislocated Worke	Stipends
			\$1,855.00	6266	WIA-Dislocated Worke	Stipends
			\$1,645.48	6266	WIA-Dislocated Worke	Stipends
			\$1,456.71	6266	WIA-Dislocated Worke	Stipends
			\$1,791.29	6266	WIA-Dislocated Worke	Stipends
			\$1,095.00	6266	WIA-Dislocated Worke	Stipends
			\$161.68	6266	WIA-Adult	Stipends
			\$1,375.16	6266	WIA-Adult	Stipends
\$1,952.50	6266	WIA-Dislocated Worke	Stipends			
\$1,968.25	6266	WIA-Dislocated Worke	Stipends			
\$2,129.00	6266	WIA-Dislocated Worke	Stipends			
Iowa Communications Netwo	486497	\$13,967.82	\$91.75	6150	Perry-General Fund	Communications
			\$89.75	6150	Pella-General Fund	Communications
			\$24.93	6150	Newton-General Fund	Communications
			\$3.91	6150	Newton-PJ Basic	Communications
			\$175.94	6150	Ames-General Fund	Communications
			\$10,540.62	6150	IWD-Des Moines Offic	Communications
			\$2,951.24	6150	IES-Des Moines	Communications
			\$59.05	6150	Boone-General Fund	Communications
			\$27.22	6150	Ames-PJ Basic	Communications
\$3.41	6150	Newton-TAA	Communications			
Tennant Financial Service	486541	\$32,372.94	\$32,372.94	7100	Equip Replacement Ph	Furniture, Machinery

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Garage Door	486542	\$3,056.00	\$70.00	6090	Office of the Dir, P	Maintenance/Repair o
			\$2,986.00	6090	Buildings Equipment	Maintenance/Repair o
Aldor Solutions Corporati	486548	\$3,380.00	\$3,380.00	6324	Mortuary Science ACE	Computer Software
American Association of C	486555	\$11,785.00	\$11,785.00	6040	Other General Instit	Memberships
Badding Winker Partnershi	486568	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Case Management Society o	486592	\$4,530.00	\$4,530.00	6269	Continuing Ed, Healt	Other Services
Denman and Co LLP	486619	\$22,000.00	\$22,000.00	6011	Office of Sr VP, Bus	Auditor's Fees
Des Moines Register	486622	\$8,960.87	\$202.47	6340	Library	Periodicals
			\$8,758.40	6110	Office of Exec Dir,	Information Services
Electronic Communication	486633	\$28,742.07	\$24,459.84	6323	Health Sciences Bldg	Minor Equipment
			\$1,415.45	6323	Technical Update Equ	Minor Equipment
			\$2,866.78	6323	Strengthng Inst-Titl	Minor Equipment
Farner Bocken Co	486641	\$10,074.44	\$1,058.68	6511	Snack Bar - Boone	Purchases for Resale
			\$1,066.09	6511	Snack Bar - Boone	Purchases for Resale
			\$650.16	6511	Snack Bar - Boone	Purchases for Resale
			\$1,084.77	6511	Snack Bar - Boone	Purchases for Resale
			-\$7.58	6511	Snack Bar - Boone	Purchases for Resale
			\$1,506.57	6511	Snack Bar - Boone	Purchases for Resale
			-\$24.48	6511	Snack Bar - Boone	Purchases for Resale
			\$1,385.34	6511	Snack Bar - Boone	Purchases for Resale
			\$2,517.18	6511	Cafeteria	Purchases for Resale
			\$837.71	6511	Snack Bar - Boone	Purchases for Resale
FHEG Ankeny Bookstore #10	486642	\$23,488.45	\$9.64	6322	Library	Materials & Supplies
			\$44.33	6322	Medical Assistant	Materials & Supplies
			\$3,200.81	6269	Miscellaneous Colleg	Other Services
			\$18.95	6322	Marketing	Materials & Supplies

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Des Moines Area Comm College  
 List of checks over \$2,500.00 from 18-SEP-2008 to 22-OCT-2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	486642	\$23,488.45	\$940.00	6322	Office of Dir, Marke	Materials & Supplies
			\$160.45	6322	Photography	Materials & Supplies
			\$4,657.62	6322	Program Development	Materials & Supplies
			\$6.49	6322	Office of Dir, Purch	Materials & Supplies
			\$174.50	6322	Social/Behavioral Sc	Materials & Supplies
			\$90.00	6322	Special Needs	Materials & Supplies
			\$136.11	6322	Staff Development	Materials & Supplies
			\$2.90	6322	STRIVE	Materials & Supplies
			\$5.52	6322	Office of Dir, Finan	Materials & Supplies
			\$750.00	6322	Workforce Developmen	Materials & Supplies
			\$287.50	6322	Office of Exec Dean,	Materials & Supplies
			\$1,559.45	4027	Budgeted Revenue	Tuition Refund
			\$102.45	6322	Social/Behavioral Sc	Materials & Supplies
			\$39.50	2019	Follett Bookstore	Accounts Payable Acc
			\$730.37	2019	Follett Bookstore	Accounts Payable Acc
			\$63.45	2019	Follett Bookstore	Accounts Payable Acc
			\$1,390.27	2019	Follett Bookstore	Accounts Payable Acc
			\$320.46	2019	Follett Bookstore	Accounts Payable Acc
			\$3,565.50	6322	Learning Center Book	Materials & Supplies
			\$12.95	6322	Humanities	Materials & Supplies
			\$59.95	6322	Continuing Ed, Healt	Materials & Supplies
			\$150.00	6322	Aging Services Admin	Materials & Supplies
			\$332.49	6322	Graphic Design	Materials & Supplies
			\$15.99	6322	Enrollment Managemen	Materials & Supplies
			\$112.50	6322	Economic Development	Materials & Supplies
			\$300.72	6322	Office of Dean, Scie	Materials & Supplies
			\$93.00	6322	Office of Exec Dean,	Materials & Supplies
			\$34.95	6322	Office of Dean, Heal	Materials & Supplies
			\$289.00	6322	Criminal Justice	Materials & Supplies
			\$915.00	6322	Communications	Materials & Supplies
			\$72.74	6322	Computer Aided Desig	Materials & Supplies
			\$117.00	6322	Agri Business	Materials & Supplies
			\$116.75	6322	Developmental Educat	Materials & Supplies
			\$413.19	2019	Follett Bookstore	Accounts Payable Acc
			\$2,195.95	6322	Dean, Business & Inf	Materials & Supplies

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Des Moines Area Community College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG West Bookstore #1089	486647	\$14,509.51	\$54.50	2019	Follett Bookstore	Accounts Payable Acc
			\$1,593.80	2019	Follett Bookstore	Accounts Payable Acc
			\$851.25	6322	Strengthng Inst-Titl	Materials & Supplies
			\$152.25	6322	Office of Exec Dean,	Materials & Supplies
			\$208.13	6269	Miscellaneous Colleg	Other Services
			\$134.43	4027	Budgeted Revenue	Tuition Refund
			\$0.95	6322	Student Activities	Materials & Supplies
			\$601.25	6322	Interpereter Trainin	Materials & Supplies
			\$3,034.75	6322	Strengthng Inst-Titl	Materials & Supplies
			\$20.00	6322	Arts and Sciences	Materials & Supplies
			\$221.50	6322	Office of Exec Dean,	Materials & Supplies
			\$7,695.61	4027	Budgeted Revenue	Tuition Refund
			\$163.25	6322	Technical Update Equ	Materials & Supplies
			\$351.20	2019	Follett Bookstore	Accounts Payable Acc
Frank Baxter General Cont	486655	\$539,016.30	\$539,016.30	7600	Health Sciences Buil	Buildings and Fixed
Fridley Theatres	486657	\$3,000.00	\$3,000.00	6511	Ticket Sales	Purchases for Resale
Glenn Shepard Seminars In	486661	\$4,978.00	\$4,978.00	6269	Office Occupations	Other Services
Healthways	486679	\$9,789.02	\$9,789.02	6269	Healthways Health Su	Other Services
Heartland Area Education	486680	\$4,510.18	\$4,510.18	6420	Transportation Insti	Vehicle Materials an
Hewlett Packard	486683	\$12,179.80	\$3,418.60	6060	Technical Update Equ	Maintenance/Repair o
			\$128.00	6322	Technical Update Equ	Materials & Supplies
			\$675.00	6325	Info Tech/Network Ad	Computer Equipment
			\$1,040.00	6325	Mail Service	Computer Equipment
			\$913.00	6325	Equipment Replacemen	Computer Equipment
			\$6,005.20	6060	Information Systems	Maintenance/Repair o
Ikon Office Solutions	486689	\$4,091.81	\$24.58	6060	Building Trades	Maintenance/Repair o
			\$41.45	6060	Office of Exec Dir,	Maintenance/Repair o
			\$98.33	6060	Youth at Risk - Anke	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ikon Office Solutions	486689	\$4,091.81	\$72.10	6060	Office of Dir, Stude	Maintenance/Repair o
			\$8.96	6060	High School Completi	Maintenance/Repair o
			\$263.58	6060	Dean, Business & Inf	Maintenance/Repair o
			\$6.44	6060	Information Systems	Maintenance/Repair o
			\$243.96	6060	Urban Copy Usage	Maintenance/Repair o
			\$14.21	6060	Enrollment Managemen	Maintenance/Repair o
			\$132.49	6060	Follett Bookstore	Maintenance/Repair o
			\$39.42	6060	Office of Dir, Finan	Maintenance/Repair o
			\$219.67	6060	Adult Basic Educatio	Maintenance/Repair o
			\$7.79	6060	Office of Controller	Maintenance/Repair o
			\$3.35	6060	Office of Exec Dir,	Maintenance/Repair o
			\$7.31	6060	Enrollment Managemen	Maintenance/Repair o
			\$0.81	6060	Practical Nursing	Maintenance/Repair o
			\$96.04	6060	Organization & Opera	Maintenance/Repair o
			\$49.16	6060	Heavy Diesel Equipme	Maintenance/Repair o
			\$71.80	6060	Special Needs	Maintenance/Repair o
			\$134.77	6060	Office of Exec Dean,	Maintenance/Repair o
			\$24.58	6060	ASSET Auto/Ford	Maintenance/Repair o
			\$40.20	6060	Office of Dean, Indu	Maintenance/Repair o
			\$16.20	6060	Library Sales	Maintenance/Repair o
			\$1,078.01	6060	Office of Exec Dean,	Maintenance/Repair o
			\$0.11	6060	Office of Exec Dean,	Maintenance/Repair o
			\$828.03	6060	Office of Exec Dean,	Maintenance/Repair o
			\$79.73	6060	Follett Bookstore	Maintenance/Repair o
			\$126.42	6060	Urban Copy Usage	Maintenance/Repair o
			\$272.40	6060	Transportation Insti	Maintenance/Repair o
			\$65.33	6060	Non-Credit Civil Eng	Maintenance/Repair o
\$24.58	6060	Ford Motor Comp Trai	Maintenance/Repair o			
Iowa College Student Aid	486700	\$8,125.00	\$8,125.00	1442	Fund 1 General Ledge	Due From Iowa Foster
Iowa Developmental Disabi	486703	\$4,542.00	\$4,542.00	6269	Continuing Ed, Healt	Other Services
John Deere Credit	486714	\$47,298.18	\$9,138.50	6269	Deere Credit #9-Mgt/	Other Services
			\$34,995.54	6269	Deere Credit #9-Job	Other Services



VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
John Deere Credit	486714	\$47,298.18	\$3,164.14	6269	Deere Credit #9-Trai	Other Services
Kemin Industries	486718	\$211,164.00	\$29,225.56	6269	Kemin Industries #5-	Other Services
			\$13,659.53	6269	Kemin Industries #5-	Other Services
			\$168,278.91	6269	Kemin Industries #5-	Other Services
Kum and Go	486721	\$3,735.70	\$3,735.70	6269	Perkins Iowa New Cho	Other Services
Lean Training and Consult	486726	\$3,219.34	\$3,219.34	6015	Quality Assurance Tr	Consultant's Fees
Mardock Drafting Services	486738	\$4,042.50	\$4,042.50	6015	Ankeny Remodeling	Consultant's Fees
Marsden Bldg Maint LLC	486741	\$49,299.00	\$3,040.00	6030	Physical Plant Opera	Custodial Services
			\$5,920.00	6030	Physical Plant Opera	Custodial Services
			\$2,542.00	6030	Physical Plant Opera	Custodial Services
			\$22,462.00	6030	Custodial	Custodial Services
			\$5,934.00	6030	Plant Operations, St	Custodial Services
			\$2,162.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$5,044.00	6030	Physical Plant Opera	Custodial Services
			\$1,481.00	6030	Physical Plant Opera	Custodial Services
			\$714.00	6030	Custodial	Custodial Services
Martin Brothers Distribut	486743	\$12,172.97	-\$650.09	6511	Cafeteria	Purchases for Resale
			-\$5.42	6511	Cafeteria	Purchases for Resale
			\$442.47	6511	Urban Cafeteria	Purchases for Resale
			\$1,115.29	6511	Urban Cafeteria	Purchases for Resale
			\$1,999.96	6511	Cafeteria	Purchases for Resale
			-\$0.92	6511	Urban Cafeteria	Purchases for Resale
			\$2,740.84	6511	Cafeteria	Purchases for Resale
			\$1,769.08	6511	Cafeteria	Purchases for Resale
			\$1,563.24	6511	Cafeteria	Purchases for Resale
			\$1,484.40	6511	Cafeteria	Purchases for Resale
			-\$5.53	6511	Cafeteria	Purchases for Resale
\$1,719.65	6511	Cafeteria	Purchases for Resale			
MidAmerican Energy Co	486749	\$23,106.72	\$869.21	6190	Utilities	Utilities

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Des Moines Area Comm College  
 List of checks over \$2,500.00 from 18-SEP-2008 to 22-OCT-2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	486749	\$23,106.72	\$1,756.02	6190	Utilities	Utilities
			\$473.22	6190	Headstart-Urban Camp	Utilities
			\$3,487.46	6190	Utilities	Utilities
			\$2,123.35	6190	Utilities	Utilities
			\$280.22	6190	Utilities	Utilities
			\$661.46	6190	Utilities	Utilities
			\$72.77	6190	Utilities	Utilities
			\$10.18	6190	Utilities	Utilities
			\$583.95	6190	Utilities	Utilities
			\$958.41	6190	Physical Plant Opera	Utilities
			\$5,923.18	6190	Utilities	Utilities
			\$5,907.29	6190	Utilities	Utilities
			National Recoveries Inc	486760	\$2,836.82	\$1,687.16
\$1,149.66	6780	Office of Controller				Collection Agency Ex
Nilles Associates	486768	\$2,829.26	\$2,829.26	6015	Administration & Mis	Consultant's Fees
Pioneer Hi Bred Internati	486782	\$538,258.99	\$2,500.00	6269	Pioneer Hi-Bred #5-J	Other Services
			\$14,546.95	6269	Pioneer Hi-Bred #5-T	Other Services
			\$500,156.68	6269	Pioneer Hi-Bred #5-O	Other Services
			\$21,055.36	6269	Pioneer Hi-Bred #5-J	Other Services
Plato Learning Inc	486784	\$6,686.10	\$6,686.10	6265	Youth at Risk - Anke	Software Service Agr
Pokorny, Kevin J.	486787	\$2,750.00	\$1,750.00	6015	Softskills Training	Consultant's Fees
			\$1,000.00	6015	Softskills Training	Consultant's Fees
Productivity Inc	486792	\$3,062.82	\$564.86	6322	Tool Machinist	Materials & Supplies
			\$1,694.96	6322	Tool Machinist	Materials & Supplies
			\$803.00	6322	Tool Machinist	Materials & Supplies
Quick Fuel	486794	\$2,868.17	\$2,868.17	6420	Transportation Insti	Vehicle Materials an
RDG Planning and Design	486800	\$84,019.34	\$84,019.34	6012	Whirlpool Buildings	Architect's Fees

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List of checks over \$2,500.00 from 18-SEP-2008 to 22-OCT-2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Reinhart Foodservice	486801	\$3,439.17	\$770.03	6518	Hospitality Careers	Gourmet Dinners
			\$829.94	6322	Hotel/Restaurant Man	Materials & Supplies
			-\$182.21	6518	Hospitality Careers	Gourmet Dinners
			\$467.03	6322	Hotel/Restaurant Man	Materials & Supplies
			\$632.12	6519	Bistro	College Inn
			\$514.65	6322	Hotel/Restaurant Man	Materials & Supplies
			\$407.61	6322	Hotel/Restaurant Man	Materials & Supplies
Scantron Corporation	486813	\$2,885.00	\$2,885.00	6323	Equip Replacement In	Minor Equipment
Seabury and Smith	486817	\$200,000.00	\$200,000.00	6269	Seabury & Smith #2-J	Other Services
State Steel Supply Co	486830	\$3,649.91	\$1,476.00	6377	Technical Update Equ	Materials/Supplies f
			\$943.20	6377	Technical Update Equ	Materials/Supplies f
			\$693.11	6377	Technical Update Equ	Materials/Supplies f
			\$537.60	6377	Technical Update Equ	Materials/Supplies f
Strategic Partnerships LL	486835	\$5,035.99	\$5,035.99	6269	Office of Sr VP, Aca	Other Services
TPI Composites	486843	\$580,986.69	\$580,986.69	6269	TPI Iowa, LLC-Job Sp	Other Services
Vantage Services	486854	\$3,196.00	\$3,196.00	6019	Iowa Energy Ctr Ener	Other Professional S
Vermeer Mfg	486856	\$24,696.51	\$13,931.00	6269	Vermeer #10 - Mgmt/S	Other Services
			\$10,765.51	6269	Vermeer #10 - Traini	Other Services
Vernier Software and Tech	486857	\$2,916.11	\$2,916.11	6322	Physics/Chemistry/Bi	Materials & Supplies
Wellmark Health Plan of I	486865	\$706,211.21	\$703,791.81	2250	Fund 1 General Ledge	Health Insurance Pay
			\$2,419.40	2250	Fund 1 General Ledge	Health Insurance Pay
REPORT TOTAL			\$9,587,483.90			



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

Date: November 10, 2008  
Page: 1

**AGENDA ITEM**      Human Resources Report

**BACKGROUND**

- I.            **Reassignment**
  - 1. **Aukes, Sheila**
    - From: Counselor
    - Ankeny Campus
    - Continuing Contract
    - To: Judicial Officer
    - Ankeny Campus
    - Employment Agreement

**RECOMMENDATION**

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

**AGENDA ITEM**      Human Resources Report Addendum

**BACKGROUND**

**I.      Contract Change**

1. **Lewis, Jan**  
Professor, Mathematics  
Newton Campus  
From: 1.000FTE  
To: .750FTE  
Continuing Contract
  
2. **Chlebicki, Greg**  
Instructor, Civil Engineering Tech  
Extension of temporary continuing contract through May 8, 2009  
From: .65FTE  
To: .75FTE  
Continuing Contract

**RECOMMENDATION**

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

Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

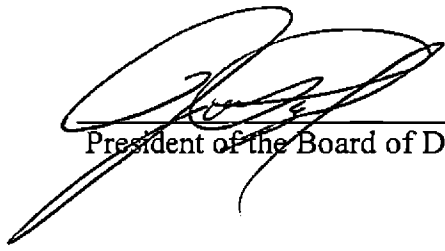
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

Matters were discussed concerning an Amended and Restated New Jobs Training Agreement between the College and Aviva Life and Annuity Company. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of an Amended and Restated New Jobs Training Agreement (Aviva Life and Annuity Company Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

\* \* \* \* \*



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President of the Board of Directors

Attest:



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Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED NEW JOBS TRAINING AGREEMENT (AVIVA LIFE AND ANNUITY COMPANY PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

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 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has previously entered into an Industrial New Jobs Training Agreement with Aviva USA Corporation, an affiliate of Aviva Life and Annuity Company (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College; and

WHEREAS, the Company has requested that the College amend and restate the original training agreement to substitute the Company for Aviva USA Corporation; and

WHEREAS, an Amended and Restated Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College with the Company;

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

Section 1. That the Amended and Restated Industrial New Jobs Training 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



Amended and Restated Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Amended and Restated Industrial New Jobs Training 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 and to replace the original training agreement with the Company.

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 10th day of November, 2008.

  
\_\_\_\_\_  
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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

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

**AMENDED AND RESTATED  
INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Aviva Life and Annuity Company**

---

Project # 1

Dated as of March 10, 2008

**AMENDED AND RESTATED INDUSTRIAL NEW JOBS TRAINING AGREEMENT**

This Amended and Restated Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of March 10, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Aviva Life and Annuity Company (the "Employer").

---

**WITNESSETH:**

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School has previously entered into an Industrial New Jobs Training Agreement pursuant to the Act with Aviva USA Corporation, an affiliate of the Employer, and it is intended that this Agreement amend and restate that agreement to substitute the Employer as the employer in accordance with the terms hereof and this Agreement is intended to govern the terms of the agreement between the parties a new jobs training program under the Act from and as of the date of the original agreement; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

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

**ARTICLE I**

**REPRESENTATIONS**

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of 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 Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or 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 Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer prior to as of the effective date of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that for the purposes of this Agreement, all references to employees of Employer or new jobs created by the Employer shall refer to employees of or jobs created by Employer and Aviva USA Corporation and their affiliates, successors, assigns and wholly-owned subsidiaries located in Iowa and this Agreement shall be interpreted broadly consistent with the intent that the jobs credit shall be applicable for new jobs created in Iowa by

Employer, Aviva USA Corporation and their affiliates, successors, assigns and wholly-owned subsidiaries operating in Iowa from November 16, 2006 through December 31, 2007.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. Notwithstanding anything in this Agreement to the contrary, in the event that the funds generated by the new jobs credit from withholding from new jobs to be created by Employer as part of the Project and the incremental property taxes are insufficient to fund the Project, including the repayment of principal, premium, if any, and interest on the Certificates, the parties acknowledge and agree that Employer will be financially responsible only for any shortfall of principal, premium, if any, and interest on the portion of the Certificates issued with respect to the Project and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information reasonably requested by the Area School, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project provided that Employer's employee data is kept

confidential by the requesting party(ies), their employees, agents, assigns and similar parties to the extent permitted under applicable law, including but not limited to Iowa Code Chapter 22. Such information shall be provided directly to the Area School or the Iowa Department of Education upon forms provided by the Area School or the Department of Economic Development.

(j) The Program Services (as hereinafter defined) are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## ARTICLE II

### PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes from real property owned by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and the portion of the proceeds from the sale of the Certificates attributable to Employer's Project shall be deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates only for the portion of the Certificates that relate to the Project. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all the Project Costs, the Employer will pay all the Project Costs in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such Project Costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to reasonable legal fees and any



reasonable Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### ARTICLE III

#### PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required to be made by Employer hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations under this Agreement of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this 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 any such tax sale shall obtain the property subject to the remaining payments.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer under this Agreement on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after written notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument

furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site (as described on Exhibit "B") or in Polk or Dallas Counties unless due to force majeure including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor disputes with parties other than those employed by Employer or any of its affiliates or governmental rule.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear reasonably necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every 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 Area School 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 4.4. In the event any agreement contained in this Agreement 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.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, 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 notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: \_\_\_\_\_  
**Aviva Life and Annuity Company**  
**Attn: Kathy Bauer**  
**699 Walnut, Suite 2000**  
**Des Moines, Iowa 50309**

With a copy to: \_\_\_\_\_  
**Ann Marie Woessner**  
**Jones Lang LaSalle**  
**15601 Dallas Parkway Suite 400**  
**Addison, TX 75001**

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

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement 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 Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the

covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer without the consent of the Area School which shall not be unreasonably withheld, conditioned or delayed and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement 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 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates; provided that Employer's financial information is kept confidential by the Area School, its employees, agents, assigns and similar parties to the extent permitted under applicable law, including but not limited to Iowa Code Chapter 22. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for reasonable Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or

damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement") which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## ARTICLE VI

### SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act. Project Funds shall be distributed to the Employer consistent with the provisions of Section 2.7 of this Agreement.

Section 6.6. All other provisions of this Agreement with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

AVIVA LIFE AND ANNUITY COMPANY

[Federal I.D. #] 42-0175020

By: Matthew G. Haney  
[Printed Name] Matthew G. Haney  
[Printed Title] Senior Vice President  
Email address \*

Date: October 15, 2008


\*matthew.haney@avivainvestors.com  
ATTEST:

By: Leif Gustafson  
[Printed Name] Leif Gustafson  
[Printed Title] Assistant Secretary

State of Iowa  
County of Polk :ss

On this date: October 15, 2008  
before me, a Notary Public in and for the above  
specified County and State, personally appeared  
[Name] Matthew G. Haney  
to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the  
[Title] Senior Vice President  
of the above named Employer, a corporation  
organized in the State of Iowa ;  
that the foregoing instrument was signed on  
behalf of said Employer by authority of its Board  
of Directors; and acknowledged the execution of  
said instrument to be the voluntary act and deed  
of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] October 15, 2008

[SEAL]  Linda Olson  
Iowa Notarial Seal  
Commission number 110744  
My Commission Expires  
09/22/2010  
Linda Olson

Notary Public In and For Said County and State  
[Printed Name] Linda Olson  
Commission Expires [Date] 9/22/2010

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Prael  
[Printed Name] Joe Prael  
[Printed Title] Board President  
Date: 11-10-08


ATTEST:

By: \_\_\_\_\_  
[Printed Name] \_\_\_\_\_  
[Printed Title] \_\_\_\_\_

State of Iowa  
County of Polk :ss

On this date: 11-10-08  
before me, a Notary Public in and for the above  
specified County and State, personally appeared  
[Name] Joe Prael  
to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the  
[Title] Board President  
of Des Moines Area Community College, Ankeny  
Iowa; that the foregoing instrument was signed  
on behalf of Des Moines Area Community  
College by authority of the Board of Directors;  
and acknowledged the execution of said  
instrument to be the voluntary act and deed of  
said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] 11-10-08

[SEAL]  Carolyn D. Farlow  
CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State  
[Printed Name] Carolyn D Farlow  
Commission Expires [Date] 4/23/09



## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

The Project is providing training as described on Schedule 1 attached to this Exhibit "A" to all employees of Employer and its affiliates in Iowa hired on or after November 16, 2006 but before January 1, 2008 in connection with the operations of Employer and its affiliates of (a) their insurance and financial services business and (b) all activities, operations and businesses that support or are in connection with such insurance and financial service business. The description of the Additional Project includes the Project; provided, however, that a nominal number of employees that qualify for the Project do not qualify for the Additional Project.

Schedule 1

**See attached.**

## EXHIBIT "B"

### LEGAL DESCRIPTION OF PROJECT SITE AND DESCRIPTION OF PERSONAL PROPERTY

Property owned or leased by Employer in Iowa, including but not limited to the real property located at 611 5th Street, Des Moines, Iowa. The parties acknowledge and agree that no property taxes derived from property leased by Employer will be used to repay any costs of the Project.

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Aviva USA Corporation/ Aviva Life and Annuity Company  
PROJECT #1**

**January 2008**

Prepared By:  
Glenn Volkman  
Training Consultant  
DMACC Business Resources  
Des Moines Area Community College

**INTRODUCTION**  
**Aviva USA Corporation/ Aviva Life and Annuity Company**  
**PROJECT # 1**

**COMPANY BACKGROUND**

Aviva plc is the world's fifth-largest insurance group and the UK's largest insurance services provider (based on gross worldwide premiums at 31 December 2005), and is one of the leading providers of life and pension products to Europe, with substantial positions in other markets around the world. Aviva's principal business activities are long-term savings, fund management and general insurance, with worldwide total sales of GBP 35 billion (USD \$63 billion) and assets under management of GBP 317 billion (USD \$577 billion) at 31 December 2005. Aviva acquired AmerUs Group.

**LOCATION OF PROJECT**

Des Moines with plans to relocate in West Des Moines

**BASE HEAD COUNT**

574

**NUMBER OF NEW POSITIONS**

281

**PREVIOUS PROJECTS**

None

**SUPPLEMENTAL INFORMATION**

225 positions are above the average regional wage of \$14.98/hr

**PRELIMINARY DATE**

11/1/06

**PROJECT END DATE**

June 2011

LIST OF POSITIONS

PROJECT #1

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
See Attached list	281	See Attached

\*These positions are above the average regional wage of \$14.98/hr.

- Company Benefits:
- Health insurance
- Life
- Accidental Disability
- Vacation
- Sick leave
- Holidays
- EAP
- Dental
- Vision
- Flex Spending
- Retirement

COMPANY NAME:

AVIVA INSURANCE

## LIST OF POSITIONS

PROJECT #1

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	HIRE DATE
EVP Administration	1	* \$151.44	November-06
VP Business Consulting	1	* \$59.66	November-06
Project Manager - Human Resources	1	* \$40.87	November-06
Regional Vice President	1	* \$84.13	November-06
Select Service 3	1	* \$19.23	November-06
Computer Operator 2	1	* \$16.80	November-06
Director Business Continuity	1	* \$48.08	December-06
Client Server Network Architect	1	* \$41.35	December-06
Paralegal	1	* \$24.04	December-06
Accounting Associate Tax Withholding	1	* \$18.27	December-06
Annuity Select Service III	1	* \$18.30	December-06
Paralegal	1	* \$22.84	December-06
Select Service II	1	* \$15.38	December-06
Team Lead New Business	1	* \$25.72	December-06
Performance Measurement Specialist	1	* \$19.23	December-06
Senior Processor Commercial Loans	1	* \$36.06	December-06
VP Compliance	1	* \$64.90	January-07
VP Information Technology	1	* \$89.67	January-07
Business Process Analyst	1	* \$24.04	January-07
Head of Institutional Sales, SVP	1	* \$96.15	January-07
TelUs Rep	1	\$13.48	January-07
Cash Coordinator	1	* \$19.23	January-07
Executive Assistant	1	* \$18.75	January-07
Select Service	1	\$14.42	January-07
TelUs Rep	1	* \$17.07	January-07
TelUs Rep	1	* \$16.35	January-07
Marketing Specialist	1	* \$16.83	January-07
Network Engineer I	1	* \$25.48	January-07
Network Engineer II	1	* \$34.86	January-07
Actuarial Assistant	1	* \$28.85	February-07
Project Coordinator	1	* \$19.23	February-07
Director, Asset Liability Management	1	* \$42.79	February-07

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	HIRE DATE
Director, Model Development & Oversight	1	* \$48.08	February-07
TelUs Rep	1	* \$15.50	February-07
Network Engineer I	1	* \$26.92	February-07
Claims Rep 2	1	* \$18.85	February-07
Director, Financial Planning & Analysis	1	* \$45.67	February-07
Programmer/Analyst	1	* \$30.77	February-07
Marketing Communications/Consultant	1	* \$25.96	February-07
Business Analyst II	1	* \$32.69	February-07
Select ServUs	1	* \$22.05	February-07
Select ServUs	1	\$14.49	February-07
Human Resources Manager	1	* \$31.25	February-07
Tax-Accountant-Insurance	1	* \$31.51	March-07
Jr. Portfolio Manager - Quantitative Strategies	1	* \$37.50	March-07
Director, Quality Assurance & Monitoring	1	* \$40.87	March-07
Claims Rep	1	\$10.94	March-07
Network Engineer II	1	* \$31.25	March-07
Sr. Producer Commercial Mortgage Lending	1	* \$40.87	March-07
Data Security Analyst I	1	* \$21.63	March-07
Help Desk Coordinator II	1	* \$19.23	March-07
Select Service	1	* \$16.35	March-07
Select ServUs	1	* \$17.45	March-07
TelUs	1	\$14.42	March-07
Senior Attorney	1	* \$57.69	March-07
Asst. Director Private Placements	1	* \$49.28	March-07
Actuarial Student	1	* \$26.44	March-07
Director, IT	1	* \$49.04	March-07
Mail/Imaging Clerk	1	\$11.85	March-07
Tax Accountant-Corporate	1	* \$36.06	March-07
Tax Accountant-Investment	1	* \$26.44	March-07
Disaster Recovery Specialist	1	* \$28.85	March-07
Select Service	3	\$14.42	March-07
Select Service	2	* \$16.11	March-07
Select ServUs	1	* \$16.94	March-07
TelUs	3	\$14.42	March-07
Product Support Business Analyst	1	* \$29.33	March-07
Compensation Specialist	1	* \$17.79	March-07
Licensing & Contracting	1	\$14.42	March-07



TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	HIRE DATE
Network Engineer II	1	* \$33.65	March-07
Actuarial Analyst	1	* \$31.73	April-07
Investment Analyst - Securitized	1	* \$33.65	April-07
Compensation Specialist	1	* \$15.38	April-07
Product Actuarial Technician	1	* \$21.63	April-07
Outbound Mail	1	\$10.10	April-07
Actuarial Associate-Annuity Valuation	1	* \$36.06	April-07
Network Engineer II	1	* \$36.06	April-07
Investment Accountant	1	* \$20.19	April-07
New Business Rep	1	* \$16.11	April-07
New Business Representative II	1	* \$15.14	April-07
Select Service	1	\$14.90	April-07
Select Service	7	\$14.42	April-07
Select Service II	1	* \$16.11	April-07
TelUs	13	\$14.42	April-07
TelUs	1	* \$15.72	April-07
TelUs	1	\$14.90	April-07
TelUs Rep	1	* \$15.00	April-07
TelUs Rep	1	* \$21.41	April-07
Compensation Specialist	1	* \$18.27	April-07
Compensation Specialist	1	* \$16.35	April-07
Licensing & Contracting	1	\$14.42	April-07
Licensing & Contracting Rep	1	\$14.71	April-07
Actuarial Analyst	1	* \$31.73	April-07
Jr. Securities Analyst	1	* \$36.06	April-07
Business Operations Analyst I	1	* \$25.96	April-07
Sr. QA Tester	1	* \$29.81	April-07
Compensation Specialist	2	* \$16.35	April-07
Compensation Specialist	1	* \$15.38	April-07
Sr. Accountant - IFRS	1	* \$34.62	April-07
Actuarial Analyst	1	* \$28.85	April-07
New Business Rep III	1	* \$17.63	April-07
New Business Rep III	1	* \$17.38	April-07
Compensation Specialist	1	* \$18.10	April-07
Manager, New Business	1	* \$28.85	May-07
Manager, Cali Center	1	* \$38.46	May-07
Team Lead - Print Operations	1	* \$25.00	May-07

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	HIRE DATE
Project Manager III	1	* \$39.90	May-07
New Business Representative III	1	* \$16.35	May-07
Claims Rep	1	* \$22.06	May-07
Actuarial Associate	1	* \$38.46	May-07
Senior Corporate Counsel	1	* \$60.10	May-07
Staff Accountant	1	* \$22.60	May-07
Sr. Financial Analyst	1	* \$28.85	May-07
Sr. Accountant	1	* \$27.40	May-07
New Business Representative III	1	* \$15.38	May-07
Select Service	1	\$14.42	May-07
Applications Developer III	1	* \$39.42	May-07
Executive Assistant	1	* \$19.71	May-07
Director, Risk Reporting	1	* \$46.88	May-07
Sr. Accountant - Statutory Accounting	1	* \$32.45	May-07
VP Statutory Accounting	1	* \$67.31	May-07
Project Manager II	1	* \$36.06	May-07
Claims Rep 2	1	* \$18.85	May-07
Manager Shared Services - Agency Admin	1	* \$32.69	May-07
Actuarial Analyst - Valuation	1	* \$27.64	May-07
Accounting Assoc 2	1	* \$15.38	May-07
Accounting Assoc 2	1	* \$15.87	May-07
Business Analyst 3	1	* \$26.44	May-07
Gen Acct Manager	1	* \$26.92	May-07
Mail/Imaging Clerk	1	\$10.53	May-07
Accounting Systems Analyst II	1	* \$36.06	May-07
Actuarial Analyst	1	* \$29.81	May-07
New Business Representative II	1	\$13.70	May-07
TelUs	1	\$14.42	May-07
VP, Financial Modeling	1	* \$76.92	June-07
Administrative Assistant	1	* \$17.79	June-07
Director of Information Technology - Web & Workflow	1	* \$58.17	June-07
Mail/Imaging Clerk	1	* \$16.51	June-07
Mail/Imaging Clerk	1	* \$16.80	June-07
VP Financial Modeling	1	* \$76.92	June-07
Accounting Assoc 1	1	\$14.42	June-07
Director, Annuity Product Management	1	* \$57.69	June-07
Training Specialist - Lead	1	* \$24.52	June-07

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	HIRE DATE
Annuity Sales Distribution and Marketing Spec	1	* \$19.71	June-07
System Architect	1	* \$34.62	June-07
Tax Specialist	1	* \$19.23	June-07
Accounting Associate I: Accounts Payable	1	\$14.42	June-07
Database Analyst Technical Lead	1	* \$43.75	June-07
Q A Tester	1	* \$29.33	June-07
IT Procurement Coordinator	1	* \$20.96	June-07
Systems Analyst 1	1	* \$26.44	June-07
Actuarial Analyst	1	* \$28.85	June-07
Applications Developer III	1	* \$42.51	June-07
TelUs	2	\$14.42	June-07
Manager, Reinsurance Administration	1	* \$36.54	June-07
Claims Rep 3	1	* \$17.79	June-07
Director, Advanced Markets	1	* \$64.90	June-07
Trade Support Specialist I	1	* \$15.87	June-07
Inforce Illustration Specialist I	1	* \$17.31	June-07
Compliance Analyst - QA & Monitoring	1	* \$25.00	June-07
Accounting Associate I: Reconciliation	1	\$14.42	June-07
VP Financial Planning & Analysis - IT	1	* \$72.12	June-07
Risk Analyst II	1	* \$26.44	June-07
Team Lead, Call Center	1	* \$24.04	June-07
Actuarial Analyst	1	* \$25.96	July-07
Actuarial Analyst	1	* \$20.67	July-07
Advertising & Sales Promotion Manager	1	* \$29.81	July-07
Business Operations Analyst	1	* \$26.44	July-07
Accounting Associate I: Accounts Payable	1	\$14.42	July-07
Select Service Rep	1	* \$19.23	July-07
Project Manager I	1	* \$24.04	July-07
Mail/Imaging Clerk	1	\$11.06	July-07
Manager, Business Protection	1	* \$33.65	July-07
Director, IT	1	* \$60.10	July-07
Business Analyst II	1	* \$35.10	July-07
Quantitative Analyst	1	* \$39.66	July-07
Director, Customer Service	1	* \$45.67	July-07
Compensation Specialist II	1	* \$19.23	July-07
Paralegal - Compliance	1	* \$24.04	July-07
New Business Call Rep	1	\$14.04	July-07

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	HIRE DATE
Applications Developer III	1	* \$40.08	July-07
Director, Call Center	1	* \$45.67	July-07
TelUs	1	\$14.42	July-07
Director, Advanced Markets	1	* \$58.65	July-07
QA Manager	1	* \$40.87	July-07
VP Risk Management	1	* \$87.74	July-07
Paralegal - Complaints	2	* \$26.44	July-07
Applications Developer II	1	* \$34.62	July-07
Cash Coordinator	1	* \$19.23	July-07
Private Placement Closing Specialist	1	* \$20.19	July-07
TelUs	1	\$14.90	July-07
TelUs Rep II	1	* \$19.71	July-07
Oracle EBS Applications Database Analyst	1	* \$44.23	August-07
TelUs	2	\$14.42	August-07
Manager, IT	1	* \$42.31	August-07
Sr. QA Tester	1	* \$26.44	August-07
Marketing Services	1	* \$28.65	August-07
Director, Internal Audit	1	* \$96.15	August-07
Market Conduct Analyst	1	* \$22.60	August-07
Actuarial Analyst	1	* \$24.04	August-07
Actuarial Reporting Specialist	1	* \$18.27	August-07
Team Leader	1	* \$22.05	August-07
TelUs	1	\$14.42	August-07
Quality Monitoring Specialist I	2	* \$17.55	August-07
Sr. Accountant	1	* \$29.81	August-07
Director IT Continuous Improvement	1	* \$57.69	August-07
Senior Financial Analyst	1	* \$38.46	September-07
Sr. Financial Analyst	1	* \$31.63	September-07
Manager, Financial Planning & Analysis	1	* \$41.83	September-07
Manager, TelUs	1	* \$32.69	September-07
Applications Developer II	1	* \$32.69	September-07
Director Finance Systems & Operations	1	* \$44.23	September-07
Cash Investment & Banking Coordinator	1	* \$18.75	September-07
Business Operations Analyst I	1	* \$21.63	September-07
Director, Life Financial Modeling	1	* \$51.44	October-07
Manager, Business Protection	1	* \$34.62	October-07
Accounting Associate I: Accounts Payable	1	\$14.42	October-07

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	HIRE DATE
Actuarial Associate	1	* \$37.98	October-07
Actuarial Analyst	2	* \$27.64	October-07
IT Invoice Analyst	1	* \$22.12	October-07
Business Analyst III	1	* \$33.65	October-07
Sr Administrative Assistant	1	* \$19.23	October-07
Investment Analyst -Derivatives	1	* \$43.27	October-07
New Business - Team Leader	1	* \$25.00	October-07
Training Specialist II	1	* \$22.40	October-07
Business Analyst II	1	* \$30.77	October-07
HR Staffing Specialist	1	* \$22.60	October-07
Business Analyst II	1	* \$31.25	October-07
Data Base Architect	1	* \$45.91	October-07
Sr. Financial Planning & Forecasting Analyst	1	* \$33.65	October-07
Paralegal - Complaints	1	* \$26.44	October-07
Business Analyst II	1	* \$31.73	October-07
Actuarial Analyst-ALM	1	* \$22.60	October-07
HR Executive Administrative Assistance	1	* \$20.91	October-07
IT Project Analyst III	1	* \$31.25	October-07
Performance Measurement Specialist II	1	* \$29.09	October-07
Director, Sales Development	1	* \$50.48	October-07
Network Engineer II	1	* \$36.18	October-07
Business Operations Analyst II	1	* \$29.33	October-07
VP, Annuity Valuation	1	* \$78.13	October-07
Applications Developer III	1	* \$39.90	October-07
IT Director - Data Services	1	* \$59.62	November-07
Manager, Document Control Unit	1	* \$24.04	November-07
Data Base Analyst II	1	* \$36.06	November-07
VP, Financial Reporting	1	* \$76.92	November-07
Paralegal	1	* \$25.96	November-07
Quality Assurance & Monitoring Analyst	1	* \$24.04	November-07
Cost Accountant	1	* \$27.88	November-07
Senior Accountant	1	* \$27.88	November-07
VP, Bank Institutions	1	* \$84.13	December-07
Client Service Network Architect	1	* \$41.35	December-07
Director, Annuity Financial Modeling	1	* \$52.88	TBD

NEW POSITIONS:

281

TRAINING PLAN

TRAINING FUND: \$2,530,387.00  
 DMACC FEE IV: \$0.00  
 AVAILABLE TRAINING: \$2,530,387.00

Aviva USA Corporation/  
 Aviva Life and Annuity  
 Company

COMPANY:

PROJECT # 1

BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>Management/Supervisory Training: The company realizes the need for training their managers and supervisors to be able to effectively lead others in accomplishing the business' objectives and goals. Having better trained managers and supervisors will help ensure that employees will be able to perform at a high rate of return.</p>	<p>The company expects leaders with interpersonal skills, the ability for managers and supervisors to train new employees, the ability to foster a team environment and the proper skills to manage employees.</p>	<p>DMACC and/or other vendors may provide training that can include short courses, workshops, credit classes, continuing education classes and customized training. Consulting may also be included. Internal trainers may be used.</p>	\$10,500.00		\$9,500.00	\$1,000.00	
<p>Technical Training: The company understands that technical training is needed for new employees to succeed in their positions. Training will help employees meet internal and external customer expectations.</p>	<p>The company expects employees to perform industry specific skills, operate machinery, operate equipment and use tools in a proper fashion.</p>	<p>The company may provide technical training activities, materials and facilitator guides to support the learning process. Outside reference material and technical manuals are some of the resources that may be utilized in the training process. Consulting may also be included. Internal trainers may be used.</p>	\$229,000.00	\$209,000.00		\$20,000.00	
<p>Safety Training: Safety is a top concern in the workplace. New employees may need training in all aspects of a safe working environment.</p>	<p>Employees are expected to be able to describe safety procedures and safety laws. Employees shall describe the safe use of equipment, machinery, tools and materials.</p>	<p>DMACC and/or other vendors may provide training that can include short courses, workshops, seminars, credit classes, continuing education classes and customized training. Consulting may also be included. Internal trainers may be used.</p>	\$1,000.00	\$1,000.00			
<b>TOTAL</b>			<b>\$240,500.00</b>	<b>210,000.00</b>	<b>9,500.00</b>	<b>21,000.00</b>	<b>0.00</b>

# TRAINING PLAN

Aviva USA Corporation/  
Aviva Life and Annuity  
Company

COMPANY:

PROJECT # 1

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS II	OJT V
		<b>BALANCE BROUGHT FORWARD</b>	<b>\$240,500.00</b>	<b>210,000.00</b>	<b>9,500.00</b>	<b>21,000.00</b>	<b>0.00</b>
Computer Training: Computer technology is in a constant state of change and employees will need to be trained in the latest technology. Employees will also need to be trained to use the company's existing software and hardware.	Employees are expected to be able to use existing technology and incorporate new technology into the workplace.	The company may provide technical training activities and materials to support the learning process. Reference material and technical manuals are some of the resources that may be utilized in the training process. Training may include on-line courses. Consulting may also be included. Internal trainers may be used.	\$200,000.00	\$200,000.00			
Professional and Job Skill Training: The company needs its employees to have a variety of skills in order for them to perform their jobs effectively. These skills are needed for both the leadership and the hourly employees	The outcomes include employees being able to deal with changes in the workplace, employees able to use technical information to aid them in their positions and employees with the professional skills to ensure that they remain productive.	Training may include short courses, workshops, conferences, seminars, credit classes, continuing education classes and customized training. Consulting may also be included. Internal trainers may be used.	\$915,887.00	\$825,887.00		\$90,000.00	
Legal Training: The company needs its employees to that are aware of legal practices in industry.	Employees are expected to be perform their duties in a legal manner and be able to communicate with others using legal language.	Internal trainers or outside vendors may provide training that can include short courses, workshops, seminars, credit classes, continuing education classes and customized training. Consulting may also be included. Internal trainers may be used.	\$1,000.00	\$1,000.00			
<b>TOTAL</b>			<b>\$1,357,387.00</b>	<b>1,236,887.00</b>	<b>9,500.00</b>	<b>111,000.00</b>	<b>0.00</b>

# TRAINING PLAN

Aviva USA Corporation/  
Aviva Life and Annuity  
Company

COMPANY:

PROJECT # 1

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p><b>Comprehensive Training Materials:</b> The company requires a space with equipment and materials at its location to allow students access to training.</p>	<p>Students will have access to a convenient training area that has the proper equipment and materials so as to maximize the success of training.</p>	<p>Balance Brought Forward</p> <p>Materials such as audio visual equipment, computers, software, videos, manuals and other training materials may be purchased for a training area and library.</p>	<p>\$1,357,387.00</p> <p>\$720,000.00</p>	<p>1,236,887.00</p>	<p>9,500.00</p>	<p>111,000.00</p> <p>\$720,000.00</p>	<p>0.00</p>
<p><b>Quality/Continuous Improvement Training:</b> In order for a company to maintain it's current clients and obtain new clients, it must constantly monitor and improve the quality of its products and services and continually improve the efficiency of its operation.</p>	<p>The company expects employees to be able to identify waste, improve quality and streamline processes.</p>	<p>The company may receive training in Lean Operations WorkPlace Lean, ISO, TQM and other quality and continuous improvement training. Consulting may also be included. Internal trainers may be used.</p>	<p>\$452,000.00</p>	<p>\$452,000.00</p>			
<p><b>Sales and Customer Service:</b> The company understands that meeting the needs of the customer is extremely important to the continued existence of the company. Keeping existing clients and obtaining new clients will help ensure the profitability of the company.</p>	<p>The company expects an increase in satisfied customers, sales and the ability of employees to meet the needs of the customers</p>	<p>Employees are expected to be able to use existing technology and incorporate new technology into the workplace. Internal trainers may be used.</p>	<p>\$1,000.00</p>	<p>\$1,000.00</p>			
<b>TOTAL</b>			<p>\$2,530,387.00</p>	<p>1,689,887.00</p>	<p>9,500.00</p>	<p>831,000.00</p>	<p>0.00</p>



**TRAINING BUDGET  
FOR  
Aviva USA Corporation/ Aviva Life and Annuity Company  
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I.	JOB SKILL TRAINING	\$1,689,887
II.	SUPERVISORY SKILLS	\$9,500
III.	TRAINING MATERIALS	\$831,000
IV.	DMACC FEE	\$0
V.	ON THE JOB TRAINING	\$0
	<b>TOTAL TRAINING BUDGET</b>	<b>\$2,530,387</b>

The training began 11/1/06 and will continue to June 2011.

Upon receipt of proper documentation, reimbursement to Aviva USA Corporation/ Aviva Life and Annuity Company for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Aviva USA Corporation/ Aviva Life and Annuity Company with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<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 a Retraining Agreement between the College and Quality Consulting, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Quality Consulting, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

\* \* \* \* \*

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

Attest:

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

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND QUALITY CONSULTING, INC.

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

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

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

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

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

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

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

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

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

Passed and approved this 10th day of November, 2008.



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President of the Board of Directors

ATTEST:



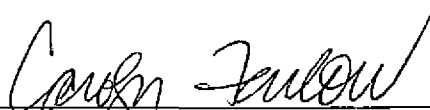
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Secretary of the Board of Directors

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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

  
\_\_\_\_\_  
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 November 10, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Quality Consulting, Inc., Clive, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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



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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Quality Consulting Inc.  
1500 N.W 118<sup>th</sup> Street  
Des Moines, IA 50325

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

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

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

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

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

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

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

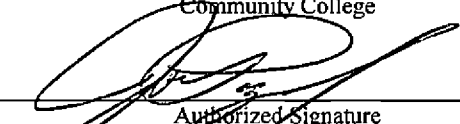
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Quality Consulting Inc.

Community College

Business



Authorized Signature

Authorized Signature

Joe Puel, Board President

Mike Davidson, Controller

Type Name and Title

Type Name and Title

mdavidson@qci.com

Email Address

2006 South Ankeny Blvd.

1500 NW 118<sup>th</sup> Street

Ankeny, IA 50023

Des Moines, IA 50325

Address

Address

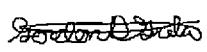
11-10-08

9/18/07.

Date

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

**Quality Consulting, Inc.  
Project #3**

June 1, 2007

**Training Plan and Budget  
For  
Quality Consulting Inc.  
260F (GIVF) Project #3**

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

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

This training plan has been designed by Quality Consulting Inc. staff with assistance from a DMACC Business Solutions Consultant. The Training Plan and Budget are as follows:

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$27,650</b>	<b>\$19,250</b>
Quality consulting Inc. needs to continually update the skills of their employees in the latest software technology. Training topics will include but not be limited to infrastructure, data storage, compliance software, migration software, database development and management, application development, Microsoft products, CRM, system architecture and integration tools.		
<b>II. Management/Supervisory Skills</b>	<b>\$2,000</b>	<b>\$2,000</b>
Training is essential for the managers and supervisors of Quality Consulting Inc.. These individuals are responsible for guiding the direction of the company and for working with their team members to help each of them grow and develop. Managers and supervisors may receive training in project management, managing people, developing their supervisory skills, and building effective teams. Project funds will be used for materials, conference registrations, seminars, and instruction. DMACC will work with Quality Consulting Inc. to develop and deliver management training as requested.		
<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>

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 3-01-07 with completion anticipated 3-01-09 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.



B. What is the average hourly wage for all full-time employees? \$33.65  
 Is this above average county/regional wage  yes  No

C. Check appropriate box(es) for business provided benefits. Health  Other

### 6. TRAINING PLAN

I. Training start date. 6/1/2007  
 II. Training end date. 6/1/2009  
 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
Software/Hardware applications	\$27,650	6	VALUE OF WAGES & BENEFITS: \$9,422
Supervisory/Management	\$2,000	2	VALUE OF FACILITIES:
			VALUE OF EQUIPMENT: \$7,000
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$16,422
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

<b>Total Training Cost</b>	<b>\$29,650</b>	<b>Business contribution above minimum program match? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</b>
<b>Admin. Costs</b> +	<b>\$3,750</b>	

Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<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 a Retraining Agreement between the College and Walsh Door & Hardware Co. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Walsh Door & Hardware Co." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

\* \* \* \* \*

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

Attest:

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

## RESOLUTION

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

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

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

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

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

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

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

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

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

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

Passed and approved this 10th day of November, 2008.

  
\_\_\_\_\_  
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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

  
\_\_\_\_\_  
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 November 10, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Walsh Door & Hardware Co., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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



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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into and 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.

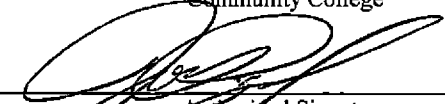
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

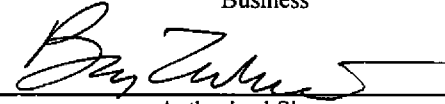
Des Moines Area Community College

Walsh Door and Hardware Co.

Community College

Business

  
Authorized Signature  
Joe Angel, Board President  
Type Name and Title

  
Authorized Signature  
Brady Warrick - Controller  
Type Name and Title  
bwarrick@walshdoor.com  
Email Address

2006 South Ankeny Blvd.

2600 Delaware Ave.

Ankeny, IA 50023

Des Moines, Iowa 50317

Address

Address

11-10-08

6-30-08

Date

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

~~Sealed Envelope~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Walsh Door & Hardware Co.  
Project #1**

May 1, 2008

## **Training Plan and Budget For**

### **260F Project**

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

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

This training plan has been designed by Walsh Door and Hardware 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>
<p>Walsh Door and Hardware Co. is a small company that has been in existence for over 140 years and have operations in both Iowa City and Des Moines, Iowa. Although the company has been in business for many years, they need assistance (training) in creating a strategic plan that will identify their major strengths, weaknesses and opportunities for 1 year as well as where the company would like to be in 10 years. This Strategic Planning Process will include not only the actual planning process but also business coaching in regard to marketing, selling, profit and loss, taxation, work and job instructions (etc). Married to the planning process and the coaching, DMACC or other vendors will assist the company with process improvement training and consultation. This process improvement training will help the company identify wastes within in their manufacturing process.</p> <p>DMACC or other vendors will also assist the company in training employees in CAD and other technical training opportunities.</p>		
<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>

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>
--------------	-----------------	-----------------

The training began 5-1-08 with completion anticipated 5-1-2010 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMAACC and this training plan will be made on an applied for basis.

The company will train at least 9 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.



What is the average hourly wage for all full-time employees? \$28.32  
 Is this above average county/regional wage  yes  No

Check appropriate box(es) for business provided benefits. Health  Other

### 6. TRAINING PLAN

I. Training start date. 5-1-08  
 II. Training end date. 5-1-2010  
 III. TOTAL UNDUPLICATED number of employees to be trained. 9

#### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Business Coach	\$14,000	3	VALUE OF WAGES & BENEFITS: \$12,000 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH \$12,000
Technical Training	\$1,650	2	
Strategic Planning/Lean Implementation	\$14,000	7	
<b>TOTAL TRAINING COST</b>	\$29,650		

<b>Total Training Cost</b>	<b>\$29,650</b>	<b>Business contribution above minimum program match?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Admin. Costs</b> +	<b>\$3,750</b>	

Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

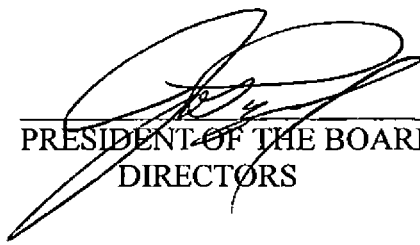
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

\* \* \* \* \*



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PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



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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 CAS ENTERPRISES, INC. D/B/A KREG TOOL COMPANY

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

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

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

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

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

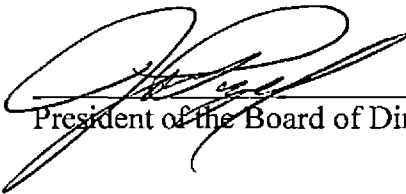
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 10th day of November, 2008.



---

President of the Board of Directors

ATTEST:



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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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

  
\_\_\_\_\_  
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 November 10, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and CAS Enterprises, Inc. dba Kreg Tool Company, Huxley, 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: Kreg Tool Company  
201 Campus Drive  
Huxley, IA 50124

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College



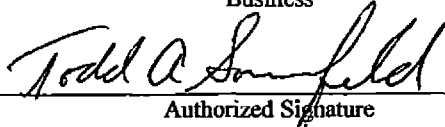
Authorized Signature

Joe Pugel, Board President

Type Name and Title

Kreg Tool Company

Business



Authorized Signature

Todd A. Sommerfeld, President

Type Name and Title

todd@kregtool.com

Email Address

2006 South Ankeny Blvd.

201 Campus Drive

Ankeny, IA 50023

Address

Huxley, IA 50124

Address

11-10-08

Date


September 18, 2008

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

**Kreg Tool Company  
Project #2**

December 1, 2008

**Training Plan And Budget  
For  
Kreg Tool Company**

**260F Project #2**

The following Training Plan reflects the expected training activities for Kreg Tool Company. 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>\$16,250</b>

The following activities are intended to assist employees of Kreg Tool to improve their knowledge and practice of safety training, computer training, sales and customer service training, professional skill development, and continuous improvement training:

- DMACC and/or outside vendors to provide safety related training to help Kreg Tool promote a safe work environment. Topics may include OSHA compliance training.
- Classes, seminars, and training for software and business system training as it relates to Kreg Tool's business. May include Microsoft products training.
- DMACC and/or outside vendors to provide training in the areas of sales and customer service. May include sessions that focus on gaining and retaining customers and exceeding expectations.

Kreg Tool Company (continued)

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

	Total Cost	260F Cost
<b>II. Supervisory Skills</b>	<b>\$7,000</b>	<b>\$5,000</b>
· DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.		

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

<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 December 1, 2008 with completion anticipated for December 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. 12/1/08

II. Training end date. 12/1/2011

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
Continuous Improvement	7,000	20	VALUE OF WAGES & BENEFITS: 42,721 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH 42,721
Management/Supervisory	7,000	10	
Safety Training	5,000	20	
Sales and Customer Service Training	3,000	10	
Computer Skills Training	2,000	5	
Professional Skill Development	5,650	20	
<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> (Maximum Award \$25,000)	<b>\$25,000</b>

Business contribution above minimum program match?  Yes  No

Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

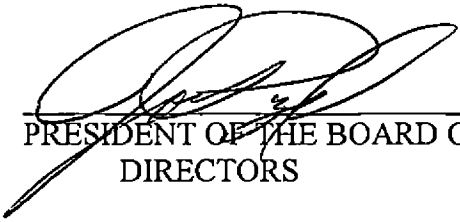
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<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 Iowa Values Fund Training Contract between the College and The Blood Center of Iowa. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Training Contract between the College and The Blood Center of Iowa." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

\* \* \* \* \*



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

Attest:



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

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND THE BLOOD CENTER OF IOWA

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

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

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

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

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

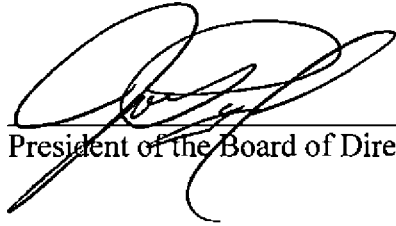
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

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

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

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

Passed and approved this 10th day of November, 2008.



\_\_\_\_\_  
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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

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

# GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of November 10, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and The Blood Center of Iowa, Des Moines, IA, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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



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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII MISCELLANEOUS

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

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

Employer: Blood Center of Iowa  
431 E. Locust St.  
Des Moines, IA 50309

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

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

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

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

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

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

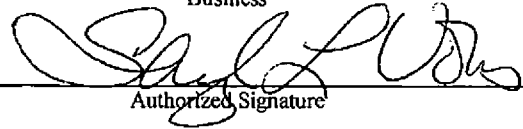
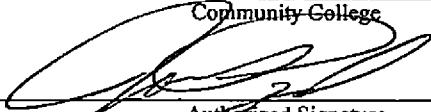
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Blood Center of Iowa

Community College

Business



Authorized Signature

Authorized Signature

Joe Pree Board President

Sheryl L. Johns

Type Name and Title

Type Name and Title

Sheri.Johns@bloodcenterofiowa.org

Email Address

2006 South Ankeny Blvd.

431 E. Locust

Ankeny, IA 50023-3993

Des Moines, IA 50309

Address

Address

11-10-08

9/18/08

Date

Date

260F-4 (03/00)

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

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**The Blood Center of Iowa  
Project #1**

May 10, 2008

**Training Plan and Budget  
For  
Blood Center of Central Iowa  
GIVF Project #1**

The following Training Plan reflects the expected training activities for Blood Center of Central Iowa. 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 Blood Center 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>\$25,000</b>	<b>\$21,250</b>
<p><b>Lean Initiatives</b> –The Blood Center will be implementing lean and continuous improvement concepts throughout their organization. DMACC will work with the Blood Center to propose and implement this training throughout the organization.</p>		
<b>II. Management/Supervisory Skills</b>	<b>\$4,588</b>	<b>\$0</b>
<p>Along with the continuous improvement curriculum, there will be some leadership Development training that will take place.</p>		
<b>III. Materials and Supplies</b>	<b>\$</b>	<b>\$</b>
<b>IV. Administrative Costs</b>	<b>\$3750</b>	<b>\$3750</b>
<b>Total</b>	<b>\$33,338</b>	<b>\$25,000</b>

The training began May 2008 with completion anticipated May 2010 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. May 10, 2008

II. Training end date. May 2010

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
Lean Initiatives and Performance Improvement	25,000	15	VALUE OF WAGES & BENEFITS: <span style="float: right;">5,700</span> VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH <span style="float: right;">5,700</span>
Leadership Development	4,588	15	
<b>TOTAL TRAINING COST</b>			

<b>Total Training Cost</b>	<b>29,588</b>
<b>Admin. Costs</b> +	<b>3750</b>
<b>Total Project Cost equals</b>	<b>33,338</b>
<b>Company Cash Match</b> -	<b>8,338</b>
<b>IDED Award Amount equals</b> (Maximum Award \$25,000)	<b>25,000</b>

Business contribution above minimum program match?  Yes  No



Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

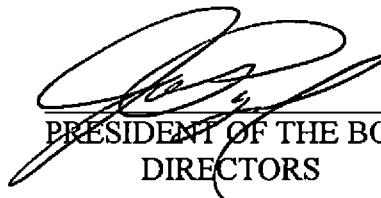
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<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 Iowa Values Fund Training Contract between the College and Chicago Bridge & Iron Company (Delaware). Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Training Contract between the College and Chicago Bridge & Iron Company (Delaware)." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

\* \* \* \* \*



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

Attest:



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

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND CHICAGO BRIDGE & IRON COMPANY (DELAWARE)

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

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

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

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

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

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

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

Values Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

Passed and approved this 10th day of November, 2008.

  
\_\_\_\_\_  
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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

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

# GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of November 10, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Chicago Bridge & Iron Company (Delaware), Clive, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
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### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Chicago Bridge & Iron  
9550 Hickman Road  
Clive, Iowa 50325

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

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

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

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

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

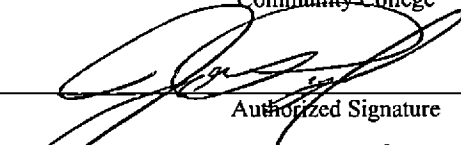
obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



Authorized Signature

Sue Pugal, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993

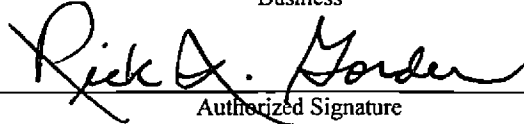
Address

11-10-08

Date

Chicago Bridge & Iorn

Business



Authorized Signature

Rick L. Gorder VP-Operations

Type Name and Title

rgorder@cbi.com

Email Address

One CB&I Plaza

2103 Research Forest Drive

The Woodlands, TX 77380

Address

10/9/08

Date

260F-4 (03/00)

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

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**Chicago Bridge & Iron Company (Delaware)  
Project #2**

March 1, 2008

**Training Plan and Budget**  
**For**  
**Chicago Bridge and Iron**  
**260F Project #2**

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

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

This training plan has been designed by Chicago Bridge and Iron 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>\$24,650</b>	<b>\$16,250</b>
<b>A. Product and Process Training</b>		
Training may include, but is not limited to, operation of tools, billings and drawings, components of construction, Lean manufacturing, and other courses or consulting designed to increase efficiency.		
<b>B. Computer Skills</b>		
Training will instruct employees on computer software and computer systems. DMACC and/or an outside vendor may provide computer skills training that may include, but not limited to, Excel, Access, Word, and CAD software.		
<b>II. Management/Supervisory Skills</b>	<b>\$5,000</b>	<b>\$5,000</b>
The company will be sending their supervisors through training on management skills. Training may include writing job descriptions and developing office procedures.		
<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>
<b>Total</b>	<b>\$33,400</b>	<b>\$25,000</b>

The training began 3/1/08 with completion anticipated 3/1/10 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

i. Training start date. 3/1/08

ii. Training end date. 3/1/10

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Process and Product Training	\$19,650	10	VALUE OF WAGES & BENEFITS: <span style="float: right;">\$24,000</span>
Management/Supervisory Training	\$5,000	5	VALUE OF FACILITIES: <span style="float: right;">0</span>
IT Training	\$5,000	8	VALUE OF EQUIPMENT: <span style="float: right;">0</span>
			VALUE OF SUPPLIES: <span style="float: right;">0</span>
			OTHER:
			TOTAL IN-KIND MATCH <span style="float: right;">\$24,000</span>
<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> (Maximum Award \$25,000)	<b>\$25,000</b>

Business contribution above minimum program match?  Yes  No

Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<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"/>

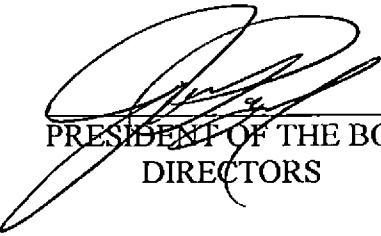
Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Quebecor World Waukee Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution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

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



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

\* \* \* \* \*



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

Attest:



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

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND QUEBECOR WORLD WAUKEE INC.

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

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

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

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

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

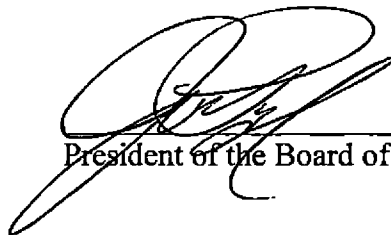
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

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

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

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

Passed and approved this 10th day of November, 2008.



\_\_\_\_\_  
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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

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

# GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of November 10, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Quebecor World Waukee Inc., Waukee, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Quebecor World Waukee  
400 Demming  
Waukee, IA 50263

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

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

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

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

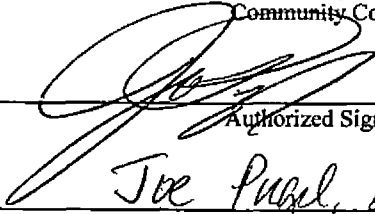
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect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

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

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

Des Moines Area Community College

Community College



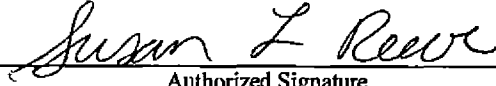
Authorized Signature

Joe Prael, Board President

Type Name and Title

Quebecor World Waukee

Business



Authorized Signature

Susan Reeve, VP General Manager

Type Name and Title

Susan.Reeve@quebecorworld.com

Email Address

2006 South Ankeny Blvd.

400 Demming

Ankeny, IA 50023-3993

Address

Waukee, IA 50263

Address

11-10-08

Date

10-14-08

Date

260F-4 (03/00)

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

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**Quebecor World Waukee, Inc.  
Project #4**

August 1, 2008

**Training Plan and Budget  
For  
Quebecor World, GIVF #4  
GIVF Project**

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

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

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

	<b>Cost</b>	<b>GIVF Cost</b>
<b>I. Job Skill Training</b>	<b>\$ 9000.00</b>	<b>\$ 4250.00</b>
Quebecor World is going to provide the following job skill training including, but not limited to, the following:		
<ul style="list-style-type: none"> <li>• <b>PLC Electrical Training</b> – DMACC or another vendor may provide PLC electrical training.</li> <li>• <b>Legal Training</b> – The Company may send participants to various types of legal training, including but not limited to the following: employee relations law, human resources law, state and federal laws.</li> <li>• <b>Professional Job skills</b> – The Company may send participants to classes on accounting, financial management, marketing and sales, software training,</li> <li>• <b>ISO14001</b>- They need to train an internal trainer to come back and train the rest of their staff on the ISO14001.</li> <li>• <b>Communications Skills</b> – The Company may send participants to classes to increase their ability to communicate more effectively in the office.</li> <li>• <b>Trendsetter Maintenance Training</b> – The Company will need to bring in an expert to train their staff on the trendsetter maintenance for the prepress.</li> <li>• <b>Computer Training</b> – The Company is installing a new computer system called EFI. The administrative employees will need to be trained because the new system will totally change the way they are tracking things like scrap cost.</li> <li>• <b>Change Management Training</b> – Due to the changes in software that will affect all administration. The company may plan to do some training that will help the employees acclimate to the new systems more effectively.</li> </ul>		
<b>II. Supervisory Management Skills</b>	<b>\$ 20,088.00</b>	<b>\$ 17,000.00</b>
<ul style="list-style-type: none"> <li>• The company may send participants to leadership, management development or supervisor training. The training may include onsite training by DMACC or other vendors. The training may consist of any and all leadership management topics including but not limited to change, leadership for new leaders, managing conflict,</li> </ul>		

motivating a productive workforce, managing stress, goal setting, strategic management and business philosophy.

**III. Materials and Supplies** **\$ 500.00** **\$ 0**  
Learning resources may be purchased for training. These may include but are not limited to: technical manuals, DVDs, videos, audiovisual equipment, a data projector, a computer and computer software.

**IV. Administrative Costs** **\$ 3,750.00** **\$ 3,750.00**

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

**Total** **\$33,338.00** **\$25,000.00**

The training began 8/01/2008 with completion anticipated 8/08/2010 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of GIVF, DMACC and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. 08/01/08

II. Training end date. 08/08/10

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
Job Skills	9000.00	8	VALUE OF WAGES & BENEFITS: 16,000.00
Management Supervisory Training	20088.00	12	VALUE OF FACILITIES: 5,000.00
Materials	\$500.00		VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH 21,000.00
<b>TOTAL TRAINING COST</b>	<b>29588.00</b>		

<b>Total Training Cost</b>	<b>29,588.00</b>
<b>Admin. Costs</b> +	<b>3,750.00</b>
<b>Total Project Cost equals</b>	<b>33,338.00</b>
<b>Company Cash Match</b> -	<b>8338.00</b>
<b>IDED Award Amount equals</b> (Maximum Award \$25,000)	<b>25,000.00</b>

Business contribution above minimum program match?  Yes  No

Ankeny, Iowa  
November 10, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of November, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<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 Iowa Values Fund Training Contract between the College and Stork Townsend Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Training Contract between the College and Stork Townsend Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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



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

\* \* \* \* \*

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

Attest:

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

## RESOLUTION

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

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

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

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

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$46,875; and

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

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

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

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

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

Passed and approved this 10th day of November, 2008.

  
\_\_\_\_\_  
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 November 10, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of November, 2008.

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

# GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of November 10, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Stork Townsend Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III  
PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$46,875.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) 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: Stork Townsend, Inc.  
2425 Hubble Ave.  
Des Moines, IA 50317

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

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

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

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

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

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

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

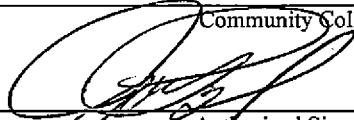
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

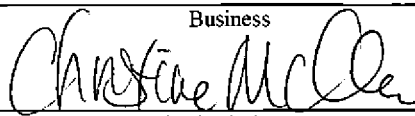
Community College

Stork Townsend

Business



Authorized Signature



Authorized Signature

Sue Puzel, Board President

Type Name and Title

Christine McGuire, HR Manager

Type Name and Title

christine.mcguire@stork.com

Email Address

2006 South Ankeny Blvd.

2425 Hubble Ave

Ankeny, IA 50023

Address

Des Moines, IA 50317

Address

11-10-08

Date

10/14/08

Date

260F-4 (03/00)

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

~~Stork Townsend~~

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**Stork Townsend, Inc.  
Project #1**

May 15, 2008

**Training Plan and Budget  
For  
Stork Townsend, Inc., GIVF #1  
GIVF Project**

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

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by BGS Enterprise, LLC staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	GIVF Cost
I. Job Skill Training	\$ 55,751.50	\$ 43,251.50
Stork will be using DMACC -Provided Training on most, if not all of the following technical training which will include, but is not limited to the following classes:		
• Related Math		
• Basic Print Reading		
• CNC Mill and Lathe		
• GD & T Basic, Intermediate and Advanced		
• Safety		
• Measurements		
• New Employee Orientation		
II. Management/Supervisory Skills	\$	\$
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$ 6,748.50	\$ 6,748.50
	<b>Total</b>	<b>62,500.00</b>
		<b>\$50,000.00</b>

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

The training began 5/15/08 with completion anticipated 5/15/11 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of GIVF, DMACC and this training plan will be made on an applied for basis.

Check appropriate box(es) for business provided benefits. Health  Other

### 6. TRAINING PLAN

I. Training start date. 05/15/2008

II. Training end date. 05/15/2011

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	
Job Skill	55,751.50	20	VALUE OF WAGES & BENEFITS:	5,000.00
Management Supervisory Training			VALUE OF FACILITIES:	1,200.00
Training Materials			VALUE OF EQUIPMENT:	
			VALUE OF SUPPLIES:	
			OTHER:	
			TOTAL IN-KIND MATCH	6,200.00
<b>TOTAL TRAINING COST</b>	<b>55,751.50</b>			

<b>Total Training Cost</b>	<b>55,751.50</b>
<b>Admin. Costs</b> +	<b>6,748.50</b>
<b>Total Project Cost equals</b>	<b>62,500.00</b>
<b>Company Cash Match</b> -	<b>15,625.00</b>
<b>IDED Award Amount equals</b>	<b>46,875.00</b>
<b>Maximum Award (\$25,000)</b>	

Business contribution above minimum program match?  Yes  No

RESOLUTION SETTING PUBLIC HEARING DATE AND ADOPTING PROPOSED PLANS AND SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC NEWTON CAMPUS CAREER ACADEMY REMODELING 2009.

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 Newton Campus Career Academy Remodeling 2009 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 Ankeny Campus, 2006 South Ankeny Blvd., Ankeny, Iowa, Health Sciences Building #24 room 203 at 5:00 pm on December 8, 2008 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 10th day of November 2008.

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

ATTEST:

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

ATTACHMENT "A"

RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR THE DMACC NEWTON  
CAMPUS CAREER ACADEMY REMODELING 2009

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA  
COMMUNITY COLLEGE, that sealed proposals for the DMACC Newton Campus  
Career Academy Remodeling 2009 will be received at the DMACC Newton Polytechnic  
Campus, 600 North 2<sup>nd</sup> Avenue W, Newton, Iowa, Room 251 until 2:00 p.m. Central  
Time, December 4<sup>th</sup>, 2008 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 10th day of November, 2008

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

ATTEST:

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

ATTACHMENT "B"



# Des Moines Area Community College



## ***FINANCIAL STATEMENTS FOR OCTOBER 31, 2008 AND THE FOUR MONTHS THEN ENDED***

**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
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**BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS**

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

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

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

Des Moines Area Community College  
Balance Sheet  
October 31, 2008

	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	\$ 8,418,195	\$ 69,454,690	\$ 1,678,626	\$ 1,234,264	\$ (1,527,058)	\$ 74,353	\$ (967,523)	\$ 78,365,547
Accounts Receivable	16,253,937	75,018,591	864,735	5,832	1,600,000	-	8,045,724	101,788,819
Student Loans	-	-	-	-	-	91,188	-	91,188
Deposits & Prepaid Expenses	158,284	640,000	-	-	-	-	41,617	839,901
Inventories	38,300	-	767,959	-	-	-	-	806,259
Due to/from Other Funds	-	-	-	-	-	-	-	-
Total Current Assets	<u>24,868,716</u>	<u>145,113,281</u>	<u>3,311,320</u>	<u>1,240,096</u>	<u>72,942</u>	<u>165,541</u>	<u>7,119,818</u>	<u>181,891,714</u>
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	106,634,964	106,634,964
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	11,473,652	11,473,652
Less accumulated depreciation	-	-	-	-	-	-	(44,665,976)	(44,665,976)
Total Fixed Assets	-	-	-	-	-	-	<u>73,442,640</u>	<u>73,442,640</u>
<b>TOTAL ASSETS</b>	<u>\$24,868,716</u>	<u>\$ 145,113,281</u>	<u>\$3,311,320</u>	<u>\$ 1,240,096</u>	<u>\$ 72,942</u>	<u>\$ 165,541</u>	<u>\$ 80,562,458</u>	<u>\$255,334,354</u>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$18,059,317	\$ 60,268,485	\$ (11,388)	\$ 42,161	\$ (600)	\$ -	\$ 6,293,684	\$ 84,651,659
Long Term Liabilities	-	74,555,080	-	-	-	-	7,980,864	82,535,944
Deposits Held in Custody for Others	4,025	-	-	1,197,935	-	-	-	1,201,960
Total Liabilities	<u>18,063,342</u>	<u>134,823,565</u>	<u>(11,388)</u>	<u>1,240,096</u>	<u>(600)</u>	<u>-</u>	<u>14,274,548</u>	<u>168,389,563</u>
<b>Fund Balance:</b>								
Unrestricted	6,805,374	-	3,322,708	-	-	-	-	10,128,082
Restricted-Specific Purposes	-	10,289,716	-	-	73,542	165,541	820,270	11,349,069
Net Investment in Plant	-	-	-	-	-	-	65,467,640	65,467,640
Total Fund Balance	<u>6,805,374</u>	<u>10,289,716</u>	<u>3,322,708</u>	<u>-</u>	<u>73,542</u>	<u>165,541</u>	<u>66,287,910</u>	<u>86,944,791</u>
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<u>\$24,868,716</u>	<u>\$ 145,113,281</u>	<u>\$3,311,320</u>	<u>\$ 1,240,096</u>	<u>\$ 72,942</u>	<u>\$ 165,541</u>	<u>\$ 80,562,458</u>	<u>\$255,334,354</u>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Four Months Ended October 31, 2008**

	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	\$ 13,613,265	\$ 3,700	\$ 94,326	\$ 173,486	\$ -	\$ -	\$ -	\$ 13,884,777
Local Support (Property Taxes)	2,295,845	1,504,275	-	-	-	-	2,295,776	6,095,896
State Support	9,247,819	402,479	89	266,914	-	-	366,666	10,283,967
Federal Support	498,288	880,469	-	25,513	6,667,480	-	-	8,071,750
Sales and Services	57,640	768	870,549	264,780	-	-	12,564	1,206,301
Training Revenue / Fund 1 ACE	804,571	12,286,427	-	-	-	-	-	13,090,998
Other Income	594,464	1,065,899	358,611	121,136	883	1,346	35,598	2,177,937
<b>Total Revenue</b>	<u>27,111,892</u>	<u>16,144,017</u>	<u>1,323,575</u>	<u>851,829</u>	<u>6,668,363</u>	<u>1,346</u>	<u>2,710,604</u>	<u>54,811,626</u>
<b>Transfers In - General</b>	953,959	248,180	9,790	19,872	27,683	-	400,345	1,659,829
<b>Total Revenue and Transfers In</b>	<u>\$ 28,065,851</u>	<u>\$ 16,392,197</u>	<u>\$ 1,333,365</u>	<u>\$ 871,701</u>	<u>\$ 6,696,046</u>	<u>\$ 1,346</u>	<u>\$ 3,110,949</u>	<u>\$ 56,471,455</u>
<b>Expenditures:</b>								
Instruction	\$ 14,373,217	\$ 11,993,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,366,285
Academic Support	3,148,427	33,554	-	-	-	-	-	3,181,981
Student Services	2,277,589	339,291	-	-	-	-	-	2,616,880
Institutional Support	5,770,055	3,605,523	-	-	-	-	-	9,375,578
Operation and Maintenance of Plant	2,032,462	321,496	-	-	-	-	-	2,353,958
Auxiliary Enterprise Expenditures	-	-	1,030,279	-	-	-	-	1,030,279
Scholarship Expense	-	-	-	-	6,639,776	-	-	6,639,776
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	4,345,119	4,345,119
Agency Fund Expense	-	-	-	565,265	-	-	-	565,265
<b>Total Expenditures</b>	<u>27,601,750</u>	<u>16,292,932</u>	<u>1,030,279</u>	<u>565,265</u>	<u>6,639,776</u>	<u>-</u>	<u>4,345,119</u>	<u>56,475,121</u>
<b>Transfers Out - General</b>	433,644	1,185,975	-	32,493	7,717	-	-	1,659,829
<b>Total Expenditures and Transfers Out</b>	<u>28,035,394</u>	<u>17,478,907</u>	<u>1,030,279</u>	<u>597,758</u>	<u>6,647,493</u>	<u>-</u>	<u>4,345,119</u>	<u>58,134,950</u>
<b>Net Increase (Decrease) for the Period</b>	30,457	(1,086,710)	303,086	273,943	48,553	1,346	(1,234,170)	(1,663,495)
<b>Fund Balance at Beginning of Year</b>	<u>6,774,917</u>	<u>11,376,426</u>	<u>3,019,622</u>	<u>923,992</u>	<u>24,989</u>	<u>164,195</u>	<u>67,522,080</u>	<u>89,806,221</u>
<b>Fund Balance at End of Period</b>	<u>\$ 6,805,374</u>	<u>\$ 10,289,716</u>	<u>\$ 3,322,708</u>	<u>\$ 1,197,935</u>	<u>\$ 73,542</u>	<u>\$ 165,541</u>	<u>\$ 66,287,910</u>	<u>\$ 88,142,726</u>

**DES MOINES AREA COMMUNITY COLLEGE  
INVESTMENT RECAP  
October 31, 2008**

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 4,852,250	1.49%	Money Market
Various Checking Accounts	\$ 519,440	1.00%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ 39,305	1.70%	Money Market
Sub Total	\$ 5,410,995		

<u>ISJIT INVESTMENTS</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	<u>Calculated Term</u>
Bank					
First American Bank - Ankeny	May 14, 2008	\$ 2,000,000	2.95%	November 10, 2008	6.0
First American Bank - Ankeny	May 14, 2008	\$ 1,400,000	2.95%	November 10, 2008	6.0
Community State Bank - Ankeny	May 13, 2008	\$ 1,100,000	3.05%	November 28, 2008	6.6
Boone Bank and Trust - Boone	May 30, 2008	\$ 500,000	2.88%	December 1, 2008	6.2
US Bank - Des Moines	May 30, 2008	\$ 3,500,000	2.73%	December 1, 2008	6.2
Waukon State Bank - Waukon	May 30, 2008	\$ 1,000,000	3.11%	December 1, 2008	6.2
First American Bank - Ankeny	May 14, 2008	\$ 2,000,000	2.95%	December 10, 2008	7.0
Boone Bank and Trust - Boone	June 17, 2008	\$ 1,750,000	3.17%	December 15, 2008	6.0
Bank of the West - Des Moines	June 27, 2008	\$ 1,000,000	2.96%	January 8, 2009	6.5
US Bank - Des Moines	June 27, 2008	\$ 1,000,000	2.91%	January 8, 2009	6.5
Federal Home Loan Bank	October 27, 2008	\$ 1,200,000	2.11%	January 8, 2009	2.4
Federal Home Loan Bank	October 27, 2008	\$ 1,800,000	2.11%	January 8, 2009	2.4
Federal Home Loan Bank	October 27, 2008	\$ 1,000,000	2.11%	January 8, 2009	2.4
F&M Bank - Marshalltown	October 23, 2008	\$ 1,000,000	3.25%	January 21, 2009	3.0
Waukon State Bank - Waukon	October 23, 2008	\$ 2,500,000	3.21%	January 29, 2009	3.3
Federal Home Loan Mortgage Corporation	June 27, 2008	\$ 500,000	3.05%	January 30, 2009	7.2
US Bank - Des Moines	October 17, 2008	\$ 2,000,000	3.00%	February 17, 2009	4.1
Federal Home Loan Bank	October 27, 2008	\$ 1,000,000	2.62%	February 18, 2009	3.8
Federal Home Loan Bank	October 27, 2008	\$ 2,000,000	2.62%	February 18, 2009	3.8
Federal Farm Credit Bank	June 27, 2008	\$ 500,000	3.03%	March 3, 2009	8.3
US Bank - Des Moines	October 17, 2008	\$ 2,000,000	3.00%	March 19, 2009	5.1
Federal Home Loan Mortgage Corporation	June 24, 2008	\$ 213,412	3.19%	April 1, 2009	9.4
Federal Home Loan Bank	October 17, 2008	\$ 350,000	3.00%	April 15, 2009	6.0
Federal Home Loan Bank	October 23, 2008	\$ 1,450,000	3.13%	April 19, 2009	5.9
Federal Home Loan Bank	October 17, 2008	\$ 365,000	3.15%	April 20, 2009	6.2
Boone Bank and Trust - Boone	June 17, 2008	\$ 1,248,000	3.68%	May 28, 2009	11.5
Federal Home Loan Bank	October 28, 2008	\$ 200,000	3.38%	May 28, 2009	7.1
Federal Home Loan Bank	October 28, 2008	\$ 250,000	3.38%	May 28, 2009	7.1
Federal Home Loan Bank	October 28, 2008	\$ 50,000	3.38%	May 28, 2009	7.1
Bankers Trust - Cedar Rapids	May 13, 2008	\$ 3,000,000	3.40%	May 29, 2009	12.7
Community State Bank - Ankeny	May 13, 2008	\$ 1,800,000	3.35%	May 29, 2009	12.7
Community State Bank - Ankeny	May 14, 2008	\$ 750,000	3.45%	May 29, 2009	12.7
US Treasury - Restricted SLGS	April 27, 2007	\$ 439,967	4.63%	June 1, 2009	25.5
US Treasury - Restricted SLGS	April 27, 2007	\$ 416,945	4.35%	June 1, 2009	25.5
US Treasury - Restricted SLGS	April 27, 2007	\$ 528,948	3.81%	June 1, 2009	25.5
Bank of the West - Ankeny	May 30, 2008	\$ 1,000,000	3.05%	June 1, 2009	12.2
Boone Bank and Trust - Boone	May 30, 2008	\$ 2,500,000	3.14%	June 1, 2009	12.2
US Bank - Des Moines	May 30, 2008	\$ 1,123,167	3.05%	June 1, 2009	12.2
West Bank - West Des Moines	May 30, 2008	\$ 9,599,093	3.15%	June 1, 2009	12.2
West Bank - West Des Moines	May 30, 2008	\$ 190,765	3.15%	June 1, 2009	12.2
Bank of the West - Des Moines	June 6, 2008	\$ 2,000,000	3.01%	June 8, 2009	12.2
Federal Home Loan Mortgage Corporation	July 23, 2008	\$ 205,068	4.20%	July 1, 2009	11.4
Federal Home Loan Mortgage Corporation	June 10, 2008	\$ 113,807	4.87%	October 1, 2009	15.9
Federal Home Loan Mortgage Corporation	October 21, 2008	\$ 333,506	4.48%	March 1, 2010	16.5
US Treasury - Restricted SLGS	April 27, 2007	\$ 425,064	4.57%	June 1, 2010	37.7
US Treasury - Restricted SLGS	April 27, 2007	\$ 380,000	4.35%	June 1, 2010	37.7
Federal Home Loan Mortgage Corporation	October 23, 2008	\$ 308,028	4.36%	June 15, 2010	20.0
Federal National Mortgage Association	June 18, 2008	\$ 468,931	4.48%	July 1, 2010	24.8
Federal Home Loan Mortgage Corporation	October 17, 2008	\$ 426,806	4.50%	December 15, 2010	26.3
Federal Home Loan Mortgage Corporation	October 23, 2008	\$ 352,057	4.73%	April 15, 2011	30.1
Federal Home Loan Mortgage Corporation	October 23, 2008	\$ 592,630	4.73%	April 15, 2011	30.1
Federal National Mortgage Association	June 24, 2008	\$ 352,500	3.86%	May 1, 2011	34.7
Federal Home Loan Bank	June 27, 2008	\$ 250,000	4.00%	May 21, 2012	47.5
Federal Home Loan Bank	June 27, 2008	\$ 250,000	4.00%	May 21, 2012	47.5
Federal National Mortgage Association	September 17, 2008	\$ 500,000	4.16%	March 1, 2013	54.2
Federal National Mortgage Association	September 29, 2008	\$ 200,000	4.84%	March 1, 2013	53.8
Federal National Mortgage Association	September 29, 2008	\$ 375,000	4.84%	March 1, 2013	53.8
Federal National Mortgage Association	June 17, 2008	\$ 159,371	3.96%	August 1, 2013	62.4
Federal National Mortgage Association	June 17, 2008	\$ 226,246	4.00%	October 1, 2013	64.4
Federal Home Loan Mortgage Corporation	June 27, 2008	\$ 294,028	4.76%	July 1, 2014	73.2
Federal National Mortgage Association	May 20, 2008	\$ 326,897	3.76%	July 25, 2015	87.4
ISJIT Diversified Fund		\$ 8,189,316	1.54%	Money Market	
Total ISJIT Investments		\$ 72,954,552			

Grand Total of Investments \$ 78,365,547

Grand Total Weighted Average 2.78%  
Weighted Average without SLGS 2.74%

**DES MOINES AREA COMMUNITY COLLEGE**  
**Detail of Liabilities**  
**October 31, 2008**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Payables:</b>								
Trade Accounts Payable	\$ (31,840)	\$ 232,062	\$ (129,203)	\$ 1,468	\$ (600)	\$ -	\$ 78,321	\$ 150,208
Long Term Payables (Bonds)	-	74,840,000	-	-	-	-	7,975,000	82,815,000
Unamortized Discount on Bonds	-	(467,379)	-	-	-	-	(8,911)	(476,290)
Unamortized Premium on Bonds	-	182,459	-	-	-	-	14,775	197,234
Interest Payable	-	1,078,918	-	-	-	-	114,490	1,193,408
<b>Accrued Liabilities:</b>								
Wages and Salary	2,725,119	857,905	50,000	-	-	-	1,100	3,634,124
Accrued Vacation	1,200,000	165,000	67,000	-	-	-	17,000	1,449,000
Early Retirement - Insurance	-	4,062,804	-	-	-	-	-	4,062,804
Employee deductions and benefits	(628,816)	-	-	-	-	-	-	(628,816)
<b>Due to Other Funds:</b>	-	-	-	-	-	-	-	-
<b>Due to DMACC Foundation:</b>	-	-	-	-	-	-	-	-
<b>Deferred Revenue:</b>								
Tuition and Fees	8,616,027	-	-	-	-	-	-	8,616,027
Property Tax	6,027,020	5,038,074	-	-	-	-	6,027,020	17,092,114
Other	50,000	-	815	40,693	-	-	55,753	147,261
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	20,357,377	-	-	-	-	-	20,357,377
260E Training Funds	-	25,595,242	-	-	-	-	-	25,595,242
260E Administrative Fees	-	2,881,103	-	-	-	-	-	2,881,103
<b>Other Liabilities:</b>								
Funds Held in Trust / Deposits	4,025	-	-	-	-	-	-	4,025
Fund Balance	-	-	-	1,197,935	-	-	-	1,197,935
Deferred Compensation Account	101,807	-	-	-	-	-	-	101,807
<b>Total</b>	<b>\$ 18,063,342</b>	<b>\$ 134,823,565</b>	<b>\$ (11,388)</b>	<b>\$ 1,240,096</b>	<b>\$ (600)</b>	<b>\$ -</b>	<b>\$ 14,274,548</b>	<b>\$ 168,389,563</b>

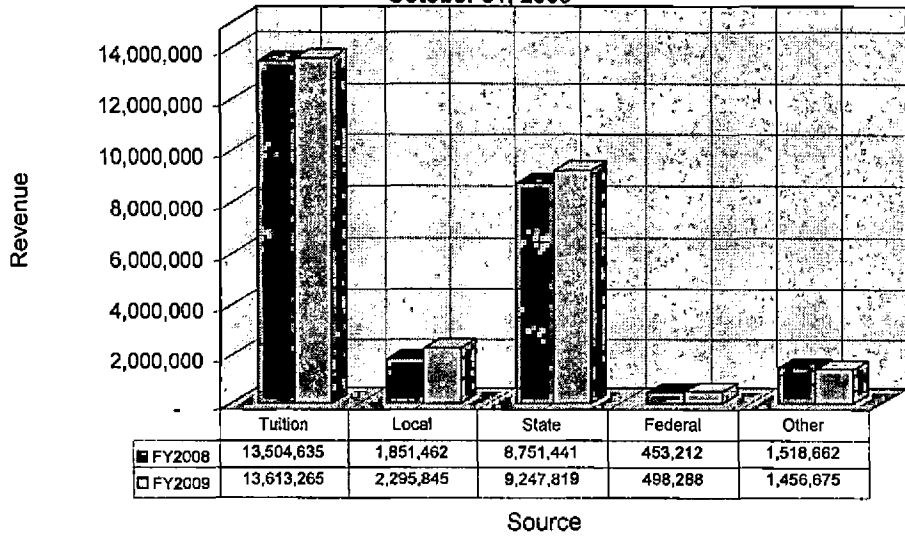
**Des Moines Area Community College  
Fiscal Year Ending June 30, 2009 Budget Report  
Summary by Fund (All Funds)  
For The Four Months Ended October 31, 2008**

<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	\$ 83,825,964	\$ 84,492,327	\$ 28,065,851		\$ 56,426,476
Restricted Current	2	53,471,780	56,188,657	16,392,197		39,796,460
Auxiliary	3	10,197,003	10,261,003	1,333,365		8,927,638
Agency	4	934,719	1,581,018	871,701		709,317
Scholarship	5	11,610,423	11,610,423	6,696,046		4,914,377
Loan	6	12,900	12,900	1,346		11,554
Plant (Note 1)	7	<u>20,016,144</u>	<u>22,140,135</u>	<u>3,110,949</u>		<u>19,029,186</u>
<b>Total Revenue</b>		<u>\$ 180,068,933</u>	<u>\$ 186,286,463</u>	<u>\$ 56,471,455</u>		<u>\$ 129,815,008</u>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 84,075,964	\$ 84,643,498	\$ 28,035,394	\$ 35,605,481	\$ 21,002,623
Restricted Current	2	53,218,681	57,675,099	17,478,907	3,450,004	36,746,188
Auxiliary	3	10,539,448	10,399,120	1,030,279	1,119,990	8,248,851
Agency	4	850,919	1,506,647	597,758	384,902	523,987
Scholarship	5	11,610,423	11,610,423	6,647,493	-	4,962,930
Loan	6	12,900	12,900	-	-	12,900
Plant (Note 1)	7	<u>22,465,457</u>	<u>24,073,822</u>	<u>4,345,119</u>	<u>2,515,090</u>	<u>17,213,613</u>
<b>Total Expenditures</b>		<u>\$ 182,773,792</u>	<u>\$ 189,921,509</u>	<u>\$ 58,134,950</u>	<u>\$ 43,075,467</u>	<u>\$ 88,711,092</u>

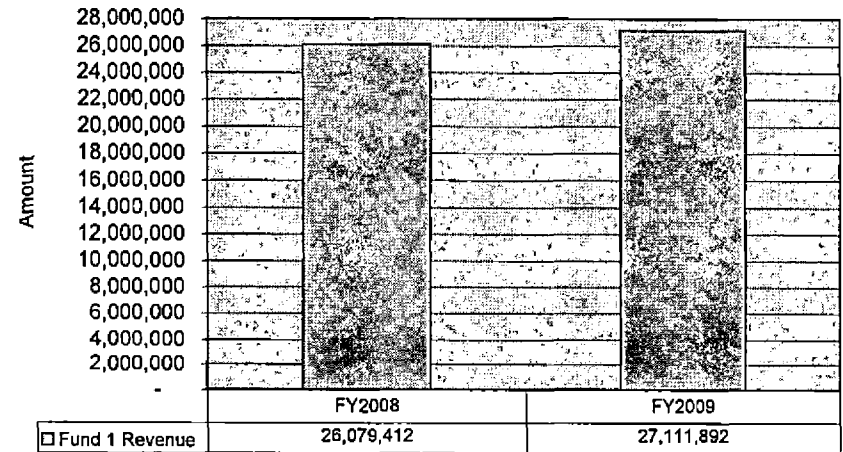
Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

Des Moines Area Community College  
 Revenue Comparison With Prior Year  
 For The Four Months Ended October 31, 2008

**Fund 1 Revenue Comparison by Source  
 October 31, 2008**



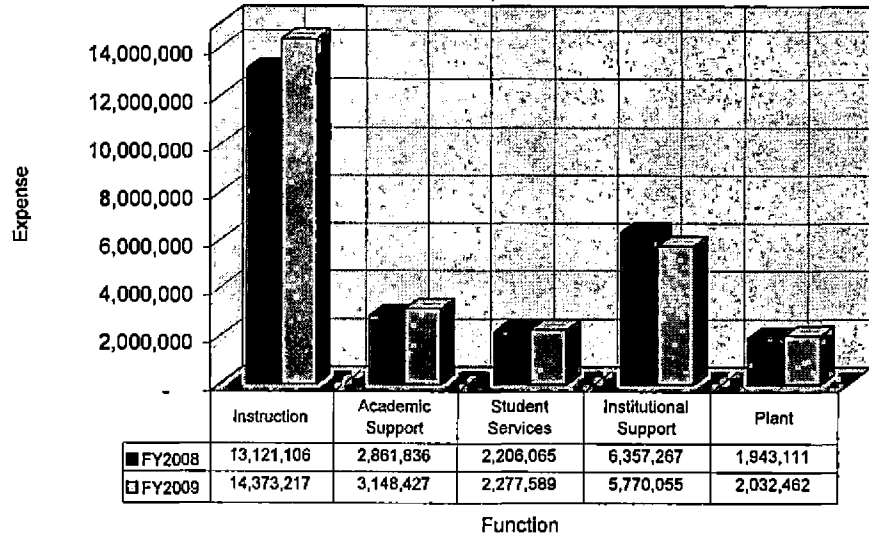
**Fund 1 Revenue  
 October 31, 2008**



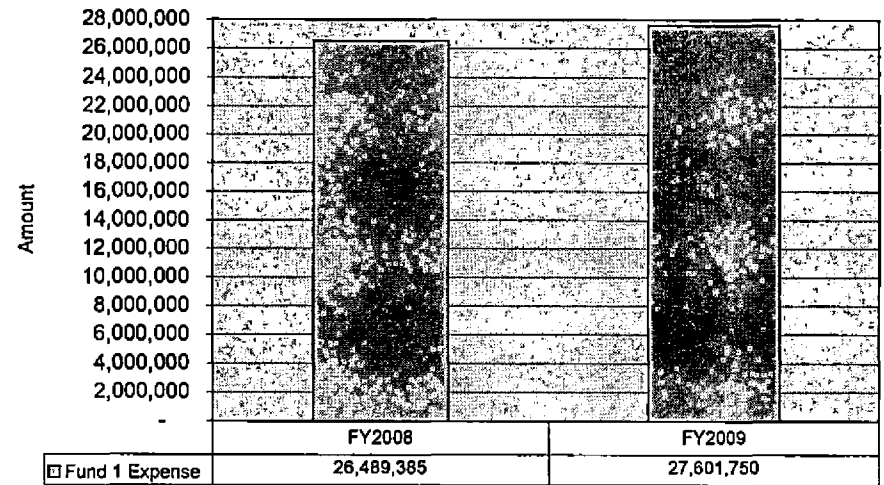


**Des Moines Area Community College  
Expense Comparison With Prior Year  
For The Four Months Ended October 31, 2008**

**Fund 1 Expense Comparison by Function  
October 31, 2008**



**Fund 1 Expense  
October 31, 2008**



# DMACC REVENUE AND EXPENDITURES (Including Transfers)

For The 4 Months Ended October 31, 2008

