### Des Moines Area Community College

### Open SPACE @ DMACC

**Board of Directors Meeting Minutes** 

9-8-2008

Board of Directors Meeting Minutes (September 8, 2008)

DMACC

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## Board of Directors Des Moines Area Community College

Regular Board Meeting September 8, 2008; 4:00 PM DMACC Career Academy 1420 South Bell Avenue, Ames

### Agenda

- 1. Call to order.
- 2. Roll call.
- Consideration of tentative agenda.
- Public comments.
- 5. Presentations: Randy Gabriel; Director of Program Development

Michael Lentsch, Director of Enrollment Management

Kathryn D. Beyer, CFA; Senior Managing Director, ISJIT

- 6. Consent Items.
  - Consideration of minutes from August 11, 2008 Public Hearing and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
- 7. <u>Board Report 08-120.</u> Approve President's Recommendation for DMACC Staff on Foundation.
- 8. <u>Board Report 08-121.</u> A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Benefit Administration for the Self Employed, LLC**.
- 9. <u>Board Report 08-122.</u> A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Paragon International**, Inc. **Project #2**.
- 10. <u>Board Report 08-123.</u> A resolution approving the form and content and execution and delivery of a Grow lowa Values Fund training contract under **Chapter 260F**, Code of lowa for **SuperFlow Technologies Group**.

- 11. <u>Board Report 08-124.</u> Approval of Funding for IACCT Building.
- 12. Presentation of financial report.
- 13. President's Report.
- 14. Committee Reports.
- 15. Board Members' Reports.
- 16. Information Items:
  - > September 9 School Board Elections
  - ➤ October 13 Organizational and Regular Board Meeting, Boone; 4:00 p.m.
  - ➤ October 29-November 1 ACCT Congress; New York City
- 17. Adjourn.

### Board of Directors Des Moines Area Community College

REGULAR BOARD

MEETING September 8, 2008 The regular meeting of the Des Moines Area Community College Board of Directors was held at the DMACC Career Academy in Ames on September 8, 2008. Board Chair Joe Pugel called the meeting to order at 4:04 p.m.

**ROLL CALL** 

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

Members absent: Ben Norman.

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

CONSIDERATION OF TENTATIVE AGENDA

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

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

**PUBLIC COMMENTS** 

None.

**PRESENTATIONS** 

Randy Gabriel, Director of Program Development, welcomed everyone to the DMACC Career Academy and presented an overview of the Career Academy programs.

Michael Lentsch, Director of Enrollment Management, presented information on DMACC's Enrollment Management Plan.

\* Tursi joins the meeting via telnet at 4:25.

Kathryn Beyer, ISJIT Senior Managing Director, provided an Investment Portfolio Review.

CONSENT ITEMS

Langston moved; seconded by Hall to approve the consent items: a) Minutes from the August 11, 2008 Public Hearing and Regular Board Meeting; b) Human Resources Report (Attachment #1); and c) Payables (Attachment #2).

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

APPROVAL OF PRESIDENT'S RECOMMENDATION FOR DMACC FOUNDATION <u>Board Report 08-120.</u> Crawford moved; seconded by Knott recommending that the Board ratify the appointment of Ewa Pratt to the DMACC Foundation.

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

APPROVE RETRAINING OR TRAINING AGREEMENTS

Rouse moved; seconded by Crawford to approve Items #8-10 as one consent item.

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

Benefit Administration for the Self Employed, LLC.

<u>Board Report 08-121</u>. Attachment #3. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of lowa, for Benefit Administration for the Self Employed, LLC.

Paragon International, Inc. Project #2.

Board Report 08-122. 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 Paragon International, Inc. Project #2.

SuperFlow Technologies Group <u>Board Report 08-123</u>. Attachment #5. A resolution approving the form and content and execution and delivery of a Grow lowa Values Fund training contract under **Chapter 260F**, Code of lowa for **SuperFlow Technologies Group**.

APPROVAL OF IACCT BUILDING PLANS

Board Report 08-124. Halterman moved; seconded by Knott recommending that the Board approve the funding of \$342,074 for the IACCT building and \$100,000 to replenish IACCT's reserve fund if needed. Rouse moved; seconded by Tursi to amend the motion to withdraw the approval of the additional funding of \$100,000 to replenish IACCT's reserve fund and approve only the funding of \$324,074 for the building.

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

PRESENTATION OF FINANCIAL REPORT

Doug Williams, Vice President of Business Services, presented the August 2008 financial report as shown in Attachment #6 to these minutes.

COMMITTEE REPORTS

None.

**ADJOURN** 

Knott moved to adjourn; seconded by Halterman.

Motion passed unanimously and at 5:30 p.m., Board Chair Pugel adjourned the meeting. Aye-Crawford, Hall, Halterman, Knott, Langston, Pugel, Rouse, Tursi. Nay-none.

L, Board Orian

CAROLYN FARLOW, Board Secretary



### **BOARD REPORT**

To the Board of Directors of Des Moines Area Community College Date:

September 8, 2008

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**AGENDA ITEM** 

Human Resources Report

#### BACKGROUND

#### I. New Employee

#### A. New Position

#### 1. Piper, Priscila

Instructor, Spanish/Interpretation & Translation Urban Campus 9 Month Position Annual Salary: \$40,961 Effective: August 21, 2008 Continuing Contract

#### **B.** Replacement Position

#### 1. Ballard, Monte

Instructor, Graphic Design Ankeny Campus 12 Month Position Annual Salary: \$56,441 Effective: August 21, 2008 Continuing Contract

#### 2. Lawson, Robert

Instructor, Electronics
Urban Campus
9 Month Position (Temporary One-Year)
Annual Salary: \$44,476
Effective: August 21, 2008
Continuing Contract

#### II. Contract Change

#### 1. Roosa, Julie K.

Instructor, Journalism
Ankeny Campus
Change from .50 FTE to 1.000 FTE 9 Month Position
Effective: August 21, 2008
Continuing Contract

#### RECOMMENDATION

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

FWR

Des Moines Area am College

List of checks over \$2,500.00

from 30-JUL-2008 to 20-AUG-2008

Date: 08/21/2008

12:18 PM Time:

CHECK TRANSACTION ACCOUNT VENDOR NAME NUMBER CHECK AMOUNT AMOUNT NUMBER INDEX TITLE ACCOUNT TITLE 6120 Office of Dir, Marke Printing/Reproductio Acme Printing Co Inc 481973 \$5,204.00 \$1,552.50 \$1,049.50 6120 Office of Dir, Marke Printing/Reproductio 6120 Office of Exec Dean, Printing/Reproductio \$1,049.50 \$1,552.50 6120 Office of Exec Dean, Printing/Reproductio All-Iowa Score Tables LLC 481978 \$2,575.00 \$2,575.00 6110 Office of Dir, Marke Information Services Alliant Energy 481980 \$17,749.44 \$17,749.44 Physical Plant Newto Utilities Apple Computer Inc 481986 \$91,735.84 \$6,115.58 6323 Technical Update Equ Minor Equipment Technical Update Equ Minor Equipment \$81,367.42 \$537.24 Technical Update Equ Minor Equipment \$3,715.60 Technical Update Equ Minor Equipment Bavarian Inn 481999 \$3,945.45 \$2,219.32 Continuing Ed, 2 Day Other Services \$1,726.13 Continuing Ed, 2 Day Food Bio Rad Laboratories 482004 \$18,992.55 \$19,027.83 7100 Mathematics & Scienc Furniture, Machinery 6322 Physics/Chemistry/Bi Materials & Supplies -\$35.28 Brodhead Garrett 482013 \$7,126.74 Equip Replacement In Minor Equipment \$7,126.74 Burke Corporation 482014 \$17,425.41 \$17,425.41 6269 Burke Marketing Corp Other Services Business Publications Cor 482016 \$3,333.00 \$3,333.00 Office of Dir, Marke Information Services 6110 CDW Government Inc 482022 \$7,354.64 \$3,326.65 6323 Technical Update Equ Minor Equipment \$121.37 6322 Info Tech/Network Ad Materials & Supplies \$91.00 6324 Library Automation Computer Software \$3,793.13 Technical Update Equ Minor Equipment 6323 \$22.49 6322 WLAN Support Materials & Supplies Citadel Broadcasting 482031 \$2,920.00 \$440.00 6110 Office of Dir, Marke Information Services 6110 Office of Dir, Marke Information Services \$800.00 \$240.00 6110 Office of Dir, Marke Information Services



Report: FWA 40 08/21/2008

12:18 PM

Date:

Time:

Des Moines Area Com College

List of checks over \$2,500.00

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Citadel Broadcasting	482031	\$2,920.00	\$1,440.00	6110	Office of Dir, Marke	Information Services
Clear Channel Broadcastin	482036	\$3,058.00	\$2,250.00 \$150.00 \$560.00 \$70.00 \$28.00	6110 6110 6110	Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke	Information Services Information Services Information Services
Clear Channel Outdoor Inc	482037	\$9,660.00	\$9,660.00	6110	Office of Dir, Marke	Information Services
Daily Freeman Journal	482044	\$2,881.33	\$2,881.33	6120	Office of Dir, Marke	Printing/Reproductio
DART	482045	\$2,730.00	\$2,730.00	6511	Ticket Sales	Purchases for Resale
Education to Go	482062	\$6,379.00	\$6,379.00	6269	Continuing Ed, On Li	Other Services
Frank Baxter General Cont	482074	\$1,336,945.14	\$999, <b>999</b> .00 \$336, <b>9</b> 46.14	7600 7600	Health Sciences Buil Health Sciences Buil	~
General Growth Properties	482082	\$7,600.00	\$3,600.00 \$4,000.00		Office of Dir, Marke Office of Dir, Marke	Information Services Information Services
Graphic Edge	482092	\$3,704.93	\$145.41 \$696.00 \$1,065.00 \$352.36 \$748.00 \$698.16	6322 6322 6322 6322	Volleyball Volleyball Booster C Womens' Basketball B Volleyball Volleyball Booster C	Materials & Supplies Materials & Supplies
Greater Des Moines Baseba	482094	\$3,500.00	\$3,500.00	6110	Office of Dir, Marke	Information Services
Hewlett Packard	482103	\$196,000.00	\$13,350.00 \$38,270.00 \$53,105.00 \$2,160.00	6325 6325 6325 6325	Technical Update Equ Technical Update Equ Technical Update Equ Equipment Replacemen	Computer Equipment Computer Equipment

Date:

Time:

08/21/2008

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Des Moines Area Com College

List of checks over \$2,500.00

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	482103	\$196,000.00	\$22,365.00 \$66,750.00	6325 6325	Technical Update Equ Technical Update Equ	
Higher One	482104	\$7,010.80	\$7,010.80	<b>62</b> 69	Student ID Card Syst	Other Services
Iowa Workforce Developmen	482116	\$13,642.41	\$13,642.41	5970	Unemployment	Unemployment Comp
Jacobson Companies	482117	\$ <b>6</b> ,942.56	\$6,942.56	6269	Jacobson Comp-Job Sp	Other Services
Johnson Controls Inc	482123	\$24,312.00	\$24,312.00	6 <b>0</b> 60	Mechanical Maintenan	Maintenance/Repair o
KCCI TV	482125	\$3,050.50	\$985.00 <b>\$2,</b> 065.50	6110 6110	Office of Dir, Marke Office of Dir, Marke	Information Services Information Services
KD\$M TV	482127	\$7,200.00	\$ <b>6,</b> 500.00 \$700.00	6110 6110	Office of Dir, Marke Office of Dir, Marke	
Midwest Computer Products	482161	\$9,592.00	\$4,000.00 \$5,592.00	<b>6323</b> <b>6323</b>	Office Occupations Occupational Safety	Minor Equipment Minor Equipment
National Balloon Classic	482174	\$3,000.00	\$1,500.00 \$1,500.00	6322 6322	Office of Dir, Marke Dean, Business & Inf	Materials & Supplies Materials & Supplies
Ohland Concrete Construct	482183	\$16,179.50	\$2,817.50 \$13,362.00	6100 6100	Physical Plant Newto Buildings Equipment	Maintenance of Groun Maintenance of Groun
Omega Pharmacy First Medi	482184	\$5,108.31	\$1,411.59 \$2,926.60 \$190.67 \$44.10 \$291.15 \$244.20	6322 6322 6322 6322	Practical Nursing Lowa Methodist ACE P Practical Nursing Practical Nursing Practical Nursing Practical Nursing	Minor Equipment Materials & Supplies
OSE Office Interiors	482186	\$10,852.38	\$9,744.40 \$451.26		Office of Controller Office of Dean, Scie	

Date: Time: 08/21/2008

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Des Moines Area Com College

List of checks over \$2,500.00

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
OSE Office Interiors	482186	\$10,852.38	\$480.21	63 <b>7</b> 8	<u> </u>	Materials/Supplies f
			\$176.51	6378	Equip Replacement St	Materials/Supplies f
Promotions LTD	482199	\$5,471.00	\$ <b>2</b> ,773.50	6322	Office of Dir, Marke	Materials & Supplies
			\$1,194.00	6322	Office of Dir, Marke	Materials & Supplies
			\$337.50	6322	Office of Dir, Marke	Materials & Supplies
			\$828.50	6322	Office of Dir, Marke	Materials & Supplies
			\$337.50	6322	Office of Dir, Marke	Materials & Supplies
Purcell Printing and Grap	482201	\$5,469.17	\$410.00	6322	Office of the Presid	Materials & Supplies
			\$74.97	6322	Office Occupations	Materials & Supplies
			\$475.85	6322	Office of Dir, Finan	
			\$512.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$936.53	6120	Office of Dir, Marke	Printing/Reproductio
			\$305.01	6120	Office of Dir, Marke	Printing/Reproductio
			\$351.58	6120	Office of Dir, Marke	Printing/Reproductio
			\$237.93	6322	Admission Processing	Materials & Supplies
			\$237.92	6322	Student Records/Serv	Materials & Supplies
			\$74.96	6322	Office of Dean, Indu	Materials & Supplies
			\$74.96	6322	Office of Dir, Finan	Materials & Supplies
			\$74.96	6322	Office of the Presid	Materials & Supplies
			\$74.96	6322	Mechanical Maintenan	Materials & Supplies
			\$74.97	6322	Office of Dir, Stude	Materials & Supplies
			<b>\$</b> 74.9 <b>7</b>	6322	Office of Dir, Purch	Materials & Supplies
			\$74.97	6322	Office of Controller	Materials & Supplies
			\$7 <b>4.</b> 9 <b>7</b>	6322	Transportation Insti	Materials & Supplies
			\$936.33	6120	Office of Dir, Marke	Printing/Reproductio
			\$391.33	6120	Office of Exec Dean,	Printing/Reproductio
Reporting Enterprises	482219	\$3,535.00	\$3,535.00	6269	Special Needs	Other Services
Solutions Inc	482242	\$44,042.93	\$237.50	6110	Office of Dir, Marke	Information Services
			\$16,391.90	6110	Dean, Business & Inf	Information Services
			\$27,413.53	6322	Office of Dir, Marke	Materials & Supplies
State of Iowa Department	482250	\$8,410.00	\$8,410.00	6269	Continuing Ed, 2 Day	Other Services

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Des Moines Area College

List of checks over \$2,500.00

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
		<b>-</b>				
University Directories	482264	\$2,900.00	\$2,900.00	6110	Office of Dir, Marke	Information Services
US Cellular	482266	\$3,502.70	\$689.41	6150	WLAN Support	Communications
			\$85.01	6150	Land Survey ACE Prog	Communications
			\$69.01	<b>6</b> 150	Office of Exec Dir,	Communications
			\$392.90	<b>61</b> 50	Youth at Risk - Anke	Communications
			\$60.31	6150	WIA-Dislocated Worke	Communications
			\$112.65	6150	Office of Sr VP, Aca	Communications
			\$173.18	<b>6</b> 150	Office of VP, Commnt	Communications
			\$20.81	6150	Office of Sr VP, Bus	Communications
			\$118.66	6150	Safety Committee	Communications
			\$76.37	6150	MEPB-Des Moines Subc	Communications
			\$36.75	6150	Associate Dean, Urba	Communications
			\$17.64	6150	Associates Degree Nu	Communications
			\$76.37	6150	Career Pathways Prog	Communications
			<b>\$130.4</b> 5	6150	Office of Coord, Cir	Communications
			\$61.16	6150	Office of Exec Dean,	Communications
			\$69.33	6150	Office of Exec Dean,	Communications
			\$29.70	6150	Office of Dean, Scie	Communications
			\$25.35	6150	Office of Exec Dean,	Communications
		•	\$115.24	6150	Office of Exec Dean,	Communications
			\$9.15	6150	Distance Learning	Communications
			\$210.68	6150	Economic Development	Communications
			\$54.04	6150	Office of Exec Dir,	Communications
			\$104.10	6150	Grounds	Communications
			\$92.65	6150	Office of Exec Dir,	Communications
			\$30.91	6150	Info Tech/Network Ad	Communications
			\$307.13	6150	Mechanical Maintenan	Communications
			\$59.59	6150	Office of Dir, Marke	Communications
			\$40.41	6150	Motorcycle and Moped	Communications
			\$275.36	6150	Program Development	Communications
US Postmaster	482268	\$3,000.00	\$3,000.00	6230	Mail Service	Postage and Expediti
Vaisala Inc	482269	\$2,770.00	\$2,770.00	637 <b>7</b>	Iowa Energy Ctr Ener	Materials/Supplies f

Des Moines Area Com College

List of checks over \$2,500.00

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Date:

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08/21/2008

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION .	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wellmark Health Plan of I	482276	\$1,349,906.73	\$674,953.37 \$674,953.36	2250 2250	Fund 1 General Ledge Fund 1 General Ledge	<del>-</del>
WHO TV13	482279	\$4,995.00	\$3,005.00 \$1,990.00	6110 6110	Office of Dir, Marke Office of Dir, Marke	
Wynn O Jones and Associat	482285	<b>\$2,</b> 839.00	\$2,839.00	6323	Mortuary Science ACE	Minor Equipment
Iowa Workforce Developmen	482323	\$13,495.35	\$246.97 \$1,483.14 \$570.86 \$619.44 \$3,682.89 \$192.99 \$6,699.06		Learning Center #3-A Learning Center #3 WIA-Administration WIA-Adult WIA-Dislocated Worke Promise Jobs-Adminis Promise Jobs-Trainin	Rental of Buildings Rental of Buildings Rental of Buildings
American Funds	482361	\$3,705.00	\$3,705.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Ameriprise Financial Serv	482363	\$2,794.56	\$2,794.56	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Vanguard Group	482414	\$7,545.93	\$7,545.93	2260	Fund 1 General Ledge	Tax Sheltered Annuit
ABC Herrington Sign and D	482418	\$6,625.01	\$6,625.01	6323	Student Activities	Minor Equipment
Accessibility Dot Net	482421	\$2,745.00	\$2,745.00	6323	Equip Replacement St	Minor Equipment
Adventureland	482422	\$3,744.00	\$3,744.00	6511	Ticket Sales	Purchases for Resale
Alliant Energy	482427	\$14,104.97	\$14,104.97	6190	Utilities	Utilities
Ankeny Golf and Country C	482432	\$2,566.37	\$2,566.37	6321	On-site Wastewater T	Food
Apple Computer Inc	482434	\$2,634.90	\$478.00 \$2,156.90	6323 6323	Impove Iowa's Viticu Impove Iowa's Viticu	
Badding Winker Partnershi	482442	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings

Date:

Time:

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08/21/2008 List of checks over \$2,500.00

Des Moines Area

vendor name	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Bavarian Inn	482446	\$4,254.66	\$2,393.25	6269	Continuing Ed, 2 Day	Other Services
		<b>Ţ1</b> ,251.55	\$1,861.41		Continuing Ed, 2 Day	
Blackbaud	482448	\$5,727.01	\$5,727.01	6060	Office of Exec Dir,	Maintenance/Repair o
Constellation NewEnergy G	482465	\$19,033.15	\$19,033.15	6190	Utilities	Utilities
EmbarkIT Inc	482481	\$4,396.00	\$4,246.00	6323	Physical Plant Charg	Minor Equipment
			\$150.00		Information Systems	
-1111.			*** *** ***		-50' 5-1	
Fitzgerald, Shawn	482491	\$12,460.00	\$12,460.00	6019	Office of Dir, Marke	Other Professional S
Frost, Douglas	482494	\$5,774.95	\$5,774.95	6269	Enology/Wing Program	Other Services
Grandview College	482500	\$7,250.00	\$7,250.00	6210	Upward Bound Year 16	Rental of Buildings
Grandview College	482501	\$7,662.75	\$7,662.75	6321	Upward Bound Year 16	Food
Heartland Area Education	482508	\$22,977.04	\$22,977.04	2019	IPT Regional Telecom	Accounts Payable Acc
Hewlett Packard	482510	\$42,128.00	\$840.00	6323	Economic Development	Minor Equipment
<del></del>		,,	\$724.00		Criminal Justice	Computer Equipment
			\$903.00	6325	Quality Assurance Tr	
			\$715.00	6325	Technical Update Equ	Computer Equipment
			\$17,480.00	6325	Technical Update Equ	Computer Equipment
			\$17,480.00	6325	Technical Update Equ	Computer Equipment
			\$3,986.00	6323	Technical Update Equ	Minor Equipment
Indian Hills Community Co	482516	\$6,962.31	\$6,962.31	6019	Softskills Training	Other Professional S
Innovative Interfaces Inc	482520	\$41,247.00	\$41,247.00	6269	Library Automation	Other Services
Iowa Communications Netwo	482521	\$12,625.09	<b>\$</b> 1,572.56	6150	Campus Communication	Communications
			\$83.48	6150	Campus Communication	
			\$138.52	6150	Campus Communication	Communications

08/21/2008

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Des Moines Area Com College

List of checks over \$2,500.00

from 30-JUL-2008 to 20-AUG-2008

J.

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	482521	\$12,625.09	<b>\$81</b> .92	6150	Campus Communication	Communications
			\$19.00	6150	Campus Communication	Communications
			\$7,431.75	6150	Campus Communication	Communications
			\$17.30	6150	Campus Communication	Communications
			\$0.06	6150	Campus Communication	Communications
			\$3,280.50	6150	Campus Communication	Communications
ITA Group	482526	\$7,200.00	\$7,200.00	6269	ITA Group #2-Job Spe	Other Services
John Deere Credit	482527	\$24,787.04	\$1,432.71	6269	Deere Credit #9-Trai	Other Services
			\$23,354.33	6269	Deere Credit #9-Job	Other Services
Karl Chevrolet	482532	\$17,646.00	\$17,646.00	7400	Equip Replacement Ph	Vehicles
Kuder Inc	482537	\$7,500.00	\$7,500.00	6265	Program Development	Software Service Agr
Midwest Computer Products	482553	\$15,817.50	\$15,817.50	6323	Health Sciences Bldg	Minor Equipment
National Curriculum & Tra	482561	\$20,436.68	\$20,194.70	6520	-	Purchases for Resale
			\$241.98	6520	Driver Improvement B	Purchases for Resale
NetSupport Incorporated	482563	\$3,050.49	\$3,050.49	6324	Technical Update Equ	Computer Software
OSE Office Interiors	482572	\$3,068.50	\$3,068.50	6378	Equipment Replacemen	Materials/Supplies f
Phasient	482580	\$13,085.57	\$9,559.82	6269	Phasient Learning Te	
			\$26.13	6269	_	
			\$3,499.62	6269	Phasient Learning Te	Other Services
Public Financial Manageme	482589	\$42,269.29	\$23,461.81		Full Budget Offset	Accounts Payable Acc
			\$18,807.48	2019	Full Budget Offset	Accounts Payable Acc
RCS Millwork LC	482592	\$5,858.00	\$5,858.00	6090	Office of the Dir, P	Maintenance/Repair o
Reserve Account	482596	\$50,000.00	\$50,000.00	6230	Mail Service	Postage and Expediti

Des Moines Area Comm College

List of checks over \$2,500.00

Date: 08/21/2008 Time: 12:18 PM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Robert Half Technology	482598	\$6,840.00	\$3,040.00 \$3,800.00		Office of VP, Info S Office of VP, Info S	
Russell Construction Comp	482600	\$5,573.24	\$5,573.24	6090	Office of the Dir, P	Maintenance/Repair o
Tennant Financial Service	482632	\$3,430.73	\$3,430.73	6220	Grounds	Rental of Equipment
WorkSpace Inc	482658	\$35,527.22	\$35,527.22	6323	Equip Replacement We	Minor Equipment
Worlds of Fun Oceans of F	482659	\$3,910.50	\$3,910.50	6511	Ticket Sales	Purchases for Resale
Iowa Communications Netwo	482679	\$6,395.07	\$16.02 \$8.27 \$1.21 \$1.27 \$9.50 \$15.74 \$7.40 \$2,489.84 \$40.48	6150 6150 6150	Pella-General Fund Newton-General Fund Newton-PJ Basic Newton-TAA Perry-General Fund Boone-General Fund Ames-PJ Basic IES-Des Moines DSM-PJ Admin	Communications
			\$634.62 \$128.76 \$78.64 \$156.90 \$78.64 \$33.93 \$1,348.83 \$784.47 \$392.43 \$47.89	6150 6150 6150 6150 6150 6150 6150	DSM-PJ Basic DSM-Life Skills DSM-PJ Dislocated DSM-DVOP DSM-LVER DSM-TAA DSM-Wag-Pey DSM-UI DSM-NIC Ames-General Fund	Communications
			\$41.64 \$78.59		DSM-Food Stamp DSM-NAV	Communications Communications
Iowa Comprehensive Human	482680	\$57,340.01	\$57,340.01	2019	WIA-Administration	Accounts Payable Acc
ABC Garage Door	482714	\$2,994.00	\$2,994.00	6090	Office of the Dir, P	Maintenance/Repair o

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List of checks over \$2,500.00

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ahlers and Cooney PC	482717	\$5,921.70	\$1,529.20 \$210.00 \$4,182.50	6013 6013 6013	Office of Sr VP, Bus Office of Sr VP, Bus Office of Sr VP, Bus	Legal Fees Legal Fees Legal Fees
Americas Best Apparel Inc	482721	\$2,825.30	\$2,825.30	6322		-
Ames Municipal Utilities	482724	\$4,170.55	\$4,170.55	6190	Utilities	Utilities
Apple Computer Inc	482726	\$5,027.00	\$2,479.00 \$2,548.00	6 <b>323</b> 6323	Impove Iowa's Viticu Impove Iowa's Viticu	
Aspen Equipment Co	482729	\$2,627.29	\$2,627.29	6060	Mechanical Maintenan	Maintenance/Repair o
AUL Special Pay Trust	482731	\$104,929.00	\$33,306.00 \$71,623.00	5200 5200	-	Regular Instructiona Regular Instructiona
Bavarian Inn	482737	\$4,158.36	\$2,339.08 \$1,819.28	6269 6321	Continuing Ed, 2 Day Continuing Ed, 2 Day	Other Services
Clear Channel Broadcastin	482760	\$11,475.00	\$1,862.00 \$56.00 \$3,375.00 \$375.00 \$1,300.00 \$24.00 \$3,420.00 \$88.00 \$975.00	6110 6110 6110 6110 6110 6110	Office of Dir, Marke Office of Dir, Marke	
Clear Channel Outdoor Inc	482761	\$16,100.00	\$12,880.00 \$3,220.00	6110		Information Services Information Services
Daily Freeman Journal	482769	\$6,616.37	\$6,616.37	6120	Office of Dir, Marke	Printing/Reproductio
Davis Brown Koehn Shors a	482771	\$6,329.70	\$1,704.00	6013	Office of Sr VP, Bus	Legal Fees

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List of checks over \$2,500.00 08/21/2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Davis Brown Koehn Shors a	482771	\$6,329.70	\$5 <b>82</b> .00 \$3,068.00	60 <b>1</b> 3	Other Projects Office of Sr VP, Bus	Legal Fees
Des Moines Radio Group	482775	\$3,720.00	\$975.70 \$3,720.00		Economic Development Office of Dir, Marke	-
Education to Go	482783	\$4,065.00	-\$55.00 \$4,175.00 -\$55.00		Continuing Ed, On Li Continuing Ed, On Li Continuing Ed, On Li	Other Services
Energy Systems Engineerin	482785	\$15,405.99	\$15,405.9 <b>9</b>	6015	Iowa Energy Ctr Ener	Consultant's Fees
Fischer Architects	482794	\$12,060.00	\$6,997.50 \$5,062.50		Ankeny Remodeling Ankeny Remodeling	Architect's Fees Architect's Fees
Fleet Fueling	482795	<b>\$</b> 5,156.71	\$5,156.71	6420	Transportation Insti	Vehicle Materials an
Frank Baxter General Cont	482797	\$992,820.41	\$992,820.41	7600	Health Sciences Buil	Buildings and Fixed
G and S Office Machines L	482799	\$10,327.00	\$10,327.00	6322	WLAN Support	Materials & Supplies
Goalsetter Systems	482804	\$3,836.00	\$3,836.00	6323	Office of Exec Dean,	Minor Equipment
High Properties	482817	\$28,266.06	\$28,266.06	6269	High Property Mmgt -	Other Services
KCCI TV	482839	\$4,386.00	\$1,360.00 \$3,026.00		Office of Dir, Marke Office of Dir, Marke	
KCWI Television	482840	\$9,970.00	\$ <b>9,</b> 970.00	6110	Office of Dir, Marke	Information Services
KDSM TV	482841	\$11,470.00	\$11,470.00	6110	Office of Dir, Marke	Information Services
Lasting Beauty Landscapin	482850	\$12,278.00	\$12,278.00	6269	Equip Replacement St	Other Services
Lightedge Solutions	482853	\$13,035.73	\$3,284.00	6269	Lightedge Solutions	Other Services

Des Moines Area Comm College

List of checks over \$2,500.00 08/21/2008

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VENDOR NAME . CHECK	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Lightedge Solutions 482853	<b>\$13</b> ,035.73	\$19.99	6269	Lightedge Solutions	Other Services
-		\$69.96	6269	Lightedge Solutions	Other Services
		\$6,808.32	6269	Lightedge Solutions	Other Services
		\$2,853.46	6269	Lightedge Solutions	Other Services
Litho Graphics Print Comm 482855	\$7,744.65	\$907.00	6120	Dean, Business & Inf	Printing/Reproductio
		\$2,113.00	6120	Office of Dir, Marke	Printing/Reproductio
		\$1,530.00	6 <b>1</b> 20	Office of Controller	<u> </u>
		\$555.00	6120	Office of Dean, Heal	<u> </u>
		\$937.00	6120	Publications & Adver	<del>-</del> -
		\$712.00	6120	Alumni Association	Printing/Reproductio
		\$990.65	6120	Office of Exec Dean,	Printing/Reproductio
Market Link Inc 482859	\$5,897.61	\$5,692.61	6269	Marketlink, Inc #2-J	Other Services
		\$205.00	6269	Marketlink, Inc #2-T	Other Services
Menards 482864	\$2,951.72	-\$2.48	6322	Iowa Energy Ctr Ener	
		\$274.98	6511	2402 SW 36th Street-	
		\$14.65	6322	Iowa Energy Ctr Ener	<del></del>
		\$2,203.45	6511	2402 SW 36th Street-	
		\$456.00	6511	2402 SW 36th Street-	
		\$5.12	6322	Iowa Energy Ctr Ener	Materials & Supplies
Mid Iowa Construction 482866	\$7,245.66	\$1,220.66	6090	Physical Plant Charg	Maintenance/Repair o
		\$6,025.00	6090	Physical Plant Charg	Maintenance/Repair o
MidAmerican Energy Co 482867	\$43,234.70	\$43,234.70	6190	Utilities	Utilities
Norden, Jeanette 482876	\$2,500.00	\$2,500.00	6019	Strengthng Inst-Titl	Other Professional S
North Grand Mall 482877	\$5,700.00	\$5,700.00	6269	Office of Dir, Marke	Other Services
OnMedia 482884	\$13,220.00	\$13,220.00	6110	Office of Dir, Marke	Information Services
Paper Corporation 482887	\$23,399.20	\$23,399.20	6511	Duplicating Services	Purchases for Resale

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Des Moines Area Comm College

List of checks over \$2,500.00

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	TMUOMA	NUMBER	INDEX TITLE	ACCOUNT TITLE
Product Development Partn	482893	\$4,347.00	\$4,347.00	6269	Product Develop Part	Other Services
Purcell Printing and Grap	482894	\$5,305.48	\$211.50	6120	ASEP Auto	Printing/Reproductio
			\$900.96		Office of Dir, Marke	_ ·
			\$523.67		Office of Dir, Marke	<u> </u>
			\$460.09	6120	Staff Development	Printing/Reproductio
			\$59.00		Learning Center #2	Materials & Supplies
			\$122.30	6120	Office of Dean, Scie	- · · · ·
			\$161.44	6120	Office of Dir, Marke	<u> </u>
			\$1,696.96	6110	Office of Dir, Marke	
			\$636.56	6322	•	Materials & Supplies
			\$533.00	6322	Office of Exec Dean,	Materials & Supplies
RCS Millwork LC	402000	ėn 422 no	ĆO 422 00	(222	Emily Domlarowant Ma	Minor Resignant
RCS MILLWOLK DC	482898	\$9,423.00	\$9,423.00	6323	Equip Replacement We	winor Eduibment
Reliance Standard	482900	\$42,266.12	\$12,841.69	2253	Fund 1 General Ledge	Basic Life Insurance
Refrance Beandard	402500	ψ <b>12,200.1</b> 2	\$15,103.67	2254	<del>-</del>	Long Term Disability
			\$14,320.76		Fund 1 General Ledge	
			Q11,520.70	2233	runa i deneral zeage	miss instituted raya
Securitas Security Servic	482912	\$12,513.36	\$8,040.61	6261	Office of the Dir, P	Contracted Security
		,,	\$4,472.75		Physical Plant Opera	-
						•
Snyder and Associates Inc	482914	\$13,370.00	\$13,370.00	6015	Buildings Equipment	Consultant's Fees
-						
Sodexo Services	482915	\$2,836.13	\$2,836.13	6321	Office Occupations	Food
Sports Construction Midwe	482919	\$23,408.00	\$23,408.00	6090	Buildings Equipment	Maintenance/Repair o
Xerox Corp	482954	<b>\$2,87</b> 7.08	\$110.25	6060	Duplicating Services	Maintenance/Repair o
			\$1,043.10	6511	Duplicating Services	Purchases for Resale
			\$1,723.73	6060	Duplicating Services	Maintenance/Repair o
		<b>.</b>	<b></b>			
Iowa Workforce Developmen	483011	\$11,262.27	\$11,220.27	6030	IES-Regular	Custodial Services
			\$42.00	6030	Workforce Services	Custodial Services
No. 2012 - 12 - 12 - 12 - 12 - 12 - 12 - 12	402055	A2 845 44	40 505 60	22.52	n	man challened amounts
American Funds	483015	\$3,705.00	\$3,705.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit

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Des Moines Area Comm College

List of checks over \$2,500.00

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ameriprise Financial Serv	402017	60 704 FC	60 704 EC	2260	Thund 1 Company 1 today	Mary Chalterned Amends
Ameripiise Financiai Serv	483017	\$2,794.56	\$2,734.56	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Vanguard Group	483069	\$6,143.76	\$6,143.76	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Apple Computer Inc	483086	\$5,198.00	\$5,198.00	6323	Web Based Instructio	Minor Equipment
Badding Winker Partnershi	483091	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Business Publications Cor	483104	\$7,315.00	\$5,600.00	6110	Office of Dir, Marke	Information Services
			\$1,715.00		Office of Dir, Marke	
Clear Channel Broadcastin	483121	\$3,750.00	\$3,750.00	6110	Office of Dir, Marke	Information Services
Des Moines Public Schools	483131	\$5,000.00	\$5,000.00	6015	MEPB-Des Moines Subc	Consultant's Fees
Des Moines Register	483134	\$6,174.00	\$6,094.00	6110	Office of Dir, Marke	Information Services
			\$80.00	6110	Office of Dir, Marke	Information Services
	402425	*** ***	****	<b></b>	**** 19.1 = 1	***
Des Moines Water Works	483135	\$8,383.80	\$139.26 \$20.05		Utilities Utilities	Utilities Utilities
			\$39.80		Utilities	Utilities
			\$1,021.87		Utilities	Utilities
			\$6,701.20		Utilities	Utilities
			\$39.80		Utilities	Utilities
			\$15.77		Utilities	Utilities
			\$58.13		Utilities	Utilities
			\$98.88		Utilities	Utilities
			\$89.00		Utilities	Utilities
			\$52.02		Utilities	Utilities
			\$52.02		Utilities	Utilities
			\$39.80	6190	Utilities	Utilities
			\$16.20	6190	Utilities	Utilities
DPT Mechanical	483143	\$5,181.10	\$5,181.10	6377	Physical Plant Opera	Materials/Supplies f
Educational Resources	483147	\$2,500.00	\$2,500.00	6324	Technology Fees	Computer Software

Mardock Drafting Services

Mardock Drafting Services

Marsden Bldg Maint LLC

Des Moines Area Com College

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CHECK TRANSACTION ACCOUNT VENDOR NAME NUMBER CHECK AMOUNT AMOUNT NUMBER INDEX TITLE ACCOUNT TITLE Mathematics & Scienc Materials & Supplies Fisher Scientific dba The 483161 \$7,157.73 \$1,561.84 6322 Mathematics & Scienc Furniture, Machinery \$5,440.25 7100 \$155.64 Mathematics & Scienc Materials & Supplies Health Sciences Buil Buildings and Fixed Frank Baxter General Cont 483163 \$31,855.54 \$31,855.54 483173 \$3,985.00 -\$715.00 6325 Technical Update Equ Computer Equipment Hewlett Packard \$897.00 6325 Technical Update Equ Computer Equipment 6323 Technical Update Equ Minor Equipment \$1,244.00 Technical Update Equ Minor Equipment \$2,559.00 Innovative Mechanical Ser \$24,755.57 \$24,755.57 Technical Update Equ Buildings and Fixed 483179 Towa Division of Criminal Office of Exec Dir. Other Services 483182 \$5,000.00 \$5,000.00 \$6,422.92 Graduation Materials & Supplies \$6,422.92 6322 Jostens Inc. 483192 Ankeny Remodeling Architect's Fees KJWW Engineering Consulta 483205 \$11,618.60 \$11,618.60 483210 \$2,801.98 \$1,281.90 Quality Assurance Tr Consultant's Fees Lean Training and Consult 6015 Quality Assurance Tr Consultant's Fees \$1,520.08 Office of Dir, Marke Printing/Reproductio Litho Graphics Print Comm 483213 \$7,825.00 \$2,246.00 6120 \$1,000.00 6120 Office of Dean, Scie Printing/Reproductio

\$1,046.00

\$3,533.00

\$2,850.00

\$2,797.50

\$22,462.00

\$1,481.00

\$2,542.00

\$714.00

\$2,850.00

\$2,797.50

\$27,199.00

483216

483217

483218

6120

6120

6015

6015

6030

6030

6030

6030

Dean, Business & Inf Printing/Reproductio

Admission Processing Printing/Reproductio

Physical Plant Opera Custodial Services

Physical Plant Opera Custodial Services

Consultant's Fees

Consultant's Fees

Custodial Services

Custodial Services

Ankeny Remodeling

Ankeny Remodeling

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Mid Iowa Construction	483226	\$3,756.00	\$3,756.00	60 <b>90</b>	Physical Plant Charg	Maintenance/Repair o
MidAmerican Energy Co	483228	\$29,624.78	\$1,102.15 \$899.27 \$6,819.54 \$909.39 \$623.99 \$1,105.85 \$39.57 \$87.56 \$2,060.24 \$7,258.97 \$493.68 \$2,344.63 \$5,326.49 \$10.19 \$57.98	6190 6190	Physical Plant Opera Utilities Utilities Utilities Utilities Utilities Utilities 2310 SW36th Street - 2402 SW 36th Street- Utilities Utilities Utilities Headstart-Urban Camp Utilities Utilities Utilities Utilities Utilities Utilities	Utilities Utilities Utilities Utilities Utilities Utilities Purchases for Resale Purchases for Resale Utilities Utilities
New Media Learning LLC	407242	¢2 405 00	\$485.28		Utilities Staff Development	Utilities Software Service Agr
OSE Office Interiors	483243 483250	\$3,495.00 \$3, <b>299.</b> 92	\$3,495.00 \$3,060.41 \$239.51	6378 6378	Equip Replacement Sc Information Systems	-
PJ Davidson Interiors	483258	<b>\$</b> 3,505.59	\$1,652.16 \$1,853.43	6511 6511	2310 SW36th Street - 2310 SW36th Street -	Purchases for Resale Purchases for Resale
Protex Central Inc	483265	\$3,106.26	\$110.76 \$2,048.13 \$616.00 \$331.37	6060 6060 6060	Mechanical Maintenan Mechanical Maintenan Mechanical Maintenan Mechanical Maintenan	<del>-</del>
Remel Inc	483285	\$2,922.86	\$2,922.86	6322	Mathematics & Scienc	Materials & Supplies
Robert Half Technology	4 <b>8</b> 3290	\$11,400.00	\$3,800.00	6019	Office of VP, Info S	Other Professional S

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List of checks over \$2,500.00 from 30-JUL-2008 to 20-AUG-2008

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Robert Half Technology	<b>48</b> 3290	\$11,400.00	\$3,800.00 \$3,800.00	6019 6019	Office of VP, Info S Office of VP, Info S	
Schooldude.com	483297	\$5,112.75	\$5,112.75	6324	Office of the Dir, P	Computer Software
Securitas Security Servic	483302	\$14,324.09	\$6,094.76 \$8,229.33	6261 6261	Physical Plant Opera Office of the Dir, P	_
Storey Kenworthy	483317	\$14,112.35	\$117.78 \$506.84 \$135.15 \$78.46 \$170.24 \$373.20 \$22.52 \$243.67 \$15.70 \$465.94 \$40.62 \$15.66 \$6.26 \$9.40 \$2.96 \$226.84 \$168.29 \$286.45 \$928.85 \$367.47 \$197.30 \$301.12 \$52.35 \$106.43 \$116.51 \$293.28 \$360.40	6322 6322 6322 6322 6322 6322 6322 6322	Des Moines-General F DSM-UI DSM-Wag-Pey Admissions/Registrat Physics/Chemistry/Bi Student & Alumni Act Student Services Student Services Office of Dir, Finan Tool Machinist Transportation Insti Veterinary Techician Office of VP, Commnt Wellness WLAN Support	Materials & Supplies

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List of checks over \$2,500.00

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\$172.23 6322 Office of Exec Dir, Materials & Supplies

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	483317	\$14,112.35	<b>\$75.5</b> 3	6322	ASEP Auto	Materials & Supplies
beers, removery	105517	411,111.55	\$401.17	6322	Office of Dean, Heal	Materials & Supplies
			\$77.88	6322	Info Tech/Network Ad	Materials & Supplies
			\$162.81	6322	Continuing Ed, Home	Materials & Supplies
			\$272.29	6322	Program Development	Materials & Supplies
			\$274.22	6322	Life Skills-Correcti	Materials & Supplies
			\$1,360.77	6322	Towa Prisoner Reentr	Materials & Supplies
			\$101.25	6322	Strengthng Inst-Titl	Materials & Supplies
			\$104.51	6322	Upward Bound Year 16	Materials & Supplies
			\$4.17	6322	Adult Basic Educatio	Materials & Supplies
			\$31.57	6322	Admission Processing	Materials & Supplies
			\$248.96	6322	Academic Development	Materials & Supplies
			\$51.92	6322	Assessment Center Se	Materials & Supplies
			\$3.54	6322	Boone Athletic Depar	Materials & Supplies
			\$15.00	6322	Business Administrai	Materials & Supplies
			\$29.75	6322	Career Pathways Prog	Materials & Supplies
			\$36.25	6322	Office of Exec Dir,	Materials & Supplies
			\$74.45	6322	Child Care	Materials & Supplies
			\$27.70	6322	Horticulture	Materials & Supplies
			\$700.42	6322	Office of Controller	
			\$104.16	6322	Duplicating Services	
			\$100.03	6322	Credentials	Materials & Supplies
			\$56.32	6322	Curriculum & Schedul	Materials & Supplies
			\$82.01	6322	Dean, Business & Inf	Materials & Supplies
			\$75.12	6322	Office of Exec Dean,	Materials & Supplies
			\$45.36	6322	Office of Dean, Indu	Materials & Supplies
			\$326.80	6322	Office of Exec Dean,	Materials & Supplies
			\$453.52	6322	Office of Dean, Scie	Materials & Supplies
			\$30.49	6322	Office of Exec Dean,	Materials & Supplies
			\$361.81	6322	Office of Exec Dean,	Materials & Supplies
			\$932.28	6322	Economic Development	Materials & Supplies
			\$302.88	6322	Enrollment Managemen	Materials & Supplies
			\$21.81	6322	Equipment Replacemen	Materials & Supplies
			\$500.12	6322	Hotel/Restaurant Man	Materials & Supplies

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List of checks over \$2,500.00

from 30-JUL-2008 to 20-AUG-2008

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
						**
Storey Kenworthy	483317	\$14,112.35	\$11.05	6322	High School Completi	Materials & Supplies
			\$794.78	6322	Information Systems	Materials & Supplies
			\$15.62	6322	Library	Materials & Supplies
			\$62.11	6322	Mechanical Maintenan	Materials & Supplies
Strategic Partnerships LL	483319	\$5,049.10	\$5,049.10	6269	Office of Sr VP, Aca	Other Services
Tiger Direct Inc	483325	\$3,054.70	\$691.17	6323	High Tech Robotics	Minor Equipment
			\$59.98	6323	High Tech Robotics	Minor Equipment
			\$2,303.55	6323	High Tech Robotics	Minor Equipment
United States Postal Serv	483335	\$4,940.36	\$4,940.36	6230	Office of Dir, Marke	Postage and Expediti
Waste Mgmt of Iowa Corp.	483349	\$3,243.56	\$92.40	6190	Utilities	Utilities
			\$93.87	6030	Custodial	Custodial Services
			\$138.44	6030	Custodial	Custodial Services
			\$2,693.99	6030	Custodial	Custodial Services
			\$224.86	6030	Custodial	Custodial Services
Wellmark Health Plan of I	483351	\$747,717.42	\$700,717.15	2250	Fund 1 General Ledge	Health Insurance Pay
			\$47,000.27	2250	Fund 1 General Ledge	Health Insurance Pay

REPORT TOTAL

\$6,471,340.92

Ames, Iowa September 8, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2008, at 4:00 p.m., at The Hunziker Center, 1420 S. Bell Avenue in Ames, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

\* \* \* \* \*

PRESIDENT OF THE BOARD OF

DIRECTORS

Attest:

Secretary of the Board of Directors

#### RESOLUTION

#### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND BENEFIT ADMINISTRATION FOR THE SELF EMPLOYED, L.L.C.

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

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

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

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

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

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

- Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.
- <u>Section 3</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.
- Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2008.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA ) ss COUNTY OF STORY )

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 September 8, 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 8th day of September, 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 <u>September 8, 2008</u> between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and <u>Benefit Administration for the Self Employed</u>, <u>L.L.C.</u>, <u>Adel, Iowa</u>, (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. <u>Representations and Covenants of the Employer</u>. 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 othis 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-p 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 by 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. 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  $\underline{6}$ %. 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 then such notice as may be expressly required herein.
- Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.
- Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

#### ARTICLE VII MISCELLANEOUS

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

Community College:	Des Moines Area Community College
	2006 South Ankeny Boulevard
	Ankeny, IA 50023
Employer:	BASE
	601 Visions Parkway
	Adel, IA 50003

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

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

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

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

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall 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 taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College	_BASE
Community College	Business
Sue Pugel, Brand Arsilent	Authorized Signature  Shawndi Filby
Type Name and Title	Type Name and Title  shawndi@base105.com  Email Address
2006 South Ankeny Blvd.	601 Visions Parkway
Ankeny, IA 50023 Address	Adel, IA 50003 Address
9/8/08 Date	4 Aug 08
Dute	2/

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

Benefit Administration for the Self Employed, L.L.C. Project #1

November 8, 2007

## Training Plan and Budget For BASE, 260F #1 260F Project

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

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

Cost 260F Cost

#### I. Job Skill Training

\$ 10400.00 \$ 7800.00

- Professional Development BASE may send employees to classes offered by DMACC and/or outside vendors. The training may include but is not limited to sales training, customer service, and time management. Consulting may also be included.
- Computer Skills The training may instruct employees on computer software and computer systems. DMACC and/or outside vendors may provide computer skills training that may include but is not limited to the following: Any and or all products contained in Microsoft Office, Flash,
- Workplace Lean BASE may do a workplace lean assessment. Training may include but is not limited to workplace lean, lean pillars, lean 101. Consulting and instruction on implementation may also be included.

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

- 7 Sales Reps
- 7 Customer Service Reps

14 total employees to be trained

## II. Management/Supervisory Skills

\$15,688.00 \$11,450.00

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

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

- 1 Customer Service Manager
- 1 Sales Manager
- 1 Director or Operations
- 1 Office Manager
- 1 IT Manager
- 1 HR Manager

6 total managers to be trained

## III. Materials and Supplies

\$ 3.500.00 \$2.000.00

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

#### IV. Administrative Costs

\$ 3,750.00 \$ 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 11/08/2007 with completion anticipated 11/08/2009 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.	11/08/2007
II. Training end date.	11/08/2009
III. <u>TOTAL UNDUPLICA</u>	TED 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. <u>Do not include employee wages</u>. 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 Training Skills	10,400.00	14	VALUE OF   WAGES & 3,000.00   BENEFITS:
Management Supervisory	15,688.00	6	VALUE OF FACILITIES:
Materials	3,500.00		VALUE OF EQUIPMENT: VALUE OF
			SUPPLIES: OTHER:
			TOTAL IN- KIND MATCH 3,000.00
		_	
· · · · · · · · · · · · · · · · · · ·			
TOTAL TRAINING COST			

	29,588.00
+	3,750.00
equals	33,338.00
-	8338.00
equals	25,000.00
	equals -

Business contribution above minimum program match? ⊠ Yes □ No

Ames, Iowa September 8, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2008, at 4:00 p.m., at The Hunziker Center, 1420 S. Bell Avenue in Ames, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Paragon International, 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 Paragon International, 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>	Moved	Seconded	<u>Aye</u>	Nay
Joseph Pugel Jeff Hall Kevin Halterman Madelyn Tursi Ben Norman Jim Knott James Crawford Wayne E. Rouse Cheryl Langston				

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:

#### RESOLUTION

## A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND PARAGON INTERNATIONAL, 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 Paragon International, 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.
- <u>Section 4</u>. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of September, 2008.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA ) ss COUNTY OF STORY )

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 September 8, 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 8th day of September, 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 September 8, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Paragon International, Inc., Nevada, 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. <u>Representations and Covenants of the Employer</u>. 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-preport 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 by 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  $\underline{6}\%$ . 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  $\underline{6}\%$ . 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 then 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:	Paragon International, Inc.		
	731 W. 18 <sup>th</sup> St.		
	Nevada, IA 50201		

The Employer and the Community College may, by notice given hereunder, designate any further or different iddresses 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, ligation, 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 a 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	Paragon International, Inc.		
Community College	Business		
Manyforized Signature	Authorized Signature		
	DAVID SWEGLE PRESIDENT		
Type Name and Title	Type Name and Title		
	DAUE @ MANUFACTURED FUN. COM Email Address		
2006 South Ankeny Blvd.	731 W 18th STREET		
Ankeny, IA 50023 Address	PO DOX 560 NELADA 117, SOZO! Address		
9/8/08 Date	2/5/08 Date		
- w.v			

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

## IOWA JOBS TRAINING PROGRAM

# RETRAINING PROJECT TRAINING PLAN

for

Paragon International, Inc. Project #2

August 1, 2007

## Training Plan And Budget For Paragon International, Inc.

## 260F Project #2

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

Total Cost 260F Cost

- I. Job Skill Training \$27,650 \$19,250
  The following activities are intended to assist employees of Paragon to improve their knowledge and practice of ISO, Computer Skills, Management Skills, Professional Skill Development, Sales and Customer Service, Quality training, Continuous Improvement, and Safety skills:
  - Classes, seminars, and training for Quality and ISO training. May include Auditor Training, Root Cause Analysis, refresher training, and/or new procedure training.
  - Computer Skills training to be provided by DMACC and/or outside vendors. May include Microsoft products training as well as business-specific software training.
  - Classes, seminars, and training for Professional Skill Development. May include tuition reimbursement for college classes, communication skills, new employee orientation, sexual harassment training, project management, time management, coaching and counseling, and/or negotiation skills.

## Paragon International, Inc. (continued)

- Classes, seminars, and training to be provided in Sales and Customer Service. May include Service Plus, Sales Training, and other topics related to gaining and retaining customers.
- DMACC and/or outside vendors to provide safety related training to help Paragon promote a safe work environment. May include OSHA training, MSDS, Forklift, Lock Out-Tag Out, First Aid, Bloodbourne Pathogens, and/or CPR. May include materials.
- DMACC and/or outside vendors to provide Continuous Improvement training. May include Lean Operations, Workplace Lean, and/or Kaizen.

Total Cost 260F Cost

## II. Supervisory Skills

\$2,000

\$2,000

Classes, seminars, and training to develop the organization's leadership. Providers of training may include DMACC and/or other outside vendors. Training may include, but is not limited to, presentation skills, listening skills, negotiation skills, conflict management skills, communication skills, time management, project management, coaching and counseling, strategic planning and/or leadership development.

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

## IV. DMACC Project Management Fee

\$ 3,750

\$3,750

Totals:

\$33,400

\$25,000

Training will begin on August 1, 2007 with completion anticipated for August 1, 2010. 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.	8/1/2007
II. Training end date.	8/1/2010
III. <u>TOTAL UNDUPLICA:</u>	TED 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
Quality	\$10,000	20	VALUE OF WAGES & \$53,802 BENEFITS:
Safety	\$7,000	20	1
Management and Supervisory	\$2,000	5	VALUE OF EQUIPMENT:
Lean and Continuous Improvement	\$4,000	20	VALUE OF SUPPLIES:
Computer Hardware and Software	\$2,000	10	OTHER:
Professional Skill Development	\$2,650	20	TOTAL IN- KIND MATCH \$53,802
Sales and Customer Service	\$2,000	10	
<del></del>			
TOTAL TRAINING COST	29,650		

Total Training Cost		\$29,650
Admin. Costs	+	\$3,750
Total Project Cost	equals	\$33,400
Company Cash Match		\$8,400
IDED Award Amount	equals	\$25,000
-(Maximum Award \$25,0	000)	

Business contribution above minimum program match? ⊠ Yes ☐ No

Ames, Iowa September 8, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of September, 2008, at 4:00 p.m., at The Hunziker Center, 1420 S. Bell Avenue in Ames, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Hicklin Engineering, L.C. d/b/a SuperFlow Technologies Group. 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 Hicklin Engineering, L.C. d/b/a SuperFlow Technologies Group." 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>	Moved	Seconded	<u>Aye</u>	<u>Nay</u>
Joseph Pugel Jeff Hall Kevin Halterman Madelyn Tursi Ben Norman Jim Knott James Crawford Wayne E. Rouse Cheryl Langston				

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 HICKLIN ENGINEERING, L.C. D/B/A SUPERFLOW TECHNOLOGIES GROUP

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 Hicklin Engineering, L.C. d/b/a SuperFlow Technologies Group (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 8th day of September, 2008.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA )
) ss
COUNTY OF STORY )

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 September 8, 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 8th day of September, 2008.

SECRETARY OF THE BOARD OF

andon Fordow

DIRECTORS

## GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of <u>September 8, 2008</u> between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and <u>SuperFlow Technologies Group</u>, <u>Des Moines, IA</u>, (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. <u>Representations and Covenants of the Employer</u>. 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 by 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".

## 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  $\underline{6}\%$ . 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 then 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:	SuperFlow Technologies Group							
	4060 Dixon Street							
	Des Moines, Iowa 50313							

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	SuperFlow Technologies Group
Community College	Dusmess
	Ally
Authorized Signature	Authorized Signature
Type Name and Title	JOHNE ERDOFSY CFO
Type Name and Title	Type Namo and Title
	JERDOESY @ SUPERFLOW COM
	JERDOES G Superir Euro 100M
2006 South Ankeny Blvd.	4060 Dixon Street
Ankeny, IA 50023-3993	Des Moines, Iowa 50313
Address	Address
1 <i>(</i>	
918108	5-13-08
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

## **GROW IOWA VALUES FUND**

## IOWA JOBS TRAINING PROGRAM

# RETRAINING PROJECT TRAINING PLAN

for

SuperFlow Technologies Group Project #1

January 1, 2008

# Training Plan and Budget For SuperFlow Technology Group 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 SuperFlow Technology Groups staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

		Cost	260F Cost									
I.	Job Skill Training The following activities are intended to assist employed improve their abilities in Quality Improvement, softwar and documentation and Management/Supervisory job s	re/computer training,										
	DMACC and other vendors will provide assistance in I implementation, Management/Supervisory training and in ISO certification.											
	SuperFlow Technology Group will use vendors to assist in Software Training on equipment they have purchased. Training will include but not limited to; PLC, Auto Cad products.											
II.	Management/Supervisory Skills	\$0	<b>\$0</b>									
III.	Materials and Supplies	\$0	<b>\$0</b>									
IV.	Administrative Costs	\$3,750	\$3,750									
	DMACC will help the company monitor the activit assure that the training objectives are met.	DMACC will help the company monitor the activity for the duration of the contract the same that the training objectives are met.										
	Toṭal	\$33,400	\$25,000									

The training began 1-1-08 with completion anticipated 1-1-2010 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.

The company will train at least 10 unduplicated employees and will show, at the completion of the contract, \$8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.

#### 6. TRAINING PLAN

I. Training start date.	1/1/08
II. Training end date.	1/1/2010
III. <u>TOTAL UNDUPL</u> ICA	TED number of employees to be trained. 10

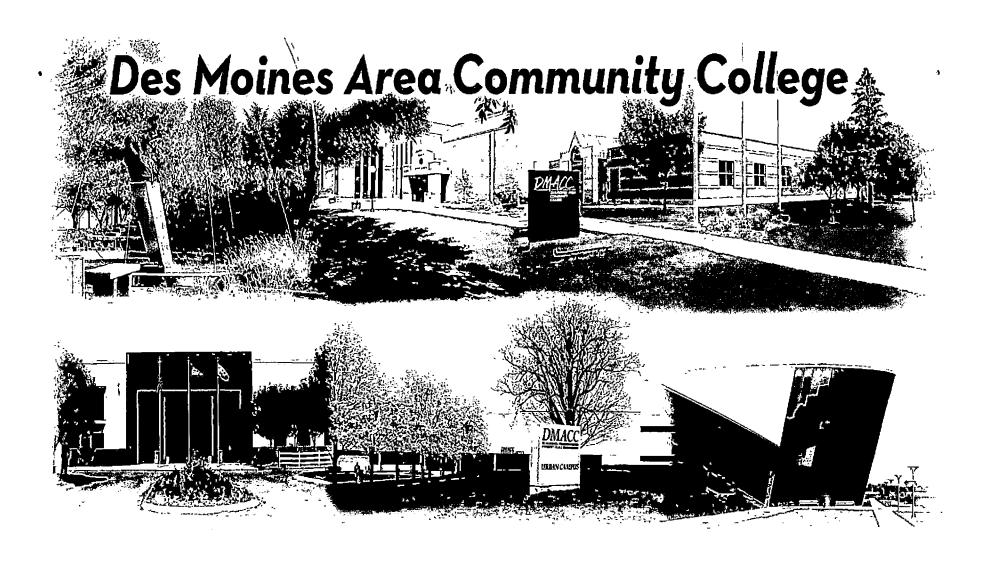
#### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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				
ISO	\$15,000	10	VALUE OF WAGES & BENEFITS:	\$11,000			
Management/Supervisory	\$5,000	5	VALUE OF FACILITIES:				
Software Training	\$5,000	5	VALUE OF EQUIPMENT:				
Lean Training	\$4,650	10	VALUE OF SUPPLIES:				
•	i		OTHER:				
			TOTAL IN- KIND MATCH	\$11,000			
TOTAL TRAINING COST	\$29,650						

Total Training Cost		\$29,650
Admin. Costs	+	\$3,750
Total Project Cost	equals	\$33,400
Company Cash Match	-	\$8,400
IDED Award Amount	equals	\$25,000
(Maximum Award \$25,0	000)	·

Business contribution above minimum program match? ⊠ Yes ☐ No



# FINANCIAL STATEMENTS FOR AUGUST 31, 2008 AND THE TWO MONTHS THEN ENDED

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

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#### **BALANCE SHEET & ATTACHMENTS:**

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

## BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS

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

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

log A. Robbins, Controller

## Des Moines Area Community College Balance Sheet August 31, 2008

ASSETS	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
Current Assets:												
Cash in Banks and Investments	\$10,444,437	\$	69,746,968	\$1,338,506	\$	935,332	\$	(2,954,255)	\$	46,927	\$ (837,489)	\$ 78,720,426
Accounts Receivable	17,356,797	*	78,757,669	123,238	*	4,225	*	2,860,882	Ψ	10,021	8,577,520	107,680,331
Student Loans	.,,000,.01		-	120,200		-,		2,000,002		118,352	-	118,352
Deposits & Prepaid Expenses	155,608		800,000	_		_		_		- 10,002	41,617	997,225
Inventories	48,325		-	2,455,495		_		_		_		2,503,820
Due to/from Other Funds	-		_	_,,,,		-		_		_	_	2,000,020
Total Current Assets	28,005,167		149,304,637	3,917,239		939,557		(93,373)		165,279	7,781,648	190,020,154
Fixed Assets:												
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	-		-	-		-		-		_	73,442,640	73,442,640
TOTAL ASSETS	\$28,005,167	\$	149,304,637	\$3,917,239	\$	939,557	\$	(93,373)	\$	165,279	\$ 81,224,288	\$263,462,794
LIABILITIES AND FUND BALANCES	-										•	
Liabilities:												
Current Liabilities	\$21,119,487	\$	65,030,152	\$ (14,826)	\$	19,619	\$	(598)	\$	-	\$ 6,229,233	\$ 92,383,067
Long Term Liabilities	-		74,555,080	·		-		-		-	7,980,864	82,535,944
Deposits Held in Custody for Others	7,727		<u>-</u>			919,938		<u> </u>		_	<u> </u>	927,665
Total Liabilities	21,127,214		139,585,232	(14,826)		939,557		(598)		-	14,210,097	175,846,676
Fund Balance:												
Unrestricted	6,877,953		-	3,932,065		-		-		-	-	10,810,018
Restricted-Specific Purposes	-		9,719,405	-		-		(92,775)		165,279	1,546,551	11,338,460
Net Investment in Plant			<u>-</u>				_			-	65,467,640	65,467,640
Total Fund Balance	6,877,953		9,719,405	3,932,065		-		(92,775)		165,279	67,014,191	87,616,118
TOTAL LIABILITIES & FUND BAL	\$28,005,167	\$	149,304,637	\$3,917,239	\$	939,557	\$	(93,373)	\$	165,279	\$ 81,224,288	\$263,462,794

## Des Moines Area Community College Statement of Revenue, Expenditures and Changes in Fund Balances For the Two Months Ended August 31, 2008

	U	Inrestricted Fund 1	1	Restricted Fund 2		Auxiliary Fund 3	Agency Scholarship Fund 4 Fund 5		Loan <u>Fund</u> 6		Plant <u>Fund</u> 7			Total		
Revenue:		<del></del>		<del></del>												
Tuition and Fees	\$	6,732,232	\$	598	\$	42,118	\$	35,615	\$	-	\$	-	\$	-	\$	6,810,563
Local Support (Property Taxes)		977,442		737,466		_		-		-		_		977,390		2,692,298
State Support		4,666,324		56,877		-		260,017		-		_		-		4,983,218
Federal Support		232,185		32,310		-		122		4,650,000		-		-		4,914,617
Sales and Services		22,523		384		566,327		248,256		_		_		6,282		843,772
Training Revenue / Fund 1 ACE		476,546		6,561,893		-		_		_		-		· -		7,038,439
Other Income		141,345		266,225		116,678		29,093		-		1,084		1,241		555,666
Total Revenue		13,248,597		7,655,753		725,123		573,103		4,650,000		1,084		984,913		27,838,573
Transfers In - General		471,946		73,768			_	1,300	_		_	<u>-</u>		167,779		714,793
Total Revenue and Transfers in	\$	13,720,543	\$	7,729,521	\$	725,123	\$	574,403	\$	4,650,000	\$	<u>1,</u> 084	\$	1,152,692	<u>\$</u>	28,553,366
Expenditures:	_		_		_		_		_		_		_		_	
Instruction	\$	6,194,459	\$	7,027,360	\$	-	\$	-	\$	-	\$	-	\$	-	\$	13,221,819
Academic Support		1,584,262		16,573		-		-		-		-		-		1,600,835
Student Services		1,079,526		172,374		-		-		-		-		-		1,251,900
Institutuonal Support		3,680,858		1,536,018		-		-		-		-		-		5,216,876
Operation and Maintenance of Plant		914,735		105,853		-		-		-		-		-		1,020,588
Auxiliary Enterprise Expenditures		_		-		392,999		-		-		-		-		392,999
Scholarship Expense		-		-		-		-		4,630,987		-		-		4,630,987
Loan Fund Expense		-		-		-		-		-		-		-		-
Plant Fund Expense		-		-		-		-		-		-		1,660,581		1,660,58 <b>1</b>
Agency Fund Expense			_		_		_	612,896			_					612,896
Total Expenditures		13,453,840		8,858,178		392,999		612,896		4,630,987		-		1,660,581		29,609,481
Transfers Out - General		163,898		545,714		-		5,181				_		-		714,793
Total Expenditures and Transfers Out		13,617,738		9,403,892		392,999		618,077		4,630,987	_			1,660,581		30,324,274
Net Increase (Decrease) for the Period		102,805		(1,674,371)		332,124		(43,674)		19,013		1,084		(507,889)		(1,770,908)
Cond Dalamas at Danimaina at Va		0.775.440		44 202 770		2 500 044		000.040		(444 700)		404.405		07 500 000		00.040.000
Fund Balance at Beginning of Year	_	6,775,148		11,393,776	_	3,599,941	_	906,646	_	(111,788)	_	164,195	_	67,522,080	_	90,249,998
Fund Balance at End of Period	<u>\$</u>	6,877,953	\$	9,719,405	\$	3,932,065	\$	862,972	\$	(92,775)	\$	165,279	\$	67,014,191	\$	88,479,090

#### DES MOINES AREA COMMUNITY COLLEGE INVESTMENT RECAP August 31, 2008

<u>Amount</u>

<u>Rate</u>

Daile Sa Treet		•	Amount	<u> </u>	waturity
Bankers Trust		\$	7,926,497	1.87%	Money Market
Various Checking Accounts		\$	398,160	1.35%	Checking Accounts
Wells Fargo Bank - Ankeny		\$	29,631	1.43%	Money Market
Sub Total		\$	8,35 <u>4,288</u>		
<b>ISJIT INVESTMENTS</b>					
Bank	Purchase Date		Amount	Rate	Maturity
US Treasury - Restricted SLGS	April 27, 2007	\$	439,967	4.63%	June 1, 2009
US Treasury - Restricted SLGS	April 27, 2007	\$	416,945	4.35%	June 1, 2009
US Treasury - Restricted SLGS	April 27, 2007	\$	528,948	3.81%	June 1, 2009
US Treasury - Restricted SLGS	April 27, 2007	\$	425,064	4.57%	June 1, 2010
US Treasury - Restricted SLGS	April 27, 2007	\$	380,000	4.35%	June 1, 2010
Bank of the West - Des Moines	March 30, 2008	\$	2,000,000	2.48%	September 24, 2008
		\$	3,000,000	3.40%	
Bankers Trust - Cedar Rapids	May 13, 2008	\$	1,100,000	3.05%	May 29, 2009
Community State Bank - Ankeny	May 13, 2008	Φ Φ		3.35%	November 28, 2008
Community State Bank - Ankeny	May 13, 2008	\$	1,800,000		May 29, 2009
Community State Bank - Ankeny	May 14, 2008	\$	750,000	3.45%	May 29, 2009
First American Bank - Ankeny	May 14, 2008	\$	2,000,000	2.95%	October 16, 2008
First American Bank - Ankeny	May 14, 2008	\$	2,600,000	2.95%	October 16, 2008
First American Bank - Ankeny	May 14, 2008	\$	2,000,000	2.95%	November 10, 2008
First American Bank - Ankeny	May 14, 2008	\$	1,400,000	2.95%	November 10, 2008
First American Bank - Ankeny	May 14, 2008	\$	2,000,000	2.95%	December 10, 2008
Federal National Mortgage Association	May 20, 2008	\$	326,897	3.76%	July 25, 2015
Bank of the West - Ankeny	May 30, 2008	\$	1,000,000	3.05%	June 1, 2009
Boone Bank and Trust - Boone	May 30, 2008	\$	500,000	2.88%	December 1, 2008
Boone Bank and Trust - Boone	May 30, 2008	\$	2,500,000	3.14%	June 1, 2009
US Bank - Des Moines	May 30, 2008	\$	3,500,000	2.73%	December 1, 2008
US Bank - Des Moines	May 30, 2008	\$	1,123,167	3.05%	June 1, 2009
Waukon State Bank - Waukon	May 30, 2008	\$	1,000,000	3.11%	December 1, 2008
West Bank - West Des Moines	May 30, 2008	\$	9,599,093	3.15%	June 1, 2009
West Bank - West Des Moines	May 30, 2008	\$	190,765	3.15%	June 1, 2009
Bank of the West - Des Moines	June 6, 2008	\$	2,000,000	3.01%	June 8, 2009
US Bank - Des Moines	June 6, 20 <b>08</b>	\$	1,500,000	2.54%	September 4, 2008
Federal Home Loan Mortgage Corporation	June 10, 2008	\$	113,807	4.87%	October 1, 2009
Bank of the West - Des Moines	<b>Ju</b> ne 17, 2008	\$	2,716,000	2.55%	September 15, 2008
Boone Bank and Trust - Boone	June 17, 2008	\$	1,750,000	3.17%	December 15, 2008
Boone Bank and Trust - Boone	June 17, 2008	\$	1,248,000	3.68%	May 28, 2009
Community State Bank - Ankeny	June 17, 2008	\$	. 2,000,000	2.63%	September 15, 2008
Federal National Mortgage Association	June 17, 2008	\$	159,371	3.96%	August 1, 2013
Federal National Mortgage Association	June 17, 2008	\$	226,246	4.00%	October 1, 2013
US Bank - Des Moines	June 17, 2008	\$	1,291,000	2.62%	September 15, 2008
Federal National Mortgage Association	June 18, 2008	\$	468,931	4.48%	July 1, 2010
Federal Home Loan Mortgage Corporation	June 24, 2008	\$	213,412	3.19%	April 1, 2009
Federal National Mortgage Association	June 24, 2008	\$	352,500	3.86%	May 1, 2011
Bank of the West - Des Moines	June 27, 2008	\$	1,000,000	2.96%	January 8, 2009
Community State Bank - Ankeny	June 27, 2008	\$	3,500,000	2.95%	October 2, 2008
Federal Farm Credit Bank	June 27, 2008	\$	500,000	3.03%	March 3, 2009
Federal Home Loan Bank	June 27, 2008	Š	250,000	4.00%	May 21, 2012
Federal Home Loan Bank	June 27, 2008	\$ \$ \$	250,000	4.00%	May 21, 2012
Federal Home Loan Mortgage Corporation	June 27, 2008	¢	500,000	3.05%	January 30, 2009
Federal Home Loan Mortgage Corporation	June 27, 2008	\$	294,028	4.76%	July 1, 2014
US Bank - Des Moines	June 27, 2008	¢.	1,000,000	2.62%	October 2, 2008
US Bank - Des Moines	June 27, 2008	\$ \$	1,000,000	2.91%	January 8, 2009
Federal Home Loan Mortgage Corporation	July 23, 2008	¢.	205,068	4.20%	July 1, 2009
Waukon State Bank - Waukon		φ.		3,11%	October 23, 2008
ISJIT Diversified Fund	July 25, 2008	\$ \$ <u>\$</u>	2,500,000 4,746,929	2.17%	Money Market
Total ISJIT Investments		\$	70,366,138	2.11/0	MONEY MAINEL
TOTAL TOUT INTEGRATIONS			10,000,100		
Grand Total of Investments		\$	78,720,426		

Grand Total Weighted Average Weighted Average without SLGS

<u>Bank</u>

2.70% 2.65% <u>Maturity</u>

## DES MOINES AREA COMMUNITY COLLEGE Detail of Liabilities August 31, 2008

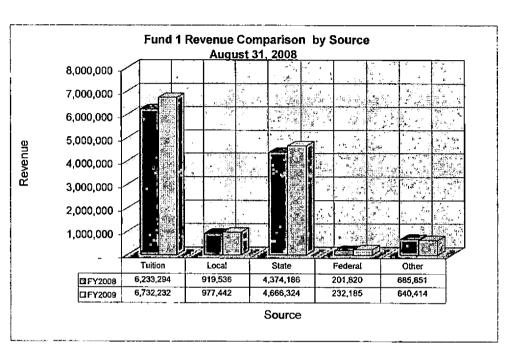
Payables:	Unrestric Genera <u>Fund 1</u>	ıl	Restricted General <u>Fund 2</u>	Auxiliary <u>Fund 3</u>	Agency <u>Fund 4</u>	Scholarship Fund 5	Loan <u>Fund 6</u>	Plant <u>Fund 7</u>	<u>Total</u>
Trade Accounts Payable	\$ 1,22	26,134 \$	58,863	\$ (136,311)	\$ 7,335	\$ (598)	<b>s</b> -	\$ 161,247	\$ 1,316,670
Long Term Payables (Bonds)	, ,,		74,840,000	-	- 1,000	<b>4</b> (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		-	587,000	-	-	-	-	65,443	652,443
Accrued Liabilities:									
Wages and Salary	2,00	08,980	845,621	50,000	12,284	-	-	1,100	2,917,985
Accrued Vacation	1,20	00,000	165,000	67,000	-	-	-	17,000	1,449,000
Early Retirement - Insurance		-	4,062,804	-	-	-	-	-	4,062,804
Employee deductions and benefits	(66	30,481)	-	-	-	-	-	-	(660,481)
Due to Other Funds:		-	-	-	-	-	-	-	-
Due to DMACC Foundation:		-	-	-	-	-	-	-	-
Deferred Revenue:									
Tuition and Fees	11,3	16,027	-	-	-	-	-	-	11,316,027
Property Tax	5,9	2 <b>7,02</b> 0	4,650,074	-	-	-	-	5,927,020	16,504,114
Other		-	-	4,485	-	-	-	57,423	61,90 <b>8</b>
Grants and Contracts		-	-	-	-	-	-	-	-
260E Bond Retirement Revenue		-	20,357,377	-	-	-	-	-	20,357,377
260E Training Funds		-	31,139,808	-	-	-	-	-	31,139,808
260E Administrative Fees		-	3,163,605	-	-	-	-	-	3,163,605
Other Liabilities:									
Funds Held in Trust / Deposits		7,727	-	-	56,966	-	-	-	64,693
Fund Balance		-	-	-	862,972	-	-	-	862,972
Deferred Compensation Account	1	01,807	<u>_</u>			<del>-</del>	<del></del>		101,807
Total	\$ 21,1	27,214	\$ 139,585,232	\$ (14,826)	\$ 939,557	\$(598)	\$	\$ 14,210,097	\$ 175,846,676

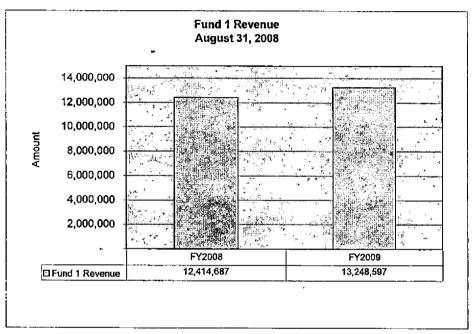
## Des Moines Area Community College Fiscal Year Ending June 30, 2009 Budget Report Summary by Fund (All Funds) For The Two Months Ended August 31, 2008

	Fund		Bo <b>a</b> rd Approved	Working			Amount Received/		Budget		Working Budget
Fund Name	Number	_	Budget	Budget		Expended		Commitments			Balance
Revenue											
<b>Unrestricted Current</b>	1	\$	83,825,964	\$	84,050,285	\$	13,720,543			\$	70,329,742
Restricted Current	2		53,471,780		54,119,585		7,729,521				46,390,064
Auxiliary	3		10,197,003		10,261,003		725,123				9,535,880
Agency	4		934,719		1,581,018		574,403				1,006,615
Scholarship	5		11,610,423		11,610,423		4,650,000				6,960,423
Loan	6		12,900		12,900		1,084				11,816
Plant (Note 1)	7	_	20,016,144	_	19,765,144		1,152,692			_	18,612,452
Total Revenue		\$	180,068,933	\$	181,400,358	\$	28,553,366			<b>\$</b>	152,846,992
Expenditures											
<b>Unrestricted Current</b>	1	\$	84,075,964	\$	84,626,723	\$	13,617,738	\$	39,071,103	\$	31,937,882
Restricted Current	2		53,218,681		53,931,109		9,403,892		2,339,191		42,188,026
Auxiliary	3		10,539,448		10,399,120		392,999		1,312,973		8,693,148
Agency	4		850,919		1,498,413		618,077		269,747		610,589
Scholarship	5		11,610,423		11,610,423		4,630,987		-		6,979,436
Loan	6		12,900		12,900		-		-		12,900
Plant (Note 1)	7		22,465,457	_	22,715,457		1,660,581	_	1,594,159		19,460,717
Total Expenditures		\$	182,773,792	\$	184,794,145	\$	30,324,274	\$	44,587,173	\$	109,882,698

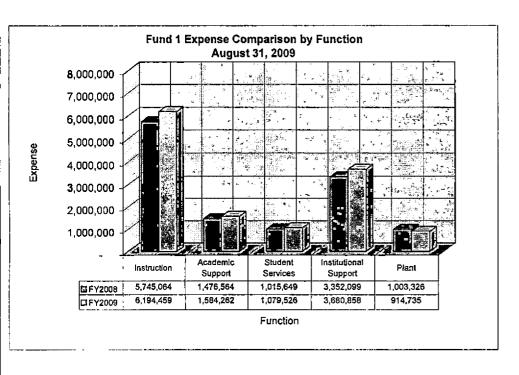
Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

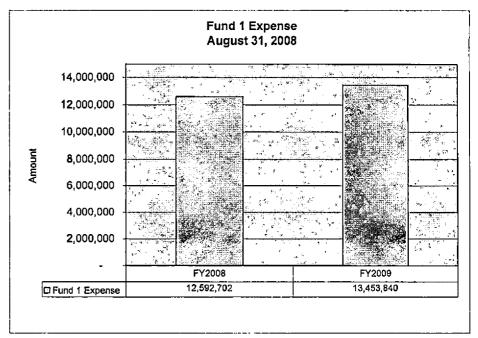
#### Des Moines Area Community College Revenue Comparison With Prior Year For The Two Months Ended August 31, 2008





#### Des Moines Area Community College Expense Comparison With Prior Year For The Two Months Ended August 31, 2008





## (Including Transfers)

For The 2 Months Ended August 31, 2008

