

Des Moines Area Community College

## Open SPACE @ DMACC

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Board of Directors Meeting Minutes

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11-12-2007

### **Board of Directors Meeting Minutes (November 12, 2007)**

DMACC

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Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
November 12, 2007 - 4:00 p.m.

DMACC Success Center, 800 Porter Avenue  
Des Moines, Iowa

*Revised Agenda*

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Board Report 07-103. Receipt of FY 2007 Audited Financial Statements.  
(Denman and Company, LLP will make a presentation.)
5. Public comments.
6. Presentations: Mike Hoffman, Director of Program Development  
  
Delora Hade and Lori Schonhorst, Co-Program Chairs, DMACC  
Early Childhood Education Program  
  
John Liepa, History Professor
7. Consent Items.
  - a. Consideration of minutes from October 8, 2007 Organizational and Regular Board Meeting.
  - b. Consideration of payables.
  - c. Human Resources report.
8. Board Report 07-104. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Electronic Data Systems Corporation**.
9. Board Report 07-105. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Express Logistics, Inc., Project #2**.

10. Board Report 07-106. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Heartland Co-op Project #3.**
11. Board Report 07-107. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **La Quercia, LLC Project #3.**
12. Board Report 07-108. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **MBS Genetics, LLC.**
13. Board Report 07-109. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Phoenix Communications, LLC.**
14. Board Report 07-110. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **American Home Shield Corporation Project #3.**
15. Board Report 07-111. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Peerless Supply, Inc. Project #2.**
16. Board Report 07-112. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Speck USA, Inc.**
17. Board Report 07-113. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Networks, Inc.**
18. Board Report 07-114. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Product Development Partners, LLC.**
19. Board Report 07-115. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Quinn Machine and Foundry Corp. Project #2.**
20. Board Report 07-116. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **SPAL-USA, Inc.**
21. Board Report 07-117. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Creative Werks, LC.**

22. Board Report 07-118. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Lennox Industries, Inc. Project #3.**
23. Board Report 07-119. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Midwest Mfg. Co. Project #5.**
24. Board Report 07-120. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Heska Corporation Project #2.**
25. Board Report 07-121. Revision to Board Policy 2017 - Use of Alcohol.
26. Board Report 07-122. Appointment of New Members to the DMACC Boone Foundation Board of Directors and to the DMACC Carroll Foundation Board of Directors.
27. Presentation of Financial Report.
28. President's Report.
29. Committee Reports.
30. Board Members' Reports.
31. Information Items:
  - November 22-23 – Thanksgiving Holiday – All campuses closed.
  - December 5 – Ankeny Campus Fall Graduation; 6:00 p.m.
  - December 6 – Carroll Campus Fall Graduation; 4:00 p.m.
  - December 10 – Board Retreat; Eldon Leonard Boardroom; 11:45 a.m.
  - December 10 – President/Board Holiday Reception, Ankeny Campus; 2:00 p.m.
  - December 10 – Board Meeting; Eldon Leonard Boardroom; 5:00 p.m.
  - December 11 – Early Retirement Celebration, Ankeny Campus; 2:00 p.m.
  - December 11 – West Campus Fall Graduation; 5:00 p.m.
  - December 12 – Boone Campus Fall Graduation; 4:00 p.m.
  - December 13 – Newton Campus Fall Graduation; 6:30 p.m.
  - December 14 – Urban Campus Fall Graduation; 5:30 p.m.
  - December 24, 2007 – January 1, 2008 – All campuses closed for holiday.
32. Adjourn.

Board of Directors  
Des Moines Area Community College

BOARD MEETING  
November 12, 2007

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Porter Success Center on November 12, 2007. Board Chair Joe Pugel called the meeting to order at 4:00 p.m.

ROLL CALL

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

Members present via teleconference: Ben Norman.

Members absent: Harold Belken, Jim Knott, Cheryl Langston.

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

APPROVE REVISED  
TENTATIVE AGENDA

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

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

RECEIVE AND FILE  
FY2007 AUDITED  
FINANCIAL  
STATEMENTS

Board Report 07-103. Dave Ellis and Dan Lahey from Denman and Company presented the FY2007 audited financial report. Halterman reported that the Audit Committee had no concerns with the report.

Crawford moved; seconded by Tursi recommending that the Board receive and file the FY2007 audit.

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

PUBLIC COMMENTS

None.

PRESENTATIONS

Michael Hoffman, Director of Program Development, welcomed everyone to the DMACC Success Center and provided an overview of the programs offered at the Success Center.

Delora Hade and Lori Schonhorst, Co-Program Chairs of DMACC Early Childhood Education Program, provided an overview of the current early childhood program and outlined goals for the future.

CONSENT ITEMS

Rouse moved; seconded by Halterman to approve the consent items: a) Minutes from the October 8, 2007 Public Hearing and Organizational and Regular Board Meeting; b) Payables (Attachment #1); and c) Human Resources Report (Attachment #2).

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

APPROVE RETRAINING  
OR TRAINING  
AGREEMENTS

Halterman moved; seconded by Tursi to approve items #8 (Electronic Data Systems Corporation); #9 (Express Logistics, Inc. Project #2); #10 (Heartland Co-op Project #3); #11 (La Quercia, LLC Project #3); #12 (MBS Genetics, LLC); #13 (Phoenix Communications LLC); #14 (American Home Shield Corporation Project #3); #15 (Peerless Supply, Inc. Project #2); #16 (Speck USA, Inc.); #17 (NetWorks, Inc.); #18 (Product Development Partners, LLC); #19 (Quinn Machine and Foundry Corp. Project #2); #20 (SPAL-USA, Inc.); #21 (Creative Werks, LC); #22 (Lennox Industries, Inc Project #3); #23 (Midwest Mfg. Co. Project #5); and #24 (Heska Corporation Project #2) as one consent item.

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

*Electronic Data Systems Corporation*

Board Report 07-104. Attachment #3. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Electronic Data Systems Corporation**.

*Express Logistics, Inc. Project #2*

Board Report 07-105. 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 **Express Logistics, Inc. Project #2**.

*Heartland Co-op Project #3*

Board Report 07-106. Attachment #5. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Heartland Co-op Project #3**.

*La Quercia, LLC Project #3*

Board Report 07-107. Attachment #6. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **La Quercia, LLC Project #3**.

*MBS Genetics, LLC*

Board Report 07-108. Attachment #7. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **MBS Genetics, LLC**.

*Phoenix Communications LLC*

Board Report 07-109. Attachment #8. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Phoenix Communications LLC**.

*American Home Shield Corporation Project #3*

Board Report 07-110. Attachment #9. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **American Home Shield Corporation Project #3**.

*Peerless Supply, Inc. Project #2*

Board Report 07-111. Attachment #10. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Peerless Supply, Inc. Project #2**.

*Speck USA, Inc.*

Board Report 07-112. Attachment #11. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Speck USA, Inc.**

*NetWorks, Inc.*

Board Report 07-113. Attachment #12. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **NetWorks, Inc.**

*Product Development Partners, LLC*

Board Report 07-114. Attachment #13. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Product Development Partners, LLC**.

*Quinn Machine and Foundry Corp. Project #2*

Board Report 07-115. Attachment #14. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Quinn Machine and Foundry Corp. Project #2**.

*SPAL-USA, Inc.*

Board Report 07-116. Attachment #15. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **SPAL-USA, Inc.**

*Creative Werks, LC*

Board Report 07-117. Attachment #16. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Creative Werks, LC**.

*Lennox Industries, Inc Project #3*

Board Report 07-118. Attachment #17. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Lennox Industries, Inc Project #3**.

*Midwest Mfg. Co. Project #5*

Board Report 07-119. Attachment #18. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Midwest Mfg. Co. Project #5**.

*Heska Corporation Project #2*

Board Report 07-120. Attachment #19. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Heska Corporation Project #2**.

REVISION TO BOARD  
POLICY 2017 USE OF  
ALCOHOL

Board Report 07-121. Rouse moved; seconded by Crawford recommending that the Board approve the proposed changes to Board Policy 2017 to comply with the laws and regulations governing a "Special Class C Liquor License".

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

APPOINTMENT OF NEW  
MEMBERS TO DMACC  
FOUNDATION

Board Report 06-145. Crawford moved; seconded by Rouse recommending that the Board ratify the appointment of Jeff Putzier, John Wassenaar, Paul Francis, Dr. Eric Jensen, Laurie Kasperbauer and Laura Ladwig.

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

FINANCIAL REPORT

Joe Robbins, Controller, presented the October 2007 Financial Report as seen in Attachment #20 to these minutes.

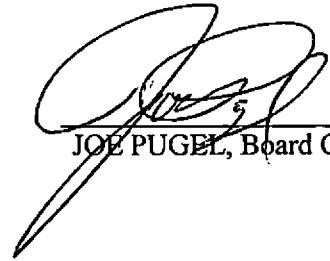
COMMITTEE REPORTS

Halterman reported that the minutes from the Audit Committee have been distributed.

ADJOURN

Crawford moved; seconded by Tursi to adjourn.

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



JOE PUGEL, Board Chair



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CAROLYN FARLOW, Board Secretary



Report: FWR 40  
 Date: 10/19/2007  
 Time: 07:56 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
All Makes Office Interior	409867	\$7,338.07	\$3,144.40	6322	Equipment Replacemen	Materials & Supplies
			\$3,238.40	6322	Equipment Replacemen	Materials & Supplies
			\$955.27	6322	Office of Dean, Indu	Materials & Supplies
Alliant Energy	409868	\$31,558.27	\$19.80	6190	Building Rental for	Utilities
			\$14,108.91	6190	Utilities	Utilities
			\$340.38	6190	Utilities	Utilities
			\$31.38	6190	Physical Plant Newto	Utilities
			\$17,057.80	6190	Physical Plant Newto	Utilities
AVI Systems	409882	\$54,357.72	\$30,914.72	7100	Office of VP, Info S	Furniture, Machinery
			\$23,443.00	6323	Strengthng Inst-Titl	Minor Equipment
Badding Winker Partnershi	409883	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Bio Rad Laboratories	409886	\$3,539.04	\$3,539.04	6323	Mathematics & Scienc	Minor Equipment
Budgetext	409892	\$8,827.60	\$912.68	6520	Bookstore - Ankeny	Purchases for Resale
			\$95.78	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,932.01	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,061.14	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,410.31	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,380.92	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,034.76	6520	Bookstore - Ankeny	Purchases for Resale
Carroll Recreation Center	409900	\$2,803.40	\$2,803.40	6040	Wellness	Memberships
CDW Government Inc	409901	\$3,622.97	\$22.00	6324	Technical Update Equ	Computer Software
			\$407.99	6322	Web Based Instructio	Materials & Supplies
			\$570.99	6322	Info Tech/Network Ad	Materials & Supplies
			\$103.99	6322	Technical Update Equ	Materials & Supplies
			\$1,365.00	6324	Technical Update Equ	Computer Software
			\$355.00	6324	Information Systems	Computer Software
\$798.00	6322	Technical Update Equ	Materials & Supplies			
Cengage Learning	409902	\$10,970.75	\$3,390.00	6520	Bookstore - Ankeny	Purchases for Resale

#1

Report: FWR 10  
 Date: 10/19/2007  
 Time: 07:56 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Cengage Learning	409902	\$10,970.75	\$3,390.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,320.75	6520	Bookstore - Urban Ca	Purchases for Resale
			\$475.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$1,995.00	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$600.00	6520	Bookstore - Urban Ca	Purchases for Resale
Continental Resources Inc	409911	\$6,731.75	\$4,067.52	7100	Info Tech/Network Ad	Furniture, Machinery
			\$2,664.23	7100	High Tech Robotics	Furniture, Machinery
Cyclone Automotive	409916	\$4,935.00	\$4,935.00	6269	Workforce Developmen	Other Services
DART	409919	\$3,978.26	\$2,683.26	6269	Office of Exec Dean,	Other Services
			\$1,295.00	6511	Ticket Sales	Purchases for Resale
DMACC Foundation	409932	\$17,398.00	\$17,398.00	6210	Maytag Leased Space	Rental of Buildings
Doextra	409933	\$12,262.09	\$701.25	6019	Office of VP, Info S	Other Professional S
			\$11,560.84	6269	Doextra Corp-Job Spe	Other Services
Elsevier Review and Testi	409940	\$5,995.22	\$1,843.68	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,198.80	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,948.80	6520	Bookstore - Urban Ca	Purchases for Resale
			\$1,003.94	6520	Bookstore - Urban Ca	Purchases for Resale
H B Leiserowitz Co	409960	\$5,328.00	\$4,119.00	6323	Equip Replacement In	Minor Equipment
			\$1,209.00	6323	Equip Replacement In	Minor Equipment
Hewlett Packard	409967	\$35,856.00	\$1,996.00	6323	Upward Bound Year 15	Minor Equipment
			\$1,996.00	6323	Student Support Serv	Minor Equipment
			\$31,864.00	6323	Technical Update Equ	Minor Equipment
Iowa Communications Netwo	409986	\$12,171.68	\$98.80	6150	Campus Communication	Communications
			\$140.99	6150	Campus Communication	Communications
			\$17.28	6150	Campus Communication	Communications
			\$2,814.39	6269	Distance Learning	Other Services

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Des Moines Area Community College  
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Iowa Communications Netwo	409986	\$12,171.68	\$367.56	6150	Continuing Ed, Criti	Communications
			\$89.56	6150	Campus Communication	Communications
			\$182.76	6150	Campus Communication	Communications
			\$2,854.07	6150	Campus Communication	Communications
			\$0.46	6150	Campus Communication	Communications
			\$5,605.81	6150	Campus Communication	Communications
Iowa Community College At	409988	\$9,068.00	\$9,068.00	6040	Other General Instit	Memberships
Iowa Independent Auto Dea	409991	\$2,520.00	\$2,520.00	6322	Workforce Developmen	Materials & Supplies
Kreg Tool Company	410000	\$32,370.34	\$28,774.39	6269	Kreg Tool-Job Spec T	Other Services
			\$3,595.95	6269	Kreg Tool Comp-Job S	Other Services
Lean Training and Consult	410004	\$2,634.92	\$1,000.00	6015	Quality Assurance Tr	Consultant's Fees
			\$8.73	6480	Quality Assurance Tr	Travel-In State
			\$17.46	6480	Quality Assurance Tr	Travel-In State
			\$800.00	6015	Quality Assurance Tr	Consultant's Fees
			\$800.00	6015	Quality Assurance Tr	Consultant's Fees
			\$8.73	6480	Quality Assurance Tr	Travel-In State
Lightedge Solutions	410006	\$10,357.63	\$6,392.54	6269	Lightedge Solutions	Other Services
			\$3,854.40	6269	Lightedge Solutions	Other Services
			\$110.69	6269	Lightedge Solutions	Other Services
Martin Brothers Distribut	410014	\$8,662.85	-\$16.66	6511	Cafeteria	Purchases for Resale
			-\$16.34	6511	Cafeteria	Purchases for Resale
			-\$3.33	6511	Cafeteria	Purchases for Resale
			-\$14.82	6511	Cafeteria	Purchases for Resale
			-\$14.58	6511	Cafeteria	Purchases for Resale
			\$1,285.80	6511	Cafeteria	Purchases for Resale
			\$655.54	6511	Cafeteria	Purchases for Resale
			\$1,735.61	6511	Cafeteria	Purchases for Resale
			\$1,831.74	6511	Cafeteria	Purchases for Resale
			\$1,669.62	6511	Cafeteria	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Martin Brothers Distribut	410014	\$8,662.85	\$963.63	6517	Cafeteria	Urban Cafe
			\$740.09	6517	Cafeteria	Urban Cafe
			-\$153.45	6511	Cafeteria	Purchases for Resale
McGraw Hill Companies	410018	\$307,589.26	\$185.00	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$2,274.00	6520	Bookstore - West Cam	Purchases for Resale
			\$881.25	6520	Bookstore - Urban Ca	Purchases for Resale
			\$113.00	6520	Bookstore - Newton	Purchases for Resale
			\$20.26	6230	Bookstore - Urban Ca	Postage and Expediti
			\$2,324.58	6520	Bookstore - Ankeny	Purchases for Resale
			\$64,517.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$146,233.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$54,002.75	6520	Bookstore - Ankeny	Purchases for Resale
\$41,580.00	6520	Bookstore - Ankeny	Purchases for Resale			
		\$6.42	6230	Bookstore - Urban Ca	Postage and Expediti	
MidAmerican Energy Co	410023	\$11,585.06	\$566.79	6190	Headstart-Urban Camp	Utilities
			\$2,718.94	6190	Utilities	Utilities
			\$803.88	6190	Utilities	Utilities
			\$66.94	6190	Utilities	Utilities
			\$7,428.51	6190	Utilities	Utilities
Midwest Computer Products	410024	\$14,000.00	\$14,000.00	6323	Technical Update Equ	Minor Equipment
Midwest Library Service	410025	\$4,360.10	-\$38.25	6310	Equip Replacement Li	Library Books
			\$4,398.35	6310	Equip Replacement Li	Library Books
Miles, Randall J.	410027	\$12,500.00	\$12,500.00	6019	Wastewater Training	Other Professional S
NACSCORP	410031	\$10,611.35	-\$397.00	6520	Bookstore - West Cam	Purchases for Resale
			\$157.13	6520	Bookstore - Ankeny	Purchases for Resale
			\$99.90	6520	Bookstore - Newton	Purchases for Resale
			\$1,790.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$652.65	6520	Bookstore - Ankeny	Purchases for Resale
			\$200.88	6514	Bookstore - Ankeny	General Books

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
NACSCORP	410031	\$10,611.35	\$200.88	6514	Bookstore - Ankeny	General Books
			\$444.83	6520	Bookstore - Ankeny	Purchases for Resale
			\$282.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,603.05	6520	Bookstore - Ankeny	Purchases for Resale
			\$3,062.43	6520	Bookstore - Ankeny	Purchases for Resale
			\$599.40	6520	Bookstore - Newton	Purchases for Resale
			\$49.95	6520	Bookstore - Newton	Purchases for Resale
			\$1,864.85	6520	Bookstore - Ankeny	Purchases for Resale
National Recoveries Inc	410035	\$4,702.12	\$2,576.99	6780	Office of Controller	Collection Agency Ex
			\$2,125.13	6780	Office of Controller	Collection Agency Ex
Omega Pharmacy First Medi	410047	\$2,855.06	\$1,581.00	6322	NLN Testing	Materials & Supplies
			\$1,271.28	6322	NLN Testing	Materials & Supplies
			\$2.78	6322	NLN Testing	Materials & Supplies
Pearson Education	410049	\$14,532.55	\$5,318.50	6520	Bookstore - West Cam	Purchases for Resale
			\$130.50	6520	Bookstore - West Cam	Purchases for Resale
			\$4,524.00	6520	Bookstore - West Cam	Purchases for Resale
			\$1,044.00	6520	Bookstore - West Cam	Purchases for Resale
			\$1,900.05	6520	Bookstore - Ankeny	Purchases for Resale
			\$28.35	6520	Bookstore - Ankeny	Purchases for Resale
			\$26.77	6230	Bookstore - West Cam	Postage and Expediti
			\$1,450.00	6520	Bookstore - West Cam	Purchases for Resale
			\$6.71	6230	Bookstore - West Cam	Postage and Expediti
\$103.67	6230	Bookstore - West Cam	Postage and Expediti			
Protex Central Inc	410057	\$3,322.00	\$3,322.00	6090	Buildings Equipment	Maintenance/Repair o
Securitas Security Servic	410071	\$4,187.41	\$4,187.41	6261	Physical Plant Opera	Contracted Security
Service Wholesale Inc	410072	\$9,025.82	-\$68.00	6512	Bookstore - Ankeny	General Merchandise
			\$107.28	6512	Bookstore - Ankeny	General Merchandise
			\$7,482.59	6512	Bookstore - Ankeny	General Merchandise
			\$1,319.75	6512	Bookstore - Ankeny	General Merchandise

Report: FWR 10  
 Date: 10/19/2007  
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Des Moines Area Community College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Service Wholesale Inc	410072	\$9,025.82	\$184.20	6512	Bookstore - Urban Ca	General Merchandise
Smith Promotional Adv Inc	410078	\$4,666.93	\$4,666.93	6460	Program Development	Other Materials and
South Eastern Book Compan	410085	\$9,196.25	\$9,196.25	6520	Bookstore - Ankeny	Purchases for Resale
Spectrum Industries Inc.	410086	\$27,278.29	\$27,278.29	6323	Strengtheng Inst-Titl	Minor Equipment
Storey Kenworthy	410093	\$24,976.59	\$771.78	6322	Practical Nursing	Materials & Supplies
			\$254.76	6322	Iowa Prisoner Reentr	Materials & Supplies
			\$454.57	6322	Student Support Serv	Materials & Supplies
			\$12.49	6322	Accounting	Materials & Supplies
			\$212.30	6322	Auto Service	Materials & Supplies
			\$651.89	6322	Bookstore - Ankeny	Materials & Supplies
			\$7.49	6322	Career Pathways Prog	Materials & Supplies
			\$9.99	6322	Communications	Materials & Supplies
			\$549.48	6322	Office of Dean, Scie	Materials & Supplies
			\$1,288.79	6322	Office of Exec Dean,	Materials & Supplies
			\$67.44	6322	Office of Dean, Indu	Materials & Supplies
			\$344.68	6322	Office of Dean, Heal	Materials & Supplies
			\$269.75	6322	Office of Exec Dean,	Materials & Supplies
			\$896.66	6322	Dean, Business & Inf	Materials & Supplies
			\$62.44	6322	Duplicating Services	Materials & Supplies
			\$1,026.54	6322	Office of Controller	Materials & Supplies
			\$14.99	6322	Computer Science	Materials & Supplies
			\$314.71	6322	Mail Service	Materials & Supplies
			\$19.98	6322	Judicial Office	Materials & Supplies
			\$809.24	6322	Information Systems	Materials & Supplies
			\$104.90	6322	High School Completi	Materials & Supplies
			\$17.48	6322	Office of Exec Dir,	Materials & Supplies
			\$84.92	6322	Graphic Design	Materials & Supplies
			\$372.15	6322	Evening & Weekend	Materials & Supplies
			\$434.59	6322	Equipment Replacemen	Materials & Supplies
			\$137.37	6322	Enrollment Managemen	Materials & Supplies
			\$34.97	6322	Retraining for Under	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	410093	\$24,976.59	\$167.34	6322	Transportation Insti	Materials & Supplies
			\$384.64	6322	Office of Dir, Finan	Materials & Supplies
			\$614.42	6322	Student Services	Materials & Supplies
			\$631.91	6322	Student Services	Materials & Supplies
			\$97.41	6322	Special Needs	Materials & Supplies
			\$99.91	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$109.90	6322	Office of Dir, Purch	Materials & Supplies
			\$402.12	6322	Program Development	Materials & Supplies
			\$117.39	6322	Office of the Dir, P	Materials & Supplies
			\$239.78	6322	Other General Instit	Materials & Supplies
			\$64.94	6322	Director, Nursing	Materials & Supplies
			\$629.41	6322	Learning Center #2	Materials & Supplies
			\$37.46	6322	Learning Center #2-A	Materials & Supplies
			\$5.00	6322	WIA-Youth	Materials & Supplies
			\$312.21	6322	WIA-Dislocated Worke	Materials & Supplies
			\$59.94	6322	WIA-Administration	Materials & Supplies
			\$47.46	6322	Promise Jobs-Two Par	Materials & Supplies
			\$387.14	6322	Promise Jobs-Trainin	Materials & Supplies
			\$72.43	6322	Promise Jobs-Adminis	Materials & Supplies
			\$499.53	6322	Non-Credit Instructi	Materials & Supplies
			\$1,193.88	6322	Non-Credit Civil Eng	Materials & Supplies
			\$571.96	6322	Office of Dir, Marke	Materials & Supplies
			\$69.93	6322	Call Center	Materials & Supplies
			\$74.93	6322	Medical Assistant	Materials & Supplies
			\$819.23	6322	Economic Development	Materials & Supplies
			\$9.99	6322	Distance Learning	Materials & Supplies
			\$77.43	6322	Continuing Ed, 2 Day	Materials & Supplies
			\$277.24	6322	Developmental Educat	Materials & Supplies
			\$52.45	6322	Dental Hygiene	Materials & Supplies
			\$354.67	6322	Dental Assistant	Materials & Supplies
\$512.02	6322	Office of Exec Dean,	Materials & Supplies			
\$57.45	6322	Office of Exec Dean,	Materials & Supplies			
\$84.92	6322	WIA-Adult	Materials & Supplies			
\$29.97	6322	Library	Materials & Supplies			
\$1,049.02	6322	Office of Exec Dean,	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	410093	\$24,976.59	\$152.36	6322	Office of Exec Dir,	Materials & Supplies
			\$177.33	6322	Youth at Risk - Urba	Materials & Supplies
			\$54.95	6322	WLAN Support	Materials & Supplies
			\$32.47	6322	Workforce Developmen	Materials & Supplies
			\$47.46	6322	Wellness	Materials & Supplies
			\$566.97	6322	Office of VP, Commnt	Materials & Supplies
			\$432.10	6322	Veterinary Technician	Materials & Supplies
			\$102.40	6322	Communications	Materials & Supplies
			\$44.96	6322	Business Office	Materials & Supplies
			\$12.49	6322	Auto Service	Materials & Supplies
			\$434.59	6322	Associates Degree Nu	Materials & Supplies
\$2,662.49	6322	\$814.24	6322	Upward Bound Year 15	Materials & Supplies	
				Student Records/Serv	Materials & Supplies	
Texas Book Company	410095	\$3,028.26	\$3,028.26	6520	Bookstore - Ankeny	Purchases for Resale
Iowa Comprehensive Human	410161	\$32,465.27	\$27,014.02	6019	WIA-Youth	Other Professional S
			\$5,451.25	6019	WIA-Administration	Other Professional S
American Funds	410196	\$3,670.00	\$3,670.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Ameriprise Financial Serv	410197	\$3,069.56	\$3,069.56	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DMACC HEA	410207	\$4,738.51	\$4,738.51	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
Vanguard Group	410252	\$9,100.45	\$9,100.45	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Veridian Credit Union	410254	\$3,110.00	\$3,110.00	2299	Fund 1 General Ledge	Other Employee Deduc
Academy Roofing & Sheet M	410259	\$10,760.00	\$5,455.00	6090	Buildings Equipment	Maintenance/Repair o
			\$5,305.00	6090	Buildings Equipment	Maintenance/Repair o
AF Johnson Millwork	410263	\$21,250.00	\$21,250.00	6269	A.F. Johnson Millwor	Other Services
Avatech Solutions Inc	410285	\$29,995.00	\$29,995.00	6324	Technical Update Equ	Computer Software



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Barcharts Inc	410289	\$4,693.15	\$674.71	6514	Bookstore - Boone	General Books
			\$4,018.44	6514	Bookstore - Ankeny	General Books
Bavarian Inn	410291	\$6,333.24	\$1,120.02	6321	Continuing Ed, 2 Day	Food
			\$2,126.55	6269	Continuing Ed, 2 Day	Other Services
			\$1,553.81	6321	Continuing Ed, 2 Day	Food
			\$1,532.86	6269	Continuing Ed, 2 Day	Other Services
Body Parts Store	410295	\$2,795.66	\$1,696.66	6322	Story County Academy	Materials & Supplies
			\$1,099.00	6323	Story County Academy	Minor Equipment
Bright Electric Ltd	410299	\$2,762.40	\$160.00	6511	2402 SW 36th Street-	Purchases for Resale
			\$2,602.40	6511	2402 SW 36th Street-	Purchases for Resale
Business Publications Cor	410301	\$3,333.33	\$3,333.33	6110	Office of Dir, Marke	Information Services
Cengage Learning	410315	\$272,929.79	-\$1,024.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,159.50	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,001.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$231.25	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,572.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$3,085.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,541.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$905.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$50.27	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,953.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,535.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,414.80	6520	Bookstore - Ankeny	Purchases for Resale
			\$32.90	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,944.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$208,779.97	6520	Bookstore - Ankeny	Purchases for Resale
\$2,225.75	6520	Bookstore - Ankeny	Purchases for Resale			
\$9,058.50	6520	Bookstore - Ankeny	Purchases for Resale			
\$1,512.00	6520	Bookstore - Ankeny	Purchases for Resale			
\$1,993.95	6520	Bookstore - Ankeny	Purchases for Resale			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Cengage Learning	410315	\$272,929.79	\$8,848.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$8,392.75	6520	Bookstore - Ankeny	Purchases for Resale
			\$550.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,328.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$3,070.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$35.80	6230	Bookstore - Ankeny	Postage and Expediti
			-\$1,059.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$981.75	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,147.25	6520	Bookstore - Ankeny	Purchases for Resale
			-\$567.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$621.50	6520	Bookstore - Ankeny	Purchases for Resale
			-\$504.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$980.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$199.50	6520	Bookstore - Ankeny	Purchases for Resale
			-\$467.25	6520	Bookstore - Ankeny	Purchases for Resale
			\$8,596.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,059.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,660.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$624.56	6520	Bookstore - Ankeny	Purchases for Resale
			-\$656.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$420.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$540.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$540.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$540.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$378.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$747.50	6520	Bookstore - Ankeny	Purchases for Resale
			-\$322.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$290.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$675.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$650.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,205.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,381.25	6520	Bookstore - Ankeny	Purchases for Resale
			\$281.41	6520	Bookstore - Ankeny	Purchases for Resale
			\$6,445.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,800.00	6520	Bookstore - Ankeny	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Cengage Learning	410315	\$272,929.79	\$125.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,325.50	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,024.00	6520	Bookstore - Ankeny	Purchases for Resale
Coastal Training Technolo	410327	\$2,872.84	\$1,116.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$57.11	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,536.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$79.73	6230	Bookstore - Ankeny	Postage and Expediti
			\$84.00	6520	Bookstore - Ankeny	Purchases for Resale
Communication Technologie	410330	\$14,871.00	\$14,871.00	6269	Health Sciences Bldg	Other Services
Constellation NewEnergy G	410334	\$9,306.72	\$9,306.72	6190	Utilities	Utilities
Davis Brown Koehn Shors a	410339	\$8,390.72	\$1,608.00	6013	Economic Development	Legal Fees
			\$6,782.72	6013	Office of Sr VP, Bus	Legal Fees
Denson, Robert J.	410346	\$3,492.02	\$3,492.02	5900	Office of the Presid	DMACC Paid Insurance
Des Moines Register	410348	\$8,908.54	\$213.48	6110	Office of Dean, Heal	Information Services
			\$2,227.14	6110	Dean, Business & Inf	Information Services
			\$213.48	6110	Office of Exec Dean,	Information Services
			\$6,254.44	6110	Office of Exec Dir,	Information Services
DLR Group	410355	\$56,049.74	\$49,793.12	6012	Health Sciences Buil	Architect's Fees
			\$1,031.43	6012	Ankeny Bookstore Sto	Architect's Fees
			\$5,225.19	6012	Health Sciences Buil	Architect's Fees
Elsevier Review and Testi	410365	\$82,984.95	\$479.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,110.24	6520	Bookstore - Ankeny	Purchases for Resale
			\$69,443.17	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,648.77	6520	Bookstore - Ankeny	Purchases for Resale
			\$7,299.20	6520	Bookstore - Boone	Purchases for Resale
			\$359.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$281.70	6520	Bookstore - Ankeny	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Elsevier Review and Testi	410365	\$82,984.95	\$23.70	6230	Bookstore - Ankeny	Postage and Expediti
			\$400.37	6520	Bookstore - Boone	Purchases for Resale
			\$939.00	6520	Bookstore - Ankeny	Purchases for Resale
Exaclair Inc	410369	\$2,862.13	\$199.21	6512	Bookstore - Ankeny	General Merchandise
			\$121.84	6512	Bookstore - Ankeny	General Merchandise
			\$276.16	6512	Bookstore - Ankeny	General Merchandise
			\$111.15	6512	Bookstore - Ankeny	General Merchandise
			\$153.90	6512	Bookstore - Ankeny	General Merchandise
			\$251.37	6512	Bookstore - Ankeny	General Merchandise
			\$256.50	6512	Bookstore - Ankeny	General Merchandise
			\$246.90	6230	Bookstore - Ankeny	Postage and Expediti
			\$166.72	6512	Bookstore - Ankeny	General Merchandise
			\$924.48	6512	Bookstore - Ankeny	General Merchandise
\$153.90	6512	Bookstore - Ankeny	General Merchandise			
Fisher Floor Coverings	410379	\$3,702.58	\$489.72	6090	Office of the Dir, P	Maintenance/Repair o
			\$3,212.86	6090	Buildings Equipment	Maintenance/Repair o
Four Point Products	410382	\$5,207.70	\$3,282.42	6512	Bookstore - Ankeny	General Merchandise
			\$583.20	6512	Bookstore - Ankeny	General Merchandise
			\$462.48	6512	Bookstore - Ankeny	General Merchandise
			\$159.36	6520	Bookstore - Ankeny	Purchases for Resale
			\$193.20	6512	Bookstore - Ankeny	General Merchandise
\$527.04	6512	Bookstore - Ankeny	General Merchandise			
Glazers Distributors of I	410386	\$7,359.90	\$469.20	6518	Hospitality Careers	Gourmet Dinners
			\$480.60	6518	Hospitality Careers	Gourmet Dinners
			\$4,461.60	6518	Hospitality Careers	Gourmet Dinners
			\$1,948.50	6518	Hospitality Careers	Gourmet Dinners
Harkers Distribution Inc	410391	\$2,586.75	\$1,263.53	6519	Bistro	College Inn
			\$277.15	6519	Bistro	College Inn
			\$107.53	6518	Hospitality Careers	Gourmet Dinners
			\$797.56	6519	Bistro	College Inn

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Harkers Distribution Inc	410391	\$2,586.75	\$140.98	6518	Hospitality Careers	Gourmet Dinners
Hewlett Packard	410398	\$3,900.00	\$3,900.00	6323	Equipment Replacemen	Minor Equipment
High Properties	410401	\$38,342.21	\$38,342.21	6269	High Property Mmgt -	Other Services
Holtorf Photography	410406	\$2,591.00	\$2,591.00	6269	Office of Dir, Marke	Other Services
Houghton Mifflin Company	410407	\$51,471.41	\$1,173.87	6520	Bookstore - Urban Ca	Purchases for Resale
			\$1,636.59	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,394.39	6520	Bookstore - Ankeny	Purchases for Resale
			\$10,220.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$11,000.88	6520	Bookstore - Boone	Purchases for Resale
			\$1,170.90	6520	Bookstore - Boone	Purchases for Resale
			\$10,247.49	6520	Bookstore - Ankeny	Purchases for Resale
			\$7,166.73	6520	Bookstore - Ankeny	Purchases for Resale
			\$96.39	6520	Bookstore - Ankeny	Purchases for Resale
			\$626.43	6520	Bookstore - Ankeny	Purchases for Resale
			\$84.54	6520	Bookstore - Urban Ca	Purchases for Resale
			\$1,130.31	6520	Bookstore - Ankeny	Purchases for Resale
			\$5,227.74	6520	Bookstore - Ankeny	Purchases for Resale
			\$32.13	6520	Bookstore - Ankeny	Purchases for Resale
			\$262.62	6520	Bookstore - Urban Ca	Purchases for Resale
HR Plus	410410	\$2,863.00	\$2,863.00	6269	Office of Exec Dir,	Other Services
Iowa Communications Netwo	410427	\$7,651.10	\$7,566.90	6150	Campus Communication	Communications
			\$84.20	6322	Adult Basic Educatio	Materials & Supplies
J J Keller and Associates	410439	\$2,590.55	\$2,590.55	6377	Transportation Insti	Materials/Supplies f
John Wiley and Sons Inc	410442	\$4,250.29	-\$566.00	6520	Bookstore - Newton	Purchases for Resale
			\$930.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$70.00	6230	Bookstore - Boone	Postage and Expediti
			\$115.50	6520	Bookstore - Urban Ca	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
John Wiley and Sons Inc	410442	\$4,250.29	\$2,700.00	6520	Bookstore - Boone	Purchases for Resale
			\$107.44	6322	Learning Centered Co	Materials & Supplies
			\$676.80	6520	Bookstore - Ankeny	Purchases for Resale
			\$6.55	6230	Bookstore - Urban Ca	Postage and Expediti
			\$210.00	6520	Bookstore - Urban Ca	Purchases for Resale
L T & J Consulting	410454	\$7,138.00	\$7,138.00	6269	Workforce Developmen	Other Services
Litho Graphics Print Comm	410464	\$7,918.52	\$522.00	6120	Enrollment Managemen	Printing/Reproductio
			\$780.40	6120	Office of Exec Dean,	Printing/Reproductio
			\$4,332.12	6120	Enrollment Managemen	Printing/Reproductio
			\$2,284.00	6120	Enrollment Managemen	Printing/Reproductio
Loffredo Fresh Produce Co	410465	\$2,559.15	\$278.93	6518	Hospitality Careers	Gourmet Dinners
			\$1,475.65	6322	Hotel/Restaurant Man	Materials & Supplies
			\$289.65	6518	Hospitality Careers	Gourmet Dinners
			\$109.36	6518	Hospitality Careers	Gourmet Dinners
			\$405.56	6518	Hospitality Careers	Gourmet Dinners
Maher & Maher	410467	\$55,500.00	\$55,500.00	6269	Regional Innovation	Other Services
Marsden Bldg Maint LLC	410472	\$26,254.00	\$697.00	6030	Custodial	Custodial Services
			\$2,162.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$21,914.00	6030	Custodial	Custodial Services
			\$1,481.00	6030	Plant Operations, St	Custodial Services
Martin Brothers Distribut	410473	\$5,108.45	-\$20.90	6511	Cafeteria	Purchases for Resale
			\$1,068.65	6511	Cafeteria	Purchases for Resale
			\$1,592.74	6511	Cafeteria	Purchases for Resale
			-\$48.64	6511	Cafeteria	Purchases for Resale
			\$982.49	6511	Cafeteria	Purchases for Resale
			\$1,555.14	6511	Cafeteria	Purchases for Resale
-\$21.03	6511	Cafeteria	Purchases for Resale			
Matthews Medical Books	410475	\$24,354.47	\$2,557.74	6520	Bookstore - Boone	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Matthews Medical Books	410475	\$24,354.47	\$637.37	6520	Bookstore - Ankeny	Purchases for Resale
			\$21,159.36	6520	Bookstore - Ankeny	Purchases for Resale
MBS Textbook Exchange Inc	410476	\$4,772.35	\$307.75	6520	Bookstore - Boone	Purchases for Resale
			\$3,769.50	6520	Bookstore - Boone	Purchases for Resale
			\$32.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$352.10	6520	Bookstore - Ankeny	Purchases for Resale
			\$310.50	6520	Bookstore - Boone	Purchases for Resale
McGraw Hill Companies	410480	\$90,790.17	\$2,304.00	6520	Bookstore - West Cam	Purchases for Resale
			\$8,653.75	6520	Bookstore - Boone	Purchases for Resale
			\$261.98	6230	Bookstore - Boone	Postage and Expediti
			\$115.52	6230	Bookstore - Boone	Postage and Expediti
			\$10,725.00	6520	Bookstore - Boone	Purchases for Resale
			\$41.08	6230	Bookstore - West Cam	Postage and Expediti
			\$60.75	6520	Bookstore - Ankeny	Purchases for Resale
			\$8,266.25	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,367.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,157.08	6520	Bookstore - Ankeny	Purchases for Resale
			\$6.13	6230	Bookstore - Boone	Postage and Expediti
			\$895.00	6520	Bookstore - Boone	Purchases for Resale
			\$6.13	6230	Bookstore - Boone	Postage and Expediti
			\$241.08	6520	Bookstore - Boone	Purchases for Resale
			\$6.12	6230	Bookstore - Boone	Postage and Expediti
			\$359.46	6520	Bookstore - Boone	Purchases for Resale
			\$22.17	6230	Bookstore - Boone	Postage and Expediti
			\$2,051.10	6520	Bookstore - Boone	Purchases for Resale
			\$138.10	6230	Bookstore - Boone	Postage and Expediti
			\$275.01	6322	ABE Book Sales	Materials & Supplies
\$844.50	6520	Bookstore - Ankeny	Purchases for Resale			
\$200.90	6520	Bookstore - Ankeny	Purchases for Resale			
\$35.25	6520	Bookstore - Ankeny	Purchases for Resale			
\$4,560.00	6520	Bookstore - Ankeny	Purchases for Resale			
\$2,250.00	6520	Bookstore - Ankeny	Purchases for Resale			
\$3,060.00	6520	Bookstore - Ankeny	Purchases for Resale			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
McGraw Hill Companies	410480	\$90,790.17	\$4,200.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$203.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$35,077.75	6520	Bookstore - Boone	Purchases for Resale
			\$1,408.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$3,615.60	6520	Bookstore - Ankeny	Purchases for Resale
			\$281.26	6520	Bookstore - Ankeny	Purchases for Resale
			\$346.90	6520	Bookstore - Ankeny	Purchases for Resale
			-\$107.50	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$1,043.00	6520	Bookstore - West Cam	Purchases for Resale
			-\$808.00	6520	Bookstore - Ankeny	Purchases for Resale
-\$288.00	6520	Bookstore - Ankeny	Purchases for Resale			
MetLife	410489	\$21,250.00	\$21,250.00	6269	MetLife Group, Inc-J	Other Services
Mid West Tech	410490	\$3,600.00	\$3,600.00	6265	Technical Update Equ	Software Service Agr
Midwest Library Service	410493	\$3,668.96	\$94.57	6310	Library	Library Books
			\$3,574.39	6310	Equip Replacement Li	Library Books
Mike Brooks Inc	410498	\$32,062.50	\$32,062.50	6269	Mike Brooks, Inc #2-	Other Services
NAACP	410506	\$5,000.00	\$5,000.00	6269	Other General Instit	Other Services
NACSCORP	410508	\$6,089.70	-\$4.79	6520	Bookstore - Carroll	Purchases for Resale
			-\$112.47	6520	Bookstore - Carroll	Purchases for Resale
			-\$209.64	6520	Bookstore - West Cam	Purchases for Resale
			\$182.11	6520	Bookstore - Boone	Purchases for Resale
			\$80.19	6520	Bookstore - Ankeny	Purchases for Resale
			\$351.79	6520	Bookstore - Ankeny	Purchases for Resale
			\$404.31	6520	Bookstore - Ankeny	Purchases for Resale
			\$348.10	6520	Bookstore - Ankeny	Purchases for Resale
			\$134.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$258.34	6520	Bookstore - Ankeny	Purchases for Resale
			\$439.53	6514	Bookstore - Ankeny	General Books
\$38.96	6514	Bookstore - Ankeny	General Books			



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
NACSCORP	410508	\$6,089.70	\$69.60	6514	Bookstore - Ankeny	General Books
			\$136.80	6520	Bookstore - Ankeny	Purchases for Resale
			\$86.16	6520	Bookstore - Ankeny	Purchases for Resale
			\$161.55	6520	Bookstore - Ankeny	Purchases for Resale
			\$272.61	6520	Bookstore - Ankeny	Purchases for Resale
			\$251.64	6520	Bookstore - Ankeny	Purchases for Resale
			\$808.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$50.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$25.20	6520	Bookstore - Ankeny	Purchases for Resale
			\$117.24	6520	Bookstore - Ankeny	Purchases for Resale
			\$395.64	6520	Bookstore - Ankeny	Purchases for Resale
			\$4.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$641.85	6520	Bookstore - Boone	Purchases for Resale
			\$313.38	6520	Bookstore - Boone	Purchases for Resale
			\$132.17	6520	Bookstore - Ankeny	Purchases for Resale
			\$41.94	6520	Bookstore - Carroll	Purchases for Resale
			\$21.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$25.14	6520	Bookstore - Urban Ca	Purchases for Resale
			\$4.77	6520	Bookstore - Ankeny	Purchases for Resale
			\$203.40	6520	Bookstore - Ankeny	Purchases for Resale
			\$43.20	6520	Bookstore - Ankeny	Purchases for Resale
			\$264.00	6514	Bookstore - Ankeny	General Books
			\$97.13	6520	Bookstore - Ankeny	Purchases for Resale
			\$246.66	6520	Bookstore - Ankeny	Purchases for Resale
			\$100.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$8.22	6514	Bookstore - Ankeny	General Books
			\$60.34	6514	Bookstore - Ankeny	General Books
			-\$194.67	6520	Bookstore - West Cam	Purchases for Resale
			-\$210.00	6520	Bookstore - West Cam	Purchases for Resale
Nebraska Book Company Inc	410514	\$40,877.75	-\$9,867.53	6520	Bookstore - Ankeny	Purchases for Resale
			\$354.50	6520	Bookstore - West Cam	Purchases for Resale
			\$63.50	6520	Bookstore - Newton	Purchases for Resale
			\$215.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$7.46	6230	Bookstore - Ankeny	Postage and Expediti

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Nebraska Book Company Inc	410514	\$40,877.75	\$231.35	6520	Bookstore - Ankeny	Purchases for Resale
			\$8.43	6230	Bookstore - West Cam	Postage and Expediti
			\$51.75	6520	Bookstore - West Cam	Purchases for Resale
			\$119.50	6520	Bookstore - Urban Ca	Purchases for Resale
			\$12.49	6230	Bookstore - Ankeny	Postage and Expediti
			\$367.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$232.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$7.22	6230	Bookstore - Ankeny	Postage and Expediti
			\$264.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$14.34	6230	Bookstore - Ankeny	Postage and Expediti
			\$620.78	6520	Bookstore - Ankeny	Purchases for Resale
			\$8,197.90	6520	Bookstore - Ankeny	Purchases for Resale
			\$6.25	6230	Bookstore - Ankeny	Postage and Expediti
			\$4,225.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$7,076.31	6520	Bookstore - Ankeny	Purchases for Resale
			\$11,868.16	6520	Bookstore - Ankeny	Purchases for Resale
			\$10.39	6230	Bookstore - Carroll	Postage and Expediti
			\$1,004.00	6520	Bookstore - Carroll	Purchases for Resale
			\$71.25	6520	Bookstore - Urban Ca	Purchases for Resale
			\$5.86	6230	Bookstore - West Cam	Postage and Expediti
			\$101.25	6520	Bookstore - West Cam	Purchases for Resale
			\$4.61	6230	Bookstore - West Cam	Postage and Expediti
			\$27.04	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,597.54	6520	Bookstore - Ankeny	Purchases for Resale
			\$19.62	6230	Bookstore - Ankeny	Postage and Expediti
			\$922.39	6520	Bookstore - Ankeny	Purchases for Resale
			\$44.32	6230	Bookstore - Ankeny	Postage and Expediti
		\$4.41	6230	Bookstore - West Cam	Postage and Expediti	
		\$12.50	6520	Bookstore - West Cam	Purchases for Resale	
		\$7,383.91	6520	Bookstore - Ankeny	Purchases for Resale	
		\$5,591.75	6520	Bookstore - Ankeny	Purchases for Resale	
Nextel Partners Inc	410523	\$3,909.66	\$34.38	6150	Upward Bound Year 16	Communications
			\$17.19	6150	Adult Basic Educatio	Communications
			\$62.36	6150	Associates Degree Nu	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Nextel Partners Inc	410523	\$3,909.66	\$34.38	6150	Campus Communication	Communications
			\$17.19	6150	Office of Exec Dir,	Communications
			\$17.19	6150	Career Pathways Prog	Communications
			\$216.89	6150	Associate Dean, Urba	Communications
			\$17.19	6150	Campus Communication	Communications
			\$34.38	6150	Physical Plant Opera	Communications
			\$223.48	6150	Office of the Dir, P	Communications
			\$17.19	6150	Perkins Administrati	Communications
			\$368.38	6150	Mechanical Maintenan	Communications
			\$27.98	6150	Info Tech/Network Ad	Communications
			\$17.19	6150	Office of Exec Dir,	Communications
			\$43.66	6150	Health Services	Communications
			\$29.34	6150	2402 SW 36th Street-	Communications
			\$81.85	6150	Grounds	Communications
			\$27.98	6150	Office of Exec Dir,	Communications
			\$30.08	6150	Dental Assistant	Communications
			\$17.19	6150	IPT Regional Telecom	Communications
			\$103.14	6150	Transportation Insti	Communications
			\$65.97	6150	Special Needs	Communications
			\$34.38	6150	Respiratory Therapy	Communications
			\$17.19	6150	Quality Assurance Tr	Communications
			\$79.55	6150	Program Development	Communications
			\$50.87	6150	Physical Plant Opera	Communications
			\$195.96	6150	Physical Plant Opera	Communications
			\$27.98	6150	Plant Operations, St	Communications
			\$27.98	6150	Physical Plant Opera	Communications
			\$536.09	6150	Youth at Risk - Anke	Communications
			\$716.53	6150	WLAN Support	Communications
			\$163.62	6150	Office of VP, Commnt	Communications
			\$27.98	6150	Office of Sr VP, Bus	Communications
			\$28.13	6150	Transportation	Communications
			\$17.19	6150	Office of Exec Dir,	Communications
			\$27.98	6150	Evening & Weekend	Communications
			\$77.66	6150	Enrollment Managemen	Communications
			\$171.65	6150	Economic Development	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Nextel Partners Inc	410523	\$3,909.66	\$82.31	6150	Office of Exec Dean,	Communications
			\$34.38	6150	Office of Dean, Indu	Communications
			\$17.19	6150	Data Processing	Communications
			\$70.46	6150	Custodial	Communications
Paper Corporation	410530	\$21,463.20	\$21,463.20	6511	Duplicating Services	Purchases for Resale
Pearson Education	410534	\$287,093.18	\$217.59	6520	Bookstore - Ankeny	Purchases for Resale
			-\$405.99	6520	Bookstore - Ankeny	Purchases for Resale
			-\$527.16	6520	Bookstore - Ankeny	Purchases for Resale
			-\$245.99	6520	Bookstore - Ankeny	Purchases for Resale
			-\$224.10	6520	Bookstore - Ankeny	Purchases for Resale
			-\$364.28	6520	Bookstore - Ankeny	Purchases for Resale
			-\$199.98	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,953.00	6520	Bookstore - West Cam	Purchases for Resale
			\$139,025.47	6520	Bookstore - Ankeny	Purchases for Resale
			\$4,360.19	6520	Bookstore - Ankeny	Purchases for Resale
			\$13,390.29	6520	Bookstore - Ankeny	Purchases for Resale
			\$348.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$133.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$508.50	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$510.00	6520	Bookstore - West Cam	Purchases for Resale
			-\$830.03	6520	Bookstore - Ankeny	Purchases for Resale
			\$70,297.49	6520	Bookstore - Ankeny	Purchases for Resale
			\$21,709.94	6520	Bookstore - Ankeny	Purchases for Resale
			\$6,198.32	6520	Bookstore - Ankeny	Purchases for Resale
			\$375.00	6520	Bookstore - Ankeny	Purchases for Resale
\$119.70	6520	Bookstore - Ankeny	Purchases for Resale			
\$810.00	6520	Bookstore - Ankeny	Purchases for Resale			
\$119.70	6520	Bookstore - Ankeny	Purchases for Resale			
\$364.99	6520	Bookstore - Ankeny	Purchases for Resale			
\$415.80	6520	Bookstore - Ankeny	Purchases for Resale			
\$984.90	6520	Bookstore - Ankeny	Purchases for Resale			
\$1,673.66	6520	Bookstore - Ankeny	Purchases for Resale			
\$2,479.50	6520	Bookstore - Urban Ca	Purchases for Resale			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Pearson Education	410534	\$287,093.18	\$1,440.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$625.19	6322	John Deere DSM #3 -	Materials & Supplies
			\$12,171.07	6520	Bookstore - Ankeny	Purchases for Resale
			\$7,926.30	6520	Bookstore - Ankeny	Purchases for Resale
			\$9,555.31	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,833.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,224.51	6520	Bookstore - Ankeny	Purchases for Resale
			-\$780.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$448.20	6520	Bookstore - Ankeny	Purchases for Resale
			-\$448.20	6520	Bookstore - Ankeny	Purchases for Resale
			-\$382.20	6520	Bookstore - Ankeny	Purchases for Resale
			-\$315.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$525.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$149.99	6520	Bookstore - Ankeny	Purchases for Resale
			-\$199.98	6520	Bookstore - Ankeny	Purchases for Resale
			-\$141.08	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$51.30	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$222.00	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$3,450.92	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,140.66	6520	Bookstore - Ankeny	Purchases for Resale
			-\$958.35	6520	Bookstore - Ankeny	Purchases for Resale
			-\$937.97	6520	Bookstore - Ankeny	Purchases for Resale
			-\$840.00	6520	Bookstore - West Cam	Purchases for Resale
			-\$830.03	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,310.00	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$924.80	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$164.00	6520	Bookstore - Ankeny	Purchases for Resale
-\$260.03	6520	Bookstore - Ankeny	Purchases for Resale			
Pratt Audio Visual & Vide	410547	\$5,563.00	\$2,568.00	6323	Equip Replacement We	Minor Equipment
			\$2,995.00	6323	Equip Replacement We	Minor Equipment
Premier Agendas Inc	410549	\$50,600.00	\$50,600.00	6322	Office of Exec Dean,	Materials & Supplies
Prestige Medical	410550	\$6,161.03	\$6,161.03	6512	Bookstore - Ankeny	General Merchandise

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE							
Protex Central Inc	410554	\$3,793.00	\$1,243.00	6090	Buildings Equipment	Maintenance/Repair o							
			\$152.00	6060	Mechanical Maintenanc	Maintenance/Repair o							
			\$2,398.00	6060	Buildings Equipment	Maintenance/Repair o							
Qwest	410562	\$29,102.00	\$29,102.00	6269	Qwest Corp-Job Speci	Other Services							
Reinhart Foodservice	410567	\$5,868.90	\$251.91	6322	Hotel/Restaurant Man	Materials & Supplies							
			\$723.29	6322	Hotel/Restaurant Man	Materials & Supplies							
			\$1,523.84	6518	Hospitality Careers	Gourmet Dinners							
			\$354.77	6322	Hotel/Restaurant Man	Materials & Supplies							
			\$299.79	6322	Hotel/Restaurant Man	Materials & Supplies							
			\$409.63	6322	Hotel/Restaurant Man	Materials & Supplies							
			\$366.03	6518	Hospitality Careers	Gourmet Dinners							
			\$553.26	6519	Bistro	College Inn							
			\$245.98	6322	Hotel/Restaurant Man	Materials & Supplies							
			\$284.59	6519	Bistro	College Inn							
			\$256.50	6322	Hotel/Restaurant Man	Materials & Supplies							
Securitas Security Servic	410581	\$9,950.08	\$9,950.08	6261	Office of the Dir, P	Contracted Security							
							Self Test Software	410582	\$6,712.00	\$6,712.00	6324	Info Tech/Network Ad	Computer Software
\$155.81	6512	Bookstore - Urban Ca	General Merchandise										
\$219.99	6512	Bookstore - Ankeny	General Merchandise										
\$138.41	6512	Bookstore - Ankeny	General Merchandise										
\$1,424.59	6512	Bookstore - Ankeny	General Merchandise										
\$1,734.59	6512	Bookstore - Ankeny	General Merchandise										
\$90.67	6520	Bookstore - Ankeny	Purchases for Resale										
\$86.40	6512	Bookstore - Ankeny	General Merchandise										
\$75.68	6512	Bookstore - Ankeny	General Merchandise										
\$186.69	6512	Bookstore - Ankeny	General Merchandise										
\$177.86	6512	Bookstore - Urban Ca	General Merchandise										

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Service Wholesale Inc	410583	\$4,985.82	\$361.49	6512	Bookstore - Ankeny	General Merchandise
			\$10.32	6512	Bookstore - Ankeny	General Merchandise
			\$47.02	6512	Bookstore - Urban Ca	General Merchandise
Snap On Industrial	410587	\$6,088.99	\$1,408.07	1550	Office of Controller	Prepaid Expenses
			\$8.44	1550	Office of Controller	Prepaid Expenses
			\$14.06	1550	Office of Controller	Prepaid Expenses
			\$10.71	1550	Office of Controller	Prepaid Expenses
			\$229.50	1550	Office of Controller	Prepaid Expenses
			\$23.00	1550	Office of Controller	Prepaid Expenses
			\$1,025.24	1550	Office of Controller	Prepaid Expenses
			\$5.62	1550	Office of Controller	Prepaid Expenses
			\$16.88	1550	Office of Controller	Prepaid Expenses
			\$283.38	1550	Office of Controller	Prepaid Expenses
			\$1,200.08	1550	Office of Controller	Prepaid Expenses
			\$5.38	1550	Office of Controller	Prepaid Expenses
			\$4.84	1550	Office of Controller	Prepaid Expenses
			\$235.12	1550	Office of Controller	Prepaid Expenses
\$8.44	1550	Office of Controller	Prepaid Expenses			
South Eastern Book Compan	410592	\$3,356.39	\$2,066.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$86.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$225.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$978.89	6520	Bookstore - Ankeny	Purchases for Resale
Story Construction	410603	\$19,685.00	\$19,685.00	6090	Ames Consortium Proj	Maintenance/Repair o
United Healthcare Insuran	410620	\$772,377.71	\$772,617.95	2250	Fund 1 General Ledge	Health Insurance Pay
			\$240.24	2252	Fund 1 General Ledge	Dental Insurance Pay
MPS	410637	\$10,723.60	\$7,718.60	6520	Bookstore - Boone	Purchases for Resale
			\$1,100.00	6520	Bookstore - Boone	Purchases for Resale
			\$1,435.00	6520	Bookstore - Boone	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MPS	410637	\$10,723.60	\$470.00	6520	Bookstore - Boone	Purchases for Resale
Vista Higher Learning	410639	\$4,686.01	\$440.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$8.09	6230	Bookstore - Ankeny	Postage and Expediti
			\$385.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$7.35	6230	Bookstore - Ankeny	Postage and Expediti
			\$55.57	6230	Bookstore - Boone	Postage and Expediti
			\$3,790.00	6520	Bookstore - Boone	Purchases for Resale
Accurate Mechanical Co In	410738	\$10,990.25	\$10,387.00	6060	Buildings Equipment	Maintenance/Repair o
			\$603.25	6060	Buildings Equipment	Maintenance/Repair o
Anixter Inc	410751	\$10,967.14	\$8,610.80	6323	Buildings Equipment	Minor Equipment
			\$1,653.08	6323	Buildings Equipment	Minor Equipment
			\$703.26	6323	Buildings Equipment	Minor Equipment
Bavarian Inn	410756	\$4,746.86	\$961.11	6321	Continuing Ed, 2 Day	Food
			\$1,089.35	6321	Continuing Ed, 2 Day	Food
			\$1,432.52	6269	Continuing Ed, 2 Day	Other Services
			\$1,263.88	6269	Continuing Ed, 2 Day	Other Services
Camp David	410771	\$6,609.08	\$1,764.00	6515	Bookstore - Ankeny	Clothing
			\$56.70	6230	Bookstore - Ankeny	Postage and Expediti
			\$53.64	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,860.00	6515	Bookstore - Ankeny	Clothing
			\$36.65	6230	Bookstore - Ankeny	Postage and Expediti
			\$27.44	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,214.50	6515	Bookstore - Ankeny	Clothing
			\$20.15	6230	Bookstore - Ankeny	Postage and Expediti
			\$792.00	6515	Bookstore - Ankeny	Clothing
			\$784.00	6515	Bookstore - Ankeny	Clothing
Case Management Society o	410777	\$4,541.09	\$4,541.09	6269	Continuing Ed, Healt	Other Services
Cengage Learning	410779	\$9,990.91	\$488.75	6520	Bookstore - Newton	Purchases for Resale



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Cengage Learning	410779	\$9,990.91	\$1,560.00	6520	Bookstore - West Cam	Purchases for Resale
			\$44.86	6230	Bookstore - West Cam	Postage and Expediti
			\$888.75	6520	Bookstore - West Cam	Purchases for Resale
			\$460.78	6230	Bookstore - West Cam	Postage and Expediti
			\$9.02	6230	Bookstore - West Cam	Postage and Expediti
			\$6,538.75	6520	Bookstore - West Cam	Purchases for Resale
Elsevier Review and Testi	410820	\$11,838.82	\$704.25	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,112.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,657.34	6520	Bookstore - Ankeny	Purchases for Resale
			\$188.79	6230	Bookstore - Ankeny	Postage and Expediti
			\$7,176.44	6520	Bookstore - Ankeny	Purchases for Resale
Energy Systems Engineerin	410821	\$13,019.79	\$13,019.79	6015	Iowa Energy Ctr Ener	Consultant's Fees
Films for the Humanities	410830	\$3,751.15	\$1,056.65	6322	Medical Assistant	Materials & Supplies
			\$579.70	6322	Medical Assistant	Materials & Supplies
			\$2,114.80	6310	Equip Replacement Li	Library Books
G and S Office Machines L	410838	\$7,514.00	\$7,514.00	6322	WLAN Support	Materials & Supplies
Hewlett Packard	410863	\$3,836.00	\$98.00	6322	Mathematics & Scienc	Materials & Supplies
			\$125.00	6322	Information Systems	Materials & Supplies
			\$1,904.00	6323	Carroll Campus Equip	Minor Equipment
			\$780.00	6323	Youth at Risk - Anke	Minor Equipment
			\$929.00	6323	Story County Academy	Minor Equipment
Iowa Asian Alliance	410883	\$5,000.00	\$5,000.00	6040	Other General Instit	Memberships
Iowa Bankers Ins and Serv	410884	\$2,850.00	\$2,850.00	6520	Bookstore - Ankeny	Purchases for Resale
John Deere Des Moines Wor	410896	\$140,490.75	\$140,490.75	6269	John Deere DSM #3 -	Other Services
John Wiley and Sons Inc	410898	\$90,725.32	\$1,530.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$442.70	6230	Bookstore - Ankeny	Postage and Expediti

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
John Wiley and Sons Inc	410898	\$90,725.32	\$43,128.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$3,965.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,562.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$3,726.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$24,843.20	6520	Bookstore - Ankeny	Purchases for Resale
			\$7.05	6230	Bookstore - Ankeny	Postage and Expediti
			\$78.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$715.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$6.37	6230	Bookstore - Ankeny	Postage and Expediti
			\$52.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,007.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$345.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$9,318.00	6520	Bookstore - Ankeny	Purchases for Resale
Marsden Bldg Maint LLC	410924	\$16,692.00	\$4,921.00	6030	Physical Plant Opera	Custodial Services
			\$2,444.00	6030	Physical Plant Opera	Custodial Services
			\$3,493.00	6030	Maytag Leased Space	Custodial Services
			\$5,834.00	6030	Plant Operations, St	Custodial Services
Martin Brothers Distribut	410925	\$9,072.67	\$1,640.41	6511	Cafeteria	Purchases for Resale
			\$895.31	6511	Cafeteria	Purchases for Resale
			\$66.12	6511	Cafeteria	Purchases for Resale
			\$1,086.37	6517	Cafeteria	Urban Cafe
			\$186.62	6517	Cafeteria	Urban Cafe
			\$935.53	6517	Cafeteria	Urban Cafe
			\$182.52	6517	Cafeteria	Urban Cafe
			\$1,363.02	6517	Cafeteria	Urban Cafe
			\$588.35	6517	Cafeteria	Urban Cafe
\$2,128.42	6511	Cafeteria	Purchases for Resale			
Michigan International Sp	410932	\$6,389.00	\$6,389.00	6511	Alumni Association	Purchases for Resale
MidAmerican Energy Co	410933	\$48,331.76	\$29.48	6511	2310 SW36th Street -	Purchases for Resale
			\$40.17	6511	2402 SW 36th Street-	Purchases for Resale
			\$40.28	6190	House 47 3921 NW 4th	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	410933	\$48,331.76	\$48,221.83	6190	Utilities	Utilities
Midwest Computer Products	410935	\$2,900.00	\$2,900.00	6323	Story County Academy	Minor Equipment
Midwest Library Service	410936	\$4,806.61	-\$13.83	6310	Equip Replacement Li	Library Books
			\$66.08	6310	Equip Replacement Li	Library Books
			\$4,754.36	6310	Equip Replacement Li	Library Books
NACSCORP	410944	\$2,680.57	\$791.87	6520	Bookstore - Ankeny	Purchases for Resale
			\$904.96	6520	Bookstore - Ankeny	Purchases for Resale
			\$80.73	6520	Bookstore - Ankeny	Purchases for Resale
			\$401.83	6520	Bookstore - Ankeny	Purchases for Resale
			\$18.90	6520	Bookstore - Ankeny	Purchases for Resale
			\$482.28	6520	Bookstore - Ankeny	Purchases for Resale
Nebraska Book Company Inc	410947	\$3,647.69	\$21.12	6520	Bookstore - Ankeny	Purchases for Resale
			\$131.02	6520	Bookstore - Ankeny	Purchases for Resale
			\$322.90	6520	Bookstore - Newton	Purchases for Resale
			\$17.25	6230	Bookstore - Ankeny	Postage and Expediti
			\$370.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$9.99	6230	Bookstore - Ankeny	Postage and Expediti
			\$528.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$13.81	6230	Bookstore - Ankeny	Postage and Expediti
			\$510.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$6.05	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,218.77	6520	Bookstore - Ankeny	Purchases for Resale
			\$494.00	6520	Bookstore - Ankeny	Purchases for Resale
\$4.78	6230	Bookstore - Ankeny	Postage and Expediti			
Nestle Purina Petcare	410948	\$9,254.53	\$9,254.53	6269	Grow Iowa Values Fun	Other Services
Nestle USA Beverage Divis	410949	\$29,983.61	\$29,983.61	6269	Grow Iowa Values Fun	Other Services
Newton YMCA	410952	\$5,284.50	\$5,284.50	6040	Wellness	Memberships
Pearson Education	410964	\$38,444.05	-\$667.20	6520	Bookstore - Carroll	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE			
Pearson Education	410964	\$38,444.05	-\$840.00	6520	Bookstore - West Cam	Purchases for Resale			
			-\$9,750.79	6520	Bookstore - Boone	Purchases for Resale			
			\$277.94	6520	Bookstore - Ankeny	Purchases for Resale			
			\$2,550.00	6520	Bookstore - Ankeny	Purchases for Resale			
			\$153.60	6520	Bookstore - Ankeny	Purchases for Resale			
			\$115.02	6520	Bookstore - Ankeny	Purchases for Resale			
			\$967.63	6520	Bookstore - Ankeny	Purchases for Resale			
			\$665.06	6520	Bookstore - Ankeny	Purchases for Resale			
			\$207.02	6520	Bookstore - Ankeny	Purchases for Resale			
			\$162.89	6520	Bookstore - Ankeny	Purchases for Resale			
			\$161.02	6520	Bookstore - Ankeny	Purchases for Resale			
			\$1,147.27	6520	Bookstore - Ankeny	Purchases for Resale			
			\$100.01	6520	Bookstore - Ankeny	Purchases for Resale			
			\$3,680.10	6520	Bookstore - Ankeny	Purchases for Resale			
			\$855.00	6520	Bookstore - Ankeny	Purchases for Resale			
			\$1,121.80	6520	Bookstore - Ankeny	Purchases for Resale			
			\$1,500.00	6520	Bookstore - Ankeny	Purchases for Resale			
			\$726.00	6520	Bookstore - Ankeny	Purchases for Resale			
			\$10,560.00	6520	Bookstore - Ankeny	Purchases for Resale			
			Protex Central Inc	410980	\$2,618.00	\$2,574.00	6060	Buildings Equipment	Maintenance/Repair o
\$44.00	6060	Mechanical Maintenanc				Maintenance/Repair o			
Snap On Industrial	410995	\$4,628.48				\$440.20	1550	Office of Controller	Prepaid Expenses
						\$895.00	1550	Office of Controller	Prepaid Expenses
						\$44.86	1550	Office of Controller	Prepaid Expenses
						\$70.38	1550	Office of Controller	Prepaid Expenses
						\$8.26	1550	Office of Controller	Prepaid Expenses
\$669.24	1550	Office of Controller	Prepaid Expenses						

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Snap On Industrial	410995	\$4,628.48	\$37.90	6322	Auto Body	Materials & Supplies
			\$32.48	6323	Auto Body	Minor Equipment
			\$2,070.00	6322	Story County Academy	Materials & Supplies
			\$8.44	1550	Office of Controller	Prepaid Expenses
			\$60.32	1550	Office of Controller	Prepaid Expenses
			\$92.52	1550	Office of Controller	Prepaid Expenses
			\$12.36	1550	Office of Controller	Prepaid Expenses
			\$16.88	1550	Office of Controller	Prepaid Expenses
			\$70.38	1550	Office of Controller	Prepaid Expenses
			\$15.06	1550	Office of Controller	Prepaid Expenses
			\$5.38	1550	Office of Controller	Prepaid Expenses
			\$70.38	1550	Office of Controller	Prepaid Expenses
			\$8.44	1550	Office of Controller	Prepaid Expenses
Standard Insurance Compan	411003	\$47,946.02	\$18,404.43	2254	Fund 1 General Ledge	Long Term Disability
			\$3,882.22	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$1,543.44	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$15,291.32	2253	Fund 1 General Ledge	Basic Life Insurance
			\$1,113.48	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$7,711.13	2255	Fund 1 General Ledge	Misc Insurances Paya
State of Iowa Department	411004	\$6,430.00	\$6,430.00	6269	Continuing Ed, 2 Day	Other Services
Storey Kenworthy	411007	\$17,430.86	-\$84.00	6322	Story County Academy	Materials & Supplies
			-\$217.21	6322	Auxilliary Profits N	Materials & Supplies
			\$417.27	6322	Student Support Serv	Materials & Supplies
			\$84.00	6322	Story County Academy	Materials & Supplies
			\$13.98	6322	ESL	Materials & Supplies
			\$223.50	6322	Distance Learning	Materials & Supplies
			\$241.02	6322	ESL	Materials & Supplies
			\$39.95	6322	Economic Development	Materials & Supplies
			\$217.21	6322	Auxilliary Profits N	Materials & Supplies
			\$217.21	6322	Student Support Serv	Materials & Supplies
			-\$217.21	6322	Auxilliary Profits N	Materials & Supplies
-\$217.21	6322	Student Support Serv	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	411007	\$17,430.86	\$217.21	6322	Auxilliary Profits N	Materials & Supplies
			\$217.21	6322	Student Support Serv	Materials & Supplies
			\$15,748.72	6322	Office of Controller	Materials & Supplies
			\$217.21	6322	Auxilliary Profits N	Materials & Supplies
			\$217.21	6322	Student Support Serv	Materials & Supplies
			\$312.00	6322	Story County Academy	Materials & Supplies
			-\$217.21	6322	Student Support Serv	Materials & Supplies
Taylor and Francis Group,	411010	\$3,745.93	\$3,697.80	6520	Bookstore - Ankeny	Purchases for Resale
			\$48.13	6230	Bookstore - Ankeny	Postage and Expediti
Tchotchkes	411011	\$8,819.34	\$343.75	6512	Bookstore - Ankeny	General Merchandise
			\$10.75	6230	Bookstore - Ankeny	Postage and Expediti
			\$578.56	6512	Bookstore - Ankeny	General Merchandise
			\$510.84	6512	Bookstore - Ankeny	General Merchandise
			\$21.66	6230	Bookstore - Ankeny	Postage and Expediti
			\$11.49	6230	Bookstore - Ankeny	Postage and Expediti
			\$11.14	6230	Bookstore - Ankeny	Postage and Expediti
			\$55.80	6230	Bookstore - Ankeny	Postage and Expediti
			\$392.40	6512	Bookstore - Ankeny	General Merchandise
			\$11.75	6230	Bookstore - Ankeny	Postage and Expediti
			\$290.00	6512	Bookstore - Ankeny	General Merchandise
			\$26.20	6230	Bookstore - Ankeny	Postage and Expediti
			\$337.50	6512	Bookstore - Ankeny	General Merchandise
			\$11.61	6230	Bookstore - Ankeny	Postage and Expediti
			\$310.00	6512	Bookstore - Ankeny	General Merchandise
			\$332.50	6512	Bookstore - Ankeny	General Merchandise
			\$18.77	6230	Bookstore - Ankeny	Postage and Expediti
			\$472.82	6512	Bookstore - Ankeny	General Merchandise
			\$32.99	6230	Bookstore - Ankeny	Postage and Expediti
			\$29.74	6230	Bookstore - Ankeny	Postage and Expediti
\$597.60	6512	Bookstore - Ankeny	General Merchandise			
\$41.55	6230	Bookstore - Ankeny	Postage and Expediti			
\$639.36	6512	Bookstore - Ankeny	General Merchandise			
\$35.95	6230	Bookstore - Ankeny	Postage and Expediti			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Tchotchkes	411011	\$8,819.34	\$320.40	6512	Bookstore - Ankeny	General Merchandise
			\$38.84	6230	Bookstore - Ankeny	Postage and Expediti
			\$305.55	6512	Bookstore - Ankeny	General Merchandise
			\$44.81	6230	Bookstore - Ankeny	Postage and Expediti
			\$593.32	6512	Bookstore - Ankeny	General Merchandise
			\$76.65	6230	Bookstore - Ankeny	Postage and Expediti
			\$735.36	6512	Bookstore - Ankeny	General Merchandise
			\$14.68	6230	Bookstore - Ankeny	Postage and Expediti
			\$1,280.00	6512	Bookstore - Ankeny	General Merchandise
			\$285.00	6512	Bookstore - Ankeny	General Merchandise
Valley West Uniforms	411020	\$2,500.25	\$711.00	6322	Program Development	Materials & Supplies
			\$12.00	6322	Practical Nursing	Materials & Supplies
			\$1,777.25	6322	Program Development	Materials & Supplies
VanWall Group	411024	\$6,654.11	\$5,962.77	6323	Equip Replacement In	Minor Equipment
			\$678.75	6322	Dallas County Farm O	Materials & Supplies
			\$12.59	6322	Dallas County Farm O	Materials & Supplies
MPS	411027	\$19,452.35	\$550.00	6520	Bookstore - West Cam	Purchases for Resale
			\$775.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$40.90	6230	Bookstore - Ankeny	Postage and Expediti
			\$2,607.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$13,467.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$1,580.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$11.96	6230	Bookstore - West Cam	Postage and Expediti
			\$403.20	6520	Bookstore - West Cam	Purchases for Resale
\$17.29	6230	Bookstore - West Cam	Postage and Expediti			
American Funds	411110	\$3,795.00	\$3,795.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Ameriprise Financial Serv	411111	\$3,069.56	\$3,069.56	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DMACC HEA	411121	\$4,768.64	\$4,768.64	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
Vanguard Group	411165	\$10,750.45	\$10,750.45	2260	Fund 1 General Ledge	Tax Sheltered Annuit

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Veridian Credit Union	411167	\$3,135.00	\$3,135.00	2299	Fund 1 General Ledge	Other Employee Deduc
1st Interiors	411168	\$3,187.00	\$3,187.00	6090	Equip Replacement Sc	Maintenance/Repair o
American Association of C	411184	\$11,225.00	\$11,225.00	6040	Other General Instit	Memberships
Ames Municipal Utilities	411186	\$4,508.68	\$4,508.68	6190	Utilities	Utilities
Arnold Motor Supply	411195	\$3,309.52	\$261.40	6511	Auto Mechanics	Purchases for Resale
			\$226.97	6511	Auto Mechanics	Purchases for Resale
			\$1.20	6511	Auto Mechanics	Purchases for Resale
			\$29.80	6511	Auto Mechanics	Purchases for Resale
			\$86.52	6511	Auto Mechanics	Purchases for Resale
			\$29.28	6511	Auto Mechanics	Purchases for Resale
			\$7.95	6511	Auto Mechanics	Purchases for Resale
			\$22.91	6511	Auto Mechanics	Purchases for Resale
			\$44.28	6511	Auto Mechanics	Purchases for Resale
			\$23.04	6511	Auto Mechanics	Purchases for Resale
			\$47.76	6511	Auto Mechanics	Purchases for Resale
			-\$261.40	6511	Auto Mechanics	Purchases for Resale
			-\$23.99	6511	Auto Mechanics	Purchases for Resale
			-\$11.36	6511	Auto Mechanics	Purchases for Resale
			-\$7.95	6511	Auto Mechanics	Purchases for Resale
			-\$176.40	6511	Auto Mechanics	Purchases for Resale
			\$52.66	6322	High School Auto Pro	Materials & Supplies
			\$12.59	6322	High School Auto Pro	Materials & Supplies
			\$14.42	6322	Heavy Diesel Equipme	Materials & Supplies
			\$6.73	6322	Heavy Diesel Equipme	Materials & Supplies
			\$73.01	6511	Auto Mechanics	Purchases for Resale
			\$67.09	6511	Auto Mechanics	Purchases for Resale
			\$10.60	6511	Auto Mechanics	Purchases for Resale
			\$68.32	6511	Auto Mechanics	Purchases for Resale
			\$34.40	6511	Auto Mechanics	Purchases for Resale
			\$9.95	6511	Auto Mechanics	Purchases for Resale
			\$17.52	6511	Auto Mechanics	Purchases for Resale



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	411195	\$3,309.52	\$155.55	6511	Auto Mechanics	Purchases for Resale
			\$32.00	6511	Auto Mechanics	Purchases for Resale
			\$11.85	6511	Auto Mechanics	Purchases for Resale
			\$3.35	6511	Auto Mechanics	Purchases for Resale
			\$14.64	6511	Auto Mechanics	Purchases for Resale
			\$4.43	6511	Auto Mechanics	Purchases for Resale
			\$50.99	6511	Auto Mechanics	Purchases for Resale
			\$46.25	6511	Auto Mechanics	Purchases for Resale
			\$28.79	6511	Auto Mechanics	Purchases for Resale
			\$24.50	6511	Auto Mechanics	Purchases for Resale
			\$9.94	6511	Auto Mechanics	Purchases for Resale
			\$44.94	6511	Auto Mechanics	Purchases for Resale
			\$46.45	6511	Auto Mechanics	Purchases for Resale
			\$54.76	6511	Auto Mechanics	Purchases for Resale
			\$103.16	6511	Auto Mechanics	Purchases for Resale
			\$43.44	6511	Auto Mechanics	Purchases for Resale
			\$228.76	6511	Auto Mechanics	Purchases for Resale
			\$73.11	6511	Auto Mechanics	Purchases for Resale
			\$9.99	6511	Auto Mechanics	Purchases for Resale
			\$117.39	6511	Auto Mechanics	Purchases for Resale
			-\$5.59	6511	Auto Mechanics	Purchases for Resale
			-\$12.32	6511	Auto Mechanics	Purchases for Resale
			\$24.18	6511	Auto Mechanics	Purchases for Resale
			\$41.04	6511	Auto Mechanics	Purchases for Resale
			\$27.38	6511	Auto Mechanics	Purchases for Resale
			\$1.70	6511	Auto Mechanics	Purchases for Resale
			\$81.69	6511	Auto Mechanics	Purchases for Resale
			\$131.94	6511	Auto Mechanics	Purchases for Resale
			\$73.00	6511	Auto Mechanics	Purchases for Resale
			\$79.79	6511	Auto Mechanics	Purchases for Resale
			\$10.60	6511	Auto Mechanics	Purchases for Resale
			\$35.96	6511	Auto Mechanics	Purchases for Resale
			\$15.96	6511	Auto Mechanics	Purchases for Resale
			\$254.73	6511	Auto Mechanics	Purchases for Resale
			\$112.20	6511	Auto Mechanics	Purchases for Resale

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 Date: 10/19/2007  
 Time: 07:56 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	411195	\$3,309.52	\$16.99	6511	Auto Mechanics	Purchases for Resale
			\$44.30	6511	Auto Mechanics	Purchases for Resale
			\$13.40	6511	Auto Mechanics	Purchases for Resale
			\$31.02	6511	Auto Mechanics	Purchases for Resale
			\$30.58	6511	Auto Mechanics	Purchases for Resale
			\$155.34	6511	Auto Mechanics	Purchases for Resale
			\$79.35	6511	Auto Mechanics	Purchases for Resale
			\$62.00	6511	Auto Mechanics	Purchases for Resale
			-\$52.66	6322	High School Auto Pro	Materials & Supplies
			\$261.40	6511	Auto Mechanics	Purchases for Resale
			\$23.95	6511	Auto Mechanics	Purchases for Resale
AVI Systems	411199	\$3,574.00	\$3,574.00	6060	Office of Exec Dean,	Maintenance/Repair o
Bavarian Inn	411205	\$5,008.98	\$1,067.35	6321	Continuing Ed, 2 Day	Food
			\$1,434.48	6269	Continuing Ed, 2 Day	Other Services
			\$1,454.52	6269	Continuing Ed, 2 Day	Other Services
			\$1,052.63	6321	Continuing Ed, 2 Day	Food
Brustein and Manasevit	411214	\$3,959.56	\$3,959.56	6019	Grants and Contracts	Other Professional S
Cengage Learning	411231	\$94,002.30	\$2,510.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$2,029.25	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,125.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$298.75	6520	Bookstore - Urban Ca	Purchases for Resale
			\$2,685.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$2,375.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$10,929.30	6520	Bookstore - Ankeny	Purchases for Resale
			\$82,997.00	6520	Bookstore - Ankeny	Purchases for Resale
			-\$3,617.50	6520	Bookstore - Ankeny	Purchases for Resale
			-\$381.50	6520	Bookstore - Ankeny	Purchases for Resale
-\$42.00	6520	Bookstore - Ankeny	Purchases for Resale			
Certification Center	411232	\$6,615.00	\$6,615.00	6322	Continuing Ed, Healt	Materials & Supplies
Computer Comforts, Inc	411239	\$10,847.79	\$6,573.28	6322	Equip Replacement Sc	Materials & Supplies

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 Date: 10/19/2007  
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Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Computer Comforts, Inc	411239	\$10,847.79	\$1,692.82	6322	Equip Replacement Sc	Materials & Supplies
			\$2,581.69	6322	Equip Replacement Sc	Materials & Supplies
Denman and Co LLP	411251	\$16,000.00	\$16,000.00	6011	Office of Sr VP, Bus	Auditor's Fees
Des Moines Register	411258	\$8,928.75	\$8,446.78	6110	Office of Exec Dir,	Information Services
			\$481.97	6110	Judicial Office	Information Services
Des Moines Water Works	411259	\$11,913.87	\$124.77	6190	Utilities	Utilities
			\$32.88	6190	Utilities	Utilities
			\$2,200.47	6190	Utilities	Utilities
			\$241.74	6190	Utilities	Utilities
			\$15.77	6190	Utilities	Utilities
			\$39.80	6190	Utilities	Utilities
			\$34.20	6190	Utilities	Utilities
			\$102.21	6190	Utilities	Utilities
			\$65.59	6190	Utilities	Utilities
			\$21.08	6190	Utilities	Utilities
			\$39.60	6190	Utilities	Utilities
			\$24.48	6511	2310 SW36th Street -	Purchases for Resale
			\$29.83	6190	Utilities	Utilities
			\$8,877.21	6190	Utilities	Utilities
			\$64.24	6190	Utilities	Utilities
Farner Bocken Co	411288	\$3,647.96	-\$72.95	6511	Snack Bar - Boone	Purchases for Resale
			-\$107.66	6511	Snack Bar - Boone	Purchases for Resale
			\$58.75	6511	Snack Bar - Boone	Purchases for Resale
			\$196.16	6511	Snack Bar - Boone	Purchases for Resale
			\$509.90	6511	Snack Bar - Boone	Purchases for Resale
			\$787.12	6511	Snack Bar - Boone	Purchases for Resale
			\$360.74	6511	Snack Bar - Boone	Purchases for Resale
			\$368.86	6511	Snack Bar - Boone	Purchases for Resale
			\$923.59	6511	Snack Bar - Boone	Purchases for Resale
			\$674.25	6511	Snack Bar - Boone	Purchases for Resale
			-\$16.45	6511	Snack Bar - Boone	Purchases for Resale

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Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Farner Bocken Co	411288	\$3,647.96	-\$34.35	6511	Snack Bar - Boone	Purchases for Resale
Fleet Fueling	411293	\$4,280.13	\$4,280.13	6420	Transportation Insti	Vehicle Materials an
Friedman, Jay	411297	\$2,900.00	\$2,900.00	6019	Lectures	Other Professional S
Hawkeye Community College	411320	\$7,629.00	\$7,629.00	6269	Office of VP, Info S	Other Services
Hewlett Packard	411326	\$4,390.28	\$92.00 \$4,298.28	6322 6060	Technical Update Equ Technical Update Equ	Materials & Supplies Maintenance/Repair o
Iowa Basketball LLC	411345	\$25,000.00	\$25,000.00	6269	Office of VP, Info S	Other Services
Iowa Developmental Disabi	411348	\$4,418.60	\$4,418.60	6269	Continuing Ed, Healt	Other Services
Iowa Retail Packaging	411350	\$5,730.00	\$5,730.00	6322	Bookstore - Ankeny	Materials & Supplies
LaCava Design Solutions	411371	\$3,000.00	\$2,850.00 \$150.00	6269 6269	Office of Dir, Marke Office of Dir, Marke	Other Services Other Services
Martin Brothers Distribut	411383	\$2,861.01	\$1,604.08 \$846.24 \$410.69	6517 6517 6517	Cafeteria Cafeteria Cafeteria	Urban Cafe Urban Cafe Urban Cafe
McGraw Hill Companies	411390	\$9,705.15	-\$5,014.00 -\$37.75 -\$2,304.00 \$7.16 \$23.70 \$6.68 \$467.06 \$697.50 \$2,457.00 \$1,708.00 \$1,635.00	6520 6520 6520 6230 6230 6230 6520 6520 6520 6520 6520	Bookstore - Carroll Bookstore - Ankeny Bookstore - West Cam Bookstore - Boone Bookstore - Boone Bookstore - West Cam Bookstore - Ankeny Bookstore - Ankeny Bookstore - Ankeny Bookstore - Ankeny Bookstore - Ankeny	Purchases for Resale Purchases for Resale Purchases for Resale Postage and Expediti Postage and Expediti Postage and Expediti Purchases for Resale Purchases for Resale Purchases for Resale Purchases for Resale Purchases for Resale

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Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
McGraw Hill Companies	411390	\$9,705.15	\$3,724.75	6520	Bookstore - Ankeny	Purchases for Resale
			\$104.38	6230	Bookstore - Ankeny	Postage and Expediti
			\$2,565.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$13.22	6230	Bookstore - Ankeny	Postage and Expediti
			\$250.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$223.33	6322	Youth at Risk - Urba	Materials & Supplies
			\$1,520.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$15.39	6230	Bookstore - Ankeny	Postage and Expediti
			\$150.00	6520	Bookstore - Ankeny	Purchases for Resale
			\$320.00	6520	Bookstore - West Cam	Purchases for Resale
			\$1,563.75	6520	Bookstore - Boone	Purchases for Resale
			\$683.70	6520	Bookstore - Boone	Purchases for Resale
			-\$1,055.47	6520	Bookstore - Ankeny	Purchases for Resale
-\$19.25	6520	Bookstore - Ankeny	Purchases for Resale			
Mid Iowa Construction	411394	\$3,143.71	\$3,143.71	6090	Ankeny Bookstore Sto	Maintenance/Repair o
MidAmerican Energy Co	411396	\$9,070.45	\$10.00	6190	Utilities	Utilities
			\$39.95	6190	Utilities	Utilities
			\$5,883.45	6190	Utilities	Utilities
			\$1,099.47	6190	Physical Plant Opera	Utilities
			\$264.98	6190	Utilities	Utilities
			\$1,083.76	6190	Utilities	Utilities
\$688.84	6190	Utilities	Utilities			
Midwest Library Service	411398	\$2,713.93	\$2,642.55	6310	Equip Replacement Li	Library Books
			\$71.38	6310	Library	Library Books
Midwest Office Technology	411399	\$3,448.07	\$28.64	6060	Library	Maintenance/Repair o
			\$2.88	6060	STRIVE	Maintenance/Repair o
			\$33.99	6060	STRIVE	Maintenance/Repair o
			\$212.13	6060	Adult Basic Educatio	Maintenance/Repair o
			\$64.49	6060	Youth at Risk - Anke	Maintenance/Repair o
			\$92.08	6060	ESL	Maintenance/Repair o
			\$870.88	6060	Office of Dean, Scie	Maintenance/Repair o

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 Date: 10/19/2007  
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Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	411399	\$3,448.07	\$153.98	6060	Duplicating Services	Maintenance/Repair o
			\$163.43	6060	Economic Development	Maintenance/Repair o
			\$1.54	6060	Practical Nursing	Maintenance/Repair o
			\$3.89	6060	Equip Replacement St	Maintenance/Repair o
			\$3.14	6060	WLAN Support	Maintenance/Repair o
			\$48.23	6060	Library	Maintenance/Repair o
			\$22.13	6060	Aging Services Admin	Maintenance/Repair o
			\$27.72	6060	Office of Exec Dean,	Maintenance/Repair o
			\$0.76	6060	Practical Nursing	Maintenance/Repair o
			\$78.63	6060	Continuing Ed, Nurse	Maintenance/Repair o
			\$12.13	6060	Student Support Serv	Maintenance/Repair o
			\$77.64	6060	Office of VP, Commnt	Maintenance/Repair o
			\$291.46	6060	Office of Dean, Scie	Maintenance/Repair o
			\$80.24	6060	Adult Basic Educatio	Maintenance/Repair o
			\$7.99	6060	Office of Exec Dean,	Maintenance/Repair o
			\$77.10	6060	Office of the Dir, P	Maintenance/Repair o
			\$6.77	6060	Chrysler Apprentice	Maintenance/Repair o
			\$347.17	6060	Office of Exec Dean,	Maintenance/Repair o
			\$51.81	6060	Equip Replacement In	Maintenance/Repair o
			\$359.64	6060	Chrysler Apprentice	Maintenance/Repair o
\$224.09	6060	Other General Instit	Maintenance/Repair o			
\$103.49	6060	Office of Exec Dean,	Maintenance/Repair o			
National Recoveries Inc	411422	\$3,826.79	\$3,138.18	6780	Office of Controller	Collection Agency Ex
			\$688.61	6780	Office of Controller	Collection Agency Ex
Nick Miller Construction	411429	\$28,000.00	\$28,000.00	7400	Grounds	Vehicles
Parature	411445	\$5,625.00	\$5,625.00	6265	Technical Update Equ	Software Service Agr
Pearson Education	411449	\$105,289.73	-\$336.82	6520	Bookstore - Ankeny	Purchases for Resale
			-\$832.50	6520	Bookstore - Ankeny	Purchases for Resale
			-\$741.64	6520	Bookstore - Ankeny	Purchases for Resale
			-\$4,483.67	6520	Bookstore - Ankeny	Purchases for Resale
			-\$448.20	6520	Bookstore - Ankeny	Purchases for Resale

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Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Pearson Education	411449	\$105,289.73	-\$448.20	6520	Bookstore - Ankeny	Purchases for Resale
			-\$448.20	6520	Bookstore - Ankeny	Purchases for Resale
			-\$448.20	6520	Bookstore - Ankeny	Purchases for Resale
			-\$93.50	6520	Bookstore - Ankeny	Purchases for Resale
			\$43,005.90	6520	Bookstore - Boone	Purchases for Resale
			\$19,627.00	6520	Bookstore - Boone	Purchases for Resale
			\$16,883.52	6520	Bookstore - Boone	Purchases for Resale
			\$5,294.50	6520	Bookstore - Boone	Purchases for Resale
			\$55.50	6520	Bookstore - Boone	Purchases for Resale
			\$1,200.00	6520	Bookstore - Boone	Purchases for Resale
			\$729.60	6520	Bookstore - Boone	Purchases for Resale
			\$1,878.00	6520	Bookstore - Boone	Purchases for Resale
			\$1,176.00	6520	Bookstore - Boone	Purchases for Resale
			\$4,569.95	6520	Bookstore - Boone	Purchases for Resale
			\$418.20	6230	Bookstore - Boone	Postage and Expediti
			\$3,955.00	6520	Bookstore - Boone	Purchases for Resale
			\$1,470.00	6520	Bookstore - Boone	Purchases for Resale
			\$7,307.86	6520	Bookstore - Ankeny	Purchases for Resale
\$4,600.13	6520	Bookstore - Ankeny	Purchases for Resale			
\$1,399.50	6520	Bookstore - Ankeny	Purchases for Resale			
POS Support LLC	411458	\$3,831.25	\$1,149.37	6265	Bookstore - Ankeny	Software Service Agr
			\$383.13	6265	Bookstore - Urban Ca	Software Service Agr
			\$383.13	6265	Bookstore - West Cam	Software Service Agr
			\$638.54	6265	Bookstore - Carroll	Software Service Agr
			\$638.54	6265	Bookstore - Boone	Software Service Agr
			\$638.54	6265	Bookstore - Newton	Software Service Agr
TriPoint Audio Technoligi	411524	\$13,650.00	\$3,400.00	6323	Equip Replacement Sc	Minor Equipment
			\$2,150.00	6323	Equip Replacement Sc	Minor Equipment
			\$8,100.00	6323	Equip Replacement Sc	Minor Equipment
United States Treasury	411531	\$116,451.17	\$116,451.17	2220	Fund 1 General Ledge	FICA Payable
Waste Mgmt of Iowa Corp.	411541	\$4,124.67	\$13.18	6269	Grounds	Other Services

Report: FWR 10  
 Date: 10/19/2007  
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Des Moines Area Community College  
 List of checks over \$2,500.00 from 21-SEP-2007 to 18-OCT-2007

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Waste Mgmt of Iowa Corp.	411541	\$4,124.67	\$195.24	6030	Custodial	Custodial Services
			\$3,339.33	6030	Custodial	Custodial Services
			\$440.64	6030	Physical Plant Opera	Custodial Services
			\$136.28	6030	Physical Plant Opera	Custodial Services
WW Norton and Co Inc	411554	\$2,760.00	\$2,760.00	6520	Bookstore - Ankeny	Purchases for Resale
Xerox Corp	411555	\$14,030.09	\$5,484.14	6060	Duplicating Services	Maintenance/Repair o
			\$3,400.76	6060	Duplicating Services	Maintenance/Repair o
			\$5,145.19	6060	Duplicating Services	Maintenance/Repair o
Iowa Comprehensive Human	411591	\$40,029.98	\$9,979.58	6019	WIA-Administration	Other Professional S
			\$30,050.40	6019	WIA-Youth	Other Professional S
			-----			
		REPORT TOTAL	\$4,350,249.75			





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

Date: November 12, 2007  
Page: 1

**ADDENDUM**      Human Resources Report

**I.      Early Retirement**

**A. Jameson, Donna**

Bookstore Specialist 1  
Ankeny Campus  
Effective: December 31, 2007  
Benefit Payment Equals \$17,890 to be paid in two equal payments

**B. Johnson, Mary**

Payroll Specialist  
Ankeny Campus  
Effective: December 31, 2007  
Benefit Payment Equals \$30,134 to be paid in two equal payments

**RECOMMENDATION**

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

Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

\* \* \* \* \*



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PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



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Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND ELECTRONIC DATA SYSTEMS CORPORATION

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

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

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

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

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

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

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

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

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

Passed and approved this 12th day of November, 2007.

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

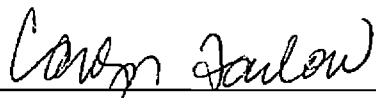
ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Electronic Data Systems Corporation, Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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



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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Electronic Data Systems Corp.  
3600 Army Post Road  
Des Moines, IA 50321

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

Electronic Data Systems Corp

Business

Authorized Signature

Type Name and Title

michael.syme@eds.com

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

11-12-7

Date

3600 Army Post Road

Des Moines, IA 50321

Address

October 11, 2007

Date

260F-4 (03/00)

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

~~Signature~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Electronic Data Systems Corporation  
Project #1**

June 7, 2006

**Training Plan and Budget  
For  
Electronic Data Systems**

**260F Project 1**

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

	<b>Cost</b>	<b>260F Cost</b>
I. Job Skill Training	\$28,088	\$20,500

A. Quality

Quality training may include, but is not limited to, Lean Operations, Lean for the office and Six Sigma training. Consulting and individual instruction may be included.

B. Computer Skills

The training may instruct employees on computer software and hardware systems. DMACC and/ or outside vendors may provide computer skills training that may include, but is not limited to, Excel, Access, Word and other software.

C. Language skills

Because employees may be non-native English speaking individuals, the company may need to offer training on basic English skills. The company may also train employees in languages other than English.

D. Sales Training

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

E. Professional and Technical Development

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

II.	Management Supervisory	\$1,000	\$750
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees. This could include, but is not limited to, a supervisory leadership training presented by DMACC.

III.	Materials and supplies	\$500	\$0
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Learning resources may be purchased for the training. These may include, but are not limited to, tapes, CD's, reference materials and audio visual equipment.

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

	Total	\$33,338	\$25,000
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Training will begin in June 2006 with completion anticipated June 2009. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.



## 6. TRAINING PLAN

I. Training start date. 6/7/06

II. Training end date. 6/7/09

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill	\$28,088	10	<b>VALUE OF WAGES &amp; BENEFITS:</b> \$6,500 <b>VALUE OF FACILITIES:</b> <b>VALUE OF EQUIPMENT:</b> <b>VALUE OF SUPPLIES:</b> <b>OTHER:</b> <b>TOTAL IN-KIND MATCH</b> \$6,500
Management/Supervisory	\$1,000	1	
Materials	\$500		
<b>TOTAL TRAINING COST</b>	<b>\$29,588</b>		

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

Business contribution above minimum program match?  Yes  No

5 points \_\_\_\_\_  
 Page subtotal \_\_\_\_\_

Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

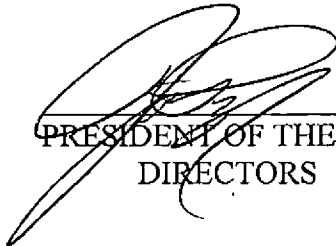
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

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

\* \* \* \* \*



\_\_\_\_\_

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

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

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

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

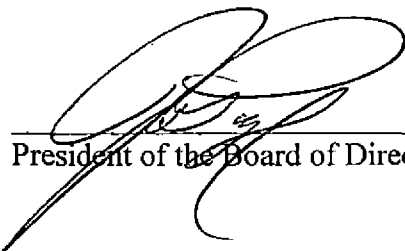
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.

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

ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

*Carolyn Farlow*  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Express Logistics, Inc., Waukee, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-



up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

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

### ARTICLE III PAYMENT AND SECURITY

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

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

### ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Express Logistics  
1125 SE Westbrooke Dr.  
Waukee, IA 50263

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

Express Logistics

Business

Authorized Signature

Type Name and Title

crubner@exp-logistics.com  
Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

11-12-7

Date

1125 SE Westbrooke Dr.

Waukee, IA 50263

Address

10/9/07

Date

260F-4 (03/00)

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

~~Signature~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Express Logistics, Inc.  
Project #2**

November 12, 2006

**Training Plan and Budget  
For  
Express Logistics**

**260F Project 2**

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

	<b>Cost</b>	<b>260F Cost</b>
I.    JOB SKILL TRAINING	\$20,000	\$16,000

A. Computer Skills

The training may instruct employees on computer software and computer hardware systems. DMACC and/ or outside vendors may provide computer skills training that may include, but is not limited to, Excel, Access, Word Cuba and Proship.

B. Customer Service Training

The company may train employees in customer service. This will help the employees to better serve customers.

C. Sales Training

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

D. Technical and Professional Training

The company may send employees to technical and professional classes offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit classes and continuing education courses.

E. Accounting Training

The company may send people to training on accounting.

II.	Management Supervisory	\$7,000	\$5,250
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.	Materials and supplies	\$2,588	\$0
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A training space may be built and learning resources may be purchased for a training facility. Resources may include, but are not limited to, reference materials and audio visual equipment.

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

	Total	\$33,338	\$25,000
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Training will begin in November 2006 with completion anticipated November 2009. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.



2-28-07



## 6. TRAINING PLAN

I. Training start date. 11/12/06

II. Training end date. 11/12/09

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill Training	\$20,000	6	<b>VALUE OF WAGES &amp; BENEFITS:</b> \$10,000 <b>VALUE OF FACILITIES:</b> <b>VALUE OF EQUIPMENT:</b> <b>VALUE OF SUPPLIES:</b> <b>OTHER:</b> <b>TOTAL IN-KIND MATCH</b> \$10,000
Management Supervisory	\$7,000	1	
Materials	\$2,588		
<b>TOTAL TRAINING COST</b>	<b>\$29,588</b>		

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

Business contribution above minimum program match?  Yes  No

5 points \_\_\_\_\_

Page subtotal \_\_\_\_\_

Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

\* \* \* \* \*



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PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



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Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND HEARTLAND CO-OP

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

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

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

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

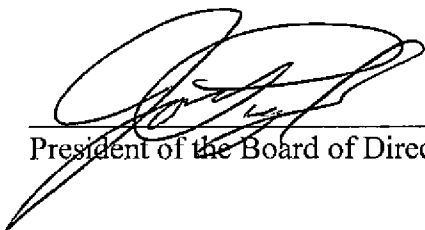
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.



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President of the Board of Directors

ATTEST:



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Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Heartland Co-op, West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

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

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
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Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Heartland Coop  
2829 Westown Parkway, Suite 340  
West Des Moines, IA 50266

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

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

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

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

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

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

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

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

Des Moines Area Community College

Heartland Coop

Community College

Business

Authorized Signature

Authorized Signature

Joe Pugh, Board President

Bill G. Chizek, Regulatory Compliance Mgr

Type Name and Title

Type Name and Title

bchizek@heartlandcoop.com

Email Address

2006 South Ankeny Blvd.

2829 Westown Parkway, Suite 340

Ankeny, IA 50023

West Des Moines, IA 50266

Address

Address

11-12-07

10-9-07

Date

Date

260F-4 (03/00)

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

~~Stanley D. Bala~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Heartland Co-op  
Project #3**

April 11, 2007

**Training Plan and Budget  
For  
Heartland Coop  
260F Project 3**

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

	Cost	260F Cost
I. JOB SKILL TRAINING	\$28,088	\$21,250

A. Safety

A DMACC safety consultant may work with the company to advise on the safety needs of the company.

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

B. Computer Training

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

C. Professional and Technical Development

The company may send employees to technical or professional training offered by DMACC or other vendors. The training may include, but is not limited to, seminars, workshops, conferences, credit courses and continuing education courses. Consulting may also be included.

III. MATERIALS AND SUPPLIES	\$1,500	\$0
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Learning resources may be purchased for the training library. These may include, but are not limited to, videos and CD-ROMs. Materials may also include A.V. equipment including, but not limited to, a television and VCR.

IV	ADMINISTRATIVE COSTS	\$3,750	\$3750
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DMACC will work with the company to identify needed resources.  
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

	Total	\$33,338	\$25,000
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Training will begin in April 2007 with completion anticipated April 2010. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.



B. What is the average hourly wage for all full-time employees?

18.42

Is this above average county/regional wage  yes  No

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

**6. TRAINING PLAN**

I. Training start date. 4/11/07

II. Training end date. 4/11/10

III. TOTAL UNDUPLICATED number of employees to be trained. 25

**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
Safety	\$27,088	25	VALUE OF WAGES & BENEFITS: \$13,000
Materials	\$1,500		VALUE OF FACILITIES:
Computer Training	\$1,000	3	VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$13,000
<b>TOTAL TRAINING COST</b>	<b>\$29,588</b>		

<b>Total Training Cost</b>		<b>\$29,588</b>
<b>Admin. Costs</b>	<b>+</b>	<b>\$3,750</b>
<b>Total Project Cost</b>	<b>equals</b>	<b>\$33,338</b>

Business contribution above minimum program match?  Yes  No

Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

\* \* \* \* \*



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PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



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Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND LA QUERCIA, 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 La Quercia, L.L.C. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

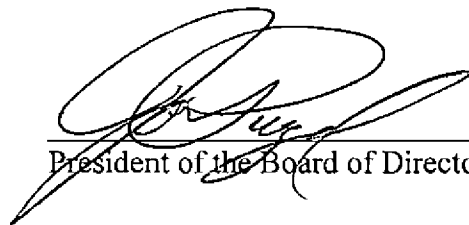
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.

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

ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

*Carolyn Farlow*  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and La Quercia, LLC, Norwalk, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: La Quercia LLC  
400 Hakes Drive  
Norwalk, Iowa  
50211

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Joe Reed, Board President

Type Name and Title

La Quercia LLC

Business

Authorized Signature

Herbert S. Echouse, Owner

Type Name and Title

herb@laquercia.us

Email Address

2006 South Ankeny Blvd.

400 Hakes Drive

Ankeny, IA 50023

Address

Normal, IA 50244

Address

11-12-7

Date

August 22, 2007

Date

260F-4 (03/00)

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

~~Herbert S. Echouse~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**La Quercia, LLC  
Project #3**

March 8, 2007

**La Quercia  
Training Plan Outline / Budget  
260F Project #2**

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

La Quercia will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. The organization will match the 260F training funds with a 25% cash match.

	Cost	260F Cost
<b>I. Job Skill Training</b>	<b>\$29,588</b>	<b>\$21,250</b>
A. <u>Equipment</u>		
Each employee will receive Train-the-Trainer instruction on the installation and operation of the Italian equipment in the Norwalk facility. The training will include the operation of equipment in the electronically controlled rooms. Train-the-Trainer will be conducted by an Italian trainer.		
B. <u>Product</u>		
Each employee will receive instruction on the product. This instruction will include selection and curing of prosciutto products for current employees and suppliers of the product. Training will be done by Italian trainers.		
<b>IV. Administrative Costs</b>	<b>\$3,750</b>	<b>\$3,750</b>
A. DMACC will work with the company to identify needed resources. DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$33,338</b>	<b>\$25,000</b>

The training will begin 3/8/07 with completion anticipated on 3/8//09. Upon receipt of proper documentation, 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.

A. How many permanent employees does the business currently employ?

Full-Time 8 Part-Time \_\_\_\_\_

What is the average hourly wage for all full-time employees? \$18.50

Is this above average county/regional wage  yes  No

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

**6. TRAINING PLAN**

I. Training start date. 3-8-07

II. Training end date. 3-8-09

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

**LIST OF TRAINING ACTIVITIES TO BE PROVIDED**

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each 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
Equipment training	\$15,000	6	VALUE OF WAGES & BENEFITS: \$8,338
Product Training	\$14,588		VALUE OF FACILITIES:
			VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$8,338
<b>TOTAL TRAINING COST</b>	\$29,588		



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

\* \* \* \* \*

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

Attest:

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

## RESOLUTION

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

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

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

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

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

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

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

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

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

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

Passed and approved this 12th day of November, 2007.

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

ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and MBS Genetics, L.L.C., Story City, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: MBS Genetics, L.L.C.  
225 West 1<sup>st</sup> Street  
Story City, IA 50248

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

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

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

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

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

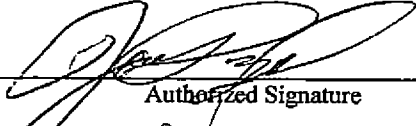
obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



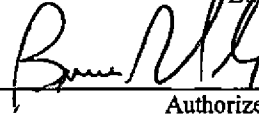
Authorized Signature

Joe Puard, Board President

Type Name and Title

MBS Genetics, L.L.C.

Business



Authorized Signature

Bruce Schwering, President

Type Name and Title

bschwering@mbsgenetics.com

Email Address

2006 South Ankeny Blvd.

225 W 1st St

Ankeny, IA 50023

Address

Story City, IA 50248

Address

11-12-7

Date

July 31, 2007

Date

260F-4 (03/00)

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

~~Brandon D. Duda~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**MBS Genetics, LLC  
Project #1**

June 1, 2007

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

**260F Project #1**

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

	<b>Total Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$22,650</b>	<b>\$19,250</b>

The following activities are intended to assist employees of MBS Genetics to improve their knowledge and practice of ISO, Computer Skills, Leadership skills, Professional Skill Development, Sales and Customer Service, Quality training, Continuous Improvement, and Safety skills:

- Classes, seminars, and training for ISO training. May include Auditor Training as well as Root Cause Analysis.
- 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, project management, time management, coaching and counseling, and/or negotiation skills.

MBS Genetics (continued)

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

	<b>Total Cost</b>	<b>260F Cost</b>
<b>II. Supervisory Skills</b>	<b>\$7,000</b>	<b>\$2,000</b>
· Classes, seminars, and training to develop the organization's leadership. Providers of training may include DMACC and/or other outside vendors. Training may include, but is not limited to, presentation skills, listening skills, negotiation skills, conflict management skills, communication skills, time management, project management, coaching and counseling, strategic planning and/or leadership development.		

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

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

Training will begin on June 1, 2007 with completion anticipated for June 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. 6/1/2007

II. Training end date. 6/1/2010

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
ISO Training	\$7,000	7	VALUE OF WAGES & BENEFITS: VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH
Safety Training	\$5,000	10	
Management Training	\$7,000	5	
Computer Skills Training	\$3,000	5	
Professional Skill Development	\$3,000	10	
Sales and Customer Service Training	\$2,000	5	
Continuous Improvement Training	\$2,650	10	
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

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

Business contribution above minimum program match?  Yes  No



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

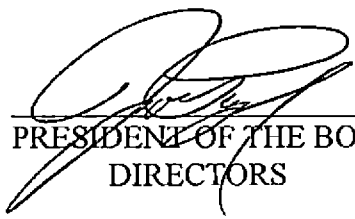
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

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

\* \* \* \* \*

  
\_\_\_\_\_  
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 PHOENIX COMMUNICATIONS, LLC

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

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

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

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

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

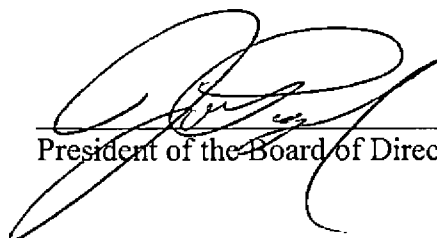
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.



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President of the Board of Directors

ATTEST:



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Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Phoenix Communications, LLC, Clive, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax. *Employers are 1099.*
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Phoenix Communication  
10576 Forest Ave  
Clive, IA 50325

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

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

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

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

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

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

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

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

Des Moines Area Community College

Phoenix Communication

Community College

Business

Authorized Signature

Authorized Signature

Type Name and Title

Type Name and Title

Email Address

2006 South Ankeny Blvd.

10576 Forest Ave

Ankeny, IA 50023

Clive, IA 50325

Address

Address

11-12-07

9/12/07

Date

Date

260F-4 (03/00)

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

~~Brandon D. Smith~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Phoenix Communications, LLC  
Project #1**

May 26, 2006

**Training Plan and Budget  
For  
Phoenix Communication**

**260F Project 1**

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

	Cost	260F Cost
I. Job Skill Training	\$28,088	\$20,500

A. Job Specific Training

The company may train its employees in job specific skills. The training subjects may include, but is not limited to, product knowledge, order entry and commissions reporting.

B. Sales Training

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

C. Computer Skills

The training may instruct employees on computer software and computer hardware systems. Instruction may include, but is not limited to, Excel, Access, Word and other software

D. Professional and Technical Development

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

II.	Management Supervisory	\$1000	\$750
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.	Materials and supplies	\$500	\$0
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Learning resources may be purchased for the training. These may include, but are not limited to, tapes, CD's, reference materials and audio visual equipment.

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

	Total	\$33,338	\$25,000
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Training will begin in May 2006 with completion anticipated May 2009. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis

## 6. TRAINING PLAN

I. Training start date. 5/26/06

II. Training end date. 5/26/09

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill Training	\$28,088	5	VALUE OF WAGES & BENEFITS: \$1,200 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH \$1,200
Management/Supervisory	\$1,000	1	
Materials	\$500		
<b>TOTAL TRAINING COST</b>	<b>\$29,588</b>		

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

Business contribution above minimum program match?  Yes  No

5 points

Page subtotal \_\_\_\_\_

\_\_\_\_\_



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

\* \* \* \* \*

  
\_\_\_\_\_  
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 AMERICAN HOME SHIELD CORPORATION

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

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

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

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

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

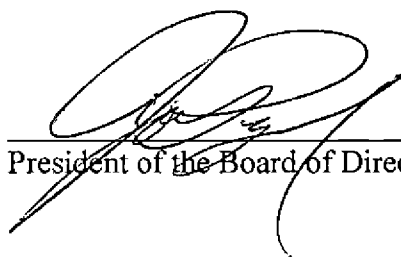
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.

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

ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

Carolyn Farlow  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and American Home Shield Corporation, Carroll, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: American Home Shield  
1524 Highway 30 East  
Carroll, IA 51401

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 taken in the manner and to the full extent permitted by law.

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

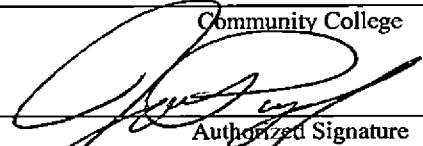
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

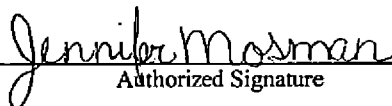
Community College

American Home Shield

Business



Authorized Signature



Authorized Signature

Joe Puzel, Board President

Type Name and Title

Jennifer Mosman/T&D Manager

Type Name and Title

jeason@ahslink.com

Email Address

2006 South Ankeny Blvd.

1524 Hwy 30 E

Ankeny, IA 50023

Address

Carroll, IA 51401

Address

11-12-7

Date

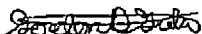
October 11, 2007

Date

260F-4 (03/00)

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

~~Signature~~ 

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**American Home Shield Corporation  
Project #3**

July 15, 2007

**Training Plan And Budget  
For  
American Home Shield**

**260F Project #3**

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

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

The following activities are intended to assist employees of American Home Shield to improve their knowledge and practice of Computer Skills Training, Management/Supervisory training, Sales and Customer Service training, Technical Skills training, Continuous Improvement training, and Professional skill development:

- Classes, seminars, and training for software and business system training as it relates to American Home Shield's business. May include software and Microsoft products training.
- Training, classes, and/or seminars to help develop Professional Skills. May include time management, project management, safety, negotiation skills, new employee training, and/or coaching and counseling.
- DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.

## American Home Shield (continued)

- Classes, seminars, and training sessions to provide sales and customer service training to American Home Shield employees to help grow the business and create satisfied customers.
- DMACC and/or outside vendors to provide technical skills training. Instruction may include HVAC and/or Principles of Electricity I, II and III.
- DMACC and/or outside vendors to provide training and/or consulting as it relates to continuous improvement. Classes such as Workplace Lean, Lean 101, Value Stream Mapping, and/or Kaizen may be included.

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

#### IV. DMACC Project Management Fee

	\$ 3,750	\$ 3,750
--	----------	----------

<b>Totals:</b>	<b>\$33,400</b>	<b>\$25,000</b>
----------------	-----------------	-----------------

Training will begin on July 15, 2007 with completion anticipated for July 15, 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. 7/15/07

II. Training end date. 7/15/10

III. TOTAL UNDUPLICATED number of employees to be trained. 150

### 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
Management/Supervisory Training	\$2,000	10	<b>VALUE OF WAGES &amp; BENEFITS:</b> \$57,236 <b>VALUE OF FACILITIES:</b> <b>VALUE OF EQUIPMENT:</b> <b>VALUE OF SUPPLIES:</b> <b>OTHER:</b> <b>TOTAL IN-KIND MATCH</b> \$57,236
Sales and Customer Service Training	\$5,000	20	
Computer Skills Training	\$15,000	120	
Technical Skills Training	\$6,000	20	
Professional Skill Development	\$1,000	15	
Continuous Improvement Training	\$650	20	
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

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

Business contribution above minimum program match?  Yes  No



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

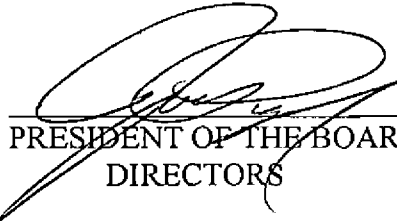
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

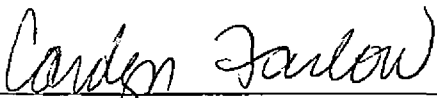
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>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

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

\* \* \* \* \*

  
\_\_\_\_\_  
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 PEERLESS SUPPLY, 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 Peerless Supply, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

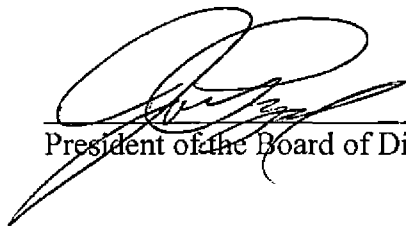
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.



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

ATTEST:



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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Peerless Supply, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

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

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

### ARTICLE III PAYMENT AND SECURITY

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

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

### ARTICLE IV CONTRACT MODIFICATION

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: Peerless Supply, Inc.

1701 Guthrie Ave.

Des Moines, IA 50316

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

Peerless Supply, Inc.

Community College

Business

Authorized Signature

Authorized Signature

Type Name and Title

Type Name and Title

Email Address

2006 South Ankeny Blvd.

1701 Guthrie Ave.

Ankeny, IA 50023

Des Moines, IA 50316

Address

Address

Date

Date

260F-4 (03/00)

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

*Standard Data*

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Peerless Supply, Inc.  
Project #2**

February 1, 2006

**Training Plan And Budget  
For  
Peerless Supply, Inc.**

**260F Project #2**

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

	<b>Total Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$23,250</b>	<b>\$18,250</b>

The following activities are intended to assist employees of Peerless Supply, Inc. to improve their knowledge and practice of Software and Business System training, Management/Supervisory training, Sales and Customer Service training, Product training, Continuous Improvement training, and Professional skill development:

- Classes, seminars, and training for software and business system training as it relates to Peerless Supply's business. May include Microsoft products training.
- Conventions, classes, seminars, and training, which will provide information on the products Peerless distributes and services that it provides to its customers.
- Training, classes, and/or seminars to help develop Professional Skills. May include time management, project management, safety, negotiation skills, sexual harassment, new employee training, coaching and counseling, and/or accounting practices.

Peerless Supply, Inc. (continued)

- Classes, seminars, and training sessions to provide sales and customer service training to Peerless employees to help grow the business and create satisfied customers.
- DMACC and/or outside vendors to provide training and/or consulting as it relates to continuous improvement. Classes such as Lean 101, Value Stream Mapping, and/or Kaizen may be included.

	<b>Total Cost</b>	<b>260F Cost</b>
<b>II. Supervisory Skills</b>	<b>\$6,400</b>	<b>\$3,000</b>
· DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.		

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

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

Training will begin on February 1, 2006 with completion anticipated for February 1, 2009. 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.	<u>2/1/06</u>	
II. Training end date.	<u>2/1/09</u>	
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>20</u>	

### 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
Product Training	\$7,000	10	<b>VALUE OF WAGES &amp; BENEFITS:</b> \$52,032 <b>VALUE OF FACILITIES:</b> <b>VALUE OF EQUIPMENT:</b> <b>VALUE OF SUPPLIES:</b> <b>OTHER:</b> <b>TOTAL IN-KIND MATCH</b> \$52,032
Sales and Customer Service Training	\$5,000	10	
Computer Skills Training	\$2,000	5	
Management/Supervisory Training	\$6,400	5	
Professional Skills Training	\$5,000	10	
Continuos Improvement/Lean Operations	\$4,250	20	
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

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

Business contribution above minimum program match?  Yes  No



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

\*\*\*\*\*

  
\_\_\_\_\_  
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 MJM HOLDINGS, INC. D/B/A SPECK USA 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 MJM Holdings, Inc. d/b/a Speck USA Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

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

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

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

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

Passed and approved this 12th day of November, 2007.

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

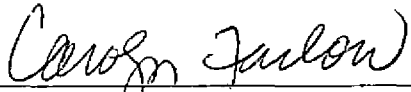
ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Speck USA, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

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

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

### ARTICLE III PAYMENT AND SECURITY

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

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

### ARTICLE IV CONTRACT MODIFICATION

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: MJM Holdings dba Speck USA, Inc.  
3381 South 42<sup>nd</sup> Street  
West Des Moines, IA 50321

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 taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



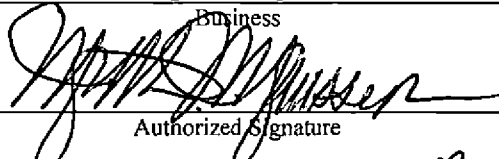
Authorized Signature

Joe Prager, Board President

Type Name and Title

MJM Holdings dba Speck USA, Inc.

Business



Authorized Signature

MATTHEW J. MAUSSER, President

Type Name and Title

mjm@speckusa.com

Email Address

2006 South Ankeny Blvd.

3381 South 42nd Street

Ankeny, IA 50023

Address

West Des Moines, IA 50321

Address

11-12-7

Date

10/10/07

Date

260F-4 (03/00)  
q:\edg\shared\260f forms\260f training contract.doc[Date&Time:08/26/96:4:36:48 PM]  
Approved as to Form 08/26/96 by DMACC General Counsel

~~Signature~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Speck USA, Inc.  
Project #1**

February 15, 2007

**Training Plan and Budget  
For  
Speck USA, Inc**

**260F Project 1**

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

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

	Cost	260F Cost
I. Job Skill Training	\$27,588	\$20,500

A. Construction

Areas of instruction may include, but is not limited to, new product installation, decorative concrete and countertop installation. Instruction may also include tradeshow and conferences.

B. Safety

Areas of instruction may include, but is not limited to, 10 and 30-hour OSHA, driving classes, fire safety, material storage, machine guarding, and lifting techniques.

C. Computer Skills

DMACC and/ or outside vendors may provide computer skills training that may include, but is not limited to, Excel, Access, and Word

D. Technical and Professional Training

The company may send employees to technical and professional classes offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit classes and continuing education courses. Consulting may also be included.

E. English as a second language

Because employees may be non-native English speaking individuals, the company may need to offer training on basic English skills. Training may also include instruction in foreign languages.

II. Management Supervisory \$1,000 750

The company may be sending one or more of their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III. Materials and supplies \$1,000 0

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

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

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

Total \$33,338 \$25,000

Training will begin in February 2007 with completion anticipated February 2010. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. 2/15/07

II. Training end date. 2/15/10

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill	\$27,588	7	VALUE OF WAGES & BENEFITS: <span style="float: right;">\$2,750</span> VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH <span style="float: right; border: 1px solid black; padding: 2px;">\$2,750</span>
Management Supervisory	\$1,000	1	
Materials	\$1,000		
<b>TOTAL TRAINING COST</b>	<b>\$29,588</b>		

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

Business contribution above minimum program match?  Yes  No

5 points \_\_\_\_\_  
 Page subtotal \_\_\_\_\_



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

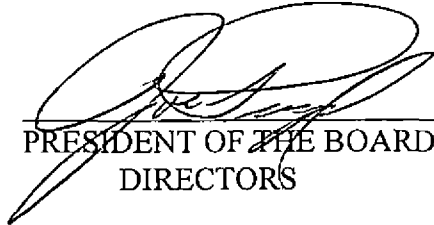
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

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

\*\*\*\*\*



\_\_\_\_\_  
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 NETWORKS, 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 NetWorks, 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:**

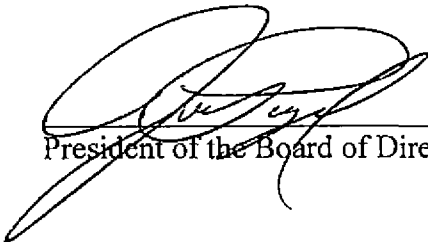
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Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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

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

Passed and approved this 12th day of November, 2007.

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

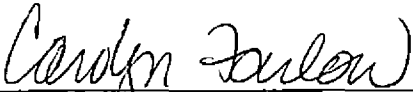
ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and NetWorks, Inc., West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: NetWorks, Inc.  
2045 Grand Avenue, Suite F  
West Des Moines, IA 50265

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

NetWorks, Inc.

Business

Authorized Signature

Chris Larson - President

Type Name and Title

chris@networks-inc.com

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

Date

2045 Grand Avenue, Suite F

West Des Moines, IA 50265

Address

Date

260F-4 (03/00)

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

~~Section 7.6~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**NetWorks, Inc.  
Project #1**

November 2, 2006

**Training Plan and Budget  
For  
NetWorks, Inc**

**260F Project 1**

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

	<b>Cost</b>	<b>260F Cost</b>
I. Job Skill Training	\$27,588	\$20,500

A. Computer Skills

The training may instruct employees on computer software and computer hardware. Instruction may include, but is not limited to, training on new operating systems, computer programming, networking, maintenance and new product training.

B. Sales Training

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

C. Professional and Technical Development

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

D. Productivity and Lean Operations

Training may include, but is not limited to lean operations and productivity improvement. Consulting may be included.

II. Management Supervisory	\$1,000	\$750
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.	Materials and supplies	\$1,000	\$0
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Learning resources may be purchased for training. These may include, but are not limited to, technical manuals, DVDs, videos, audio visual equipment, a data projector, a computer and computer software.

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

	Total	\$33,338	\$25,000
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Training will begin in November 2006 with completion anticipated November 2009. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. 11/2/06

II. Training end date. 11/2/09

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill Training	\$27,588	7	VALUE OF WAGES & BENEFITS: <span style="float: right;">\$16,800</span> VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH <span style="float: right;">\$16,800</span>
Management/Supervisory	\$1,000	1	
Materials	\$1,000		
<b>TOTAL TRAINING COST</b>	<b>\$29,588</b>		

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

Business contribution above minimum program match?  Yes  No

5 points \_\_\_\_\_

Page subtotal \_\_\_\_\_



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

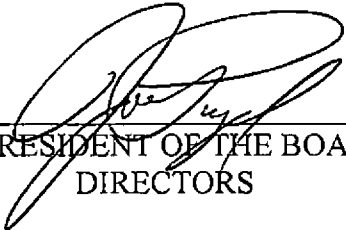
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

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

\* \* \* \* \*

  
\_\_\_\_\_  
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 PRODUCT DEVELOPMENT PARTNERS, L.L.C.

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

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

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$4,999; and

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

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

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

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

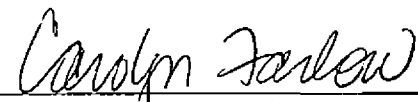
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 12th day of November, 2007.

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


ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Product Development Partners, L.L.C., Newton, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

### ARTICLE III PAYMENT AND SECURITY

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

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

### ARTICLE IV CONTRACT MODIFICATION

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

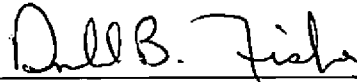

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Product Development Partners, LLC

Community College

Business



Authorized Signature

Authorized Signature

Soe Pugel, Board President

DONALD B. FISHER MANAGER

Type Name and Title

Type Name and Title

donfisher@iowatelecom.net

Email Address

2006 South Ankeny Blvd.

1714 North 4th Ave East

Ankeny, IA 50023

Newton, IA 50208

Address

Address

11-12-7

10/09/2007

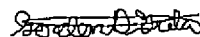
Date

Date

260F-4 (03/00)

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



**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Product Development Partners LLC.  
Project #1**

May 11, 2007

**Training Plan and Budget  
For  
Product Development Partners, LLC**

**260F Project 1**

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

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

	Cost	260F Cost
I. Job Skill Training	\$1,547	\$1,547
A. Manufacturing The company will be sending employees to CNC, CADD and EDM training. Other areas of instruction may include, but are not limited to, engineering classes, seminars and credit classes.		
B. Business Training The company may train employees in business skills. Training may include, but is not limited to, business operations, accounting and business law. Consulting may be included.		
C. Professional and Technical Development The company may send employees to technical or professional training offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit courses and continuing education courses. Consulting may also be included.		
D. 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, Excel, Access and Word.		

II.	Management Supervisory	\$2,500	\$2,500
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.	Materials and supplies	\$300	\$300
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Learning resources may be purchased for the training library. These may include, but are not limited to, textbooks, manuals, videos and software.

IV	Administrative costs	\$652	\$652
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DMACC will work with the company to identify needed resources.  
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

	Total	\$4,999	\$4,999
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Training will begin in May 2007 with completion anticipated May 2009. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. 5/11/07

II. Training end date. 5/11/09

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

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill	\$1,547	2	VALUE OF WAGES & BENEFITS: \$2,800 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH: <span style="border: 1px solid black; padding: 2px;">\$2,800</span>
Management/Supervisory	\$2,500	1	
Materials	\$300		
<b>TOTAL TRAINING COST</b>	<b>\$4,347</b>		

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

Business contribution above minimum program match?  Yes  No

5 points \_\_\_\_\_

Page subtotal \_\_\_\_\_



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and International Pipe Machinery Corporation d/b/a Quinn Machine and Foundry Corp. 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 International Pipe Machinery Corporation d/b/a Quinn Machine and Foundry Corp." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

\* \* \* \* \*

  
\_\_\_\_\_  
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 INTERNATIONAL PIPE MACHINERY CORPORATION D/B/A QUINN MACHINE AND FOUNDRY CORP.

**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 International Pipe Machinery Corporation d/b/a Quinn Machine and Foundry Corp. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

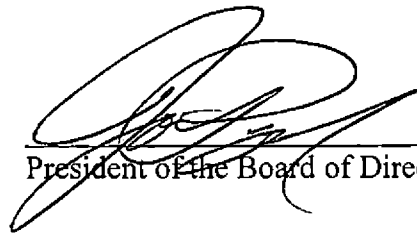
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.

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

ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

Carolyn Farlow  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Quinn Machine and Foundry Corp., Boone, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

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

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Quinn Machine and Foundry  
1518 E 12<sup>th</sup> St.  
Boone, IA 50036

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,

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

Besser/Quinn Machine & Foundry

Community College

Business

Authorized Signature

Authorized Signature

Type Name and Title

Type Name and Title

ttullis@besser.com

Email Address

2006 South Ankeny Blvd.

1518 E 12th Street

Ankeny, IA 50023

Boone, IA 50036

Address

Address

11-12-7

Date

4/16/2007

Date

260F-4 (03/00)

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

~~Signature~~

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**Quinn Machine and Foundry Corp.  
Project #2**

January 1, 2007

**Training Plan and Budget  
For  
Quinn Machine and Foundry Corp.**

**260F Project #2**

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

	<b>Total Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$30,000</b>	<b>\$21,250</b>

The following activities are intended to assist employees of Quinn Machine and Foundry to improve their knowledge and practice of Continuous Improvement, Safety, Professional Skill Development, Management and Supervisory training, and New Employee Training:

- DMACC and/or outside vendors to provide training in Continuous Improvement in order to help the company to become more efficient and productive. Classes may include Lean 101, 5S, Value Stream Mapping, Principles of Manufacturing, Cell Flow Manufacturing, Pull/Kanban Systems, Set-Up Reduction, and Total Productive Maintenance.
- Classes or seminars to provide safety related training to help Quinn promote a safe work environment. Topics may include Hazmat, CPR and First Aid, OSHA, and/or fire extinguisher training.

Quinn Machine and Foundry Corp. (continued)

- DMACC and/or outside vendors to provide training related to new employee training. May include the creation of a new hire video or new hire orientation program.
- Instruction to be provided by DMACC and/or outside vendors as it relates to Management and Supervisory training. May include time management, project management, coaching and counseling, conflict resolution, and/or leadership training.
- Quinn may also pursue professional skill development. This may include computer skills training, presentation skills, project management, time management, communication skills, etc.

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

**IV. DMACC Project Management Fee**

**\$ 3,750                      \$ 3,750**

**Totals:                              \$33,750                      \$25,000**

Training will begin on January 1, 2007 with completion anticipated for January 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.	<u>1/1/07</u>	
II. Training end date.	<u>1/1/10</u>	
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>15</u>	

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Lean Operations and Continuous Improvement	\$10,000	15	VALUE OF WAGES & BENEFITS: <span style="float: right;">\$42,920</span> VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH <span style="float: right;">\$42,920</span>
Safety Training	\$5,000	10	
New Hire Training	\$7,000	2	
Management/Supervisory Training	\$5,000	5	
Professional Skill Development	\$3,000	5	
<b>TOTAL TRAINING COST</b>	<b>\$30,000</b>		

<b>Total Training Cost</b>		<b>\$30,000</b>
<b>Admin. Costs</b>	<b>+</b>	<b>\$3,750</b>
<b>Total Project Cost</b>	<b>equals</b>	<b>\$33,750</b>
<b>Company Cash Match</b>	<b>-</b>	<b>\$8,750</b>
<b>IDED Award Amount</b>	<b>equals</b>	<b>\$25,000</b>
<i>(Maximum Award \$25,000)</i>		

Business contribution above minimum program match?  Yes  No



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

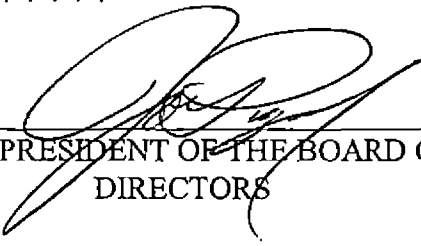
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked=""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

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

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

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

\*\*\*\*\*

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

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

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

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

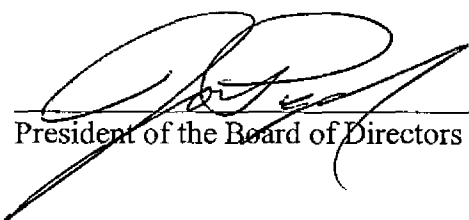
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 12th day of November, 2007.

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

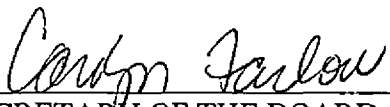
ATTEST:

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

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

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

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and SPAL-USA, Inc., Ankeny, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

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

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

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

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

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

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

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-

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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

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

### ARTICLE IV CONTRACT MODIFICATION

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, IA 50023

Employer: Spal USA  
1731 SE Oralabor Road  
Ankeny, IA 50021

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Pugh, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

11-12-07

Date

Spal USA

Business



Authorized Signature

Anne K Barnes, CFO

Type Name and Title

abarnes@spalusa.com

Email Address

1731 SE Oralabor Rd

Ankeny, IA 50021

Address

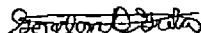
10/12/07

Date

260F-4 (03/00)

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Approved as to Form 08/26/96 by DMACC General Counsel



**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**SPAL-USA, Inc.  
Project #1**

October 23, 2006

**Training Plan and Budget  
For  
Spal USA  
260F Project #1**

The following Training Plan reflects the expected training activities for Spal USA. 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 Spal USA staff with assistance from a DMACC Training Consultant and is intended to assist employees to improve their knowledge and practice of engineering, software and business systems, sales and customer service, continuous improvement, and professional skill development. The Training Plan and Budget are as follows.

		<u>Cost</u>	<u>260F Cost</u>
I.	<b>Job Skill Training</b>	<b>\$26,650</b>	<b>\$19,250</b>

DMACC and /or outside vendors will provide training that may include, but is not limited to, job skills training in the following areas:

- Engineering courses, seminars, on-site consulting, and training for software and business systems as it relates to Spal USA's business. May include Microsoft products training, Windows Sharepoint Services, Can Bus, Pro-E, Solid Works, Lab View, and web development.
- Conventions, classes, seminars, and training, on Information Technology which will provide expertise on the products Spal USA distributes and services that it provides to its customers. Training may include customs coordinator training, Crystal Reports/SQL reporting, Cisco Phone training, IT warehouses and Radio Beacon.
- Classes, seminars, and training sessions to provide sales and customer service training to Spal USA employees to help grow the business and create satisfied customers.
- Continuous improvement – Lean operations

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or Spal USA's cash match.

<b>II. Management/Supervisory Skills</b>	<b>\$2,000</b>	<b>\$2,000</b>
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Training, classes, and/or seminars to help develop professional skills. May include time management, basic supervisory skills, communication and customer service.

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or Spal USA's cash match.

<b>III. Materials and Supplies</b>	<b>\$1,000</b>	<b>\$0</b>
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Learning resources may be purchased for the training. These may include, but are not limited to, tapes, DCs Reference materials and audio visual equipment.

<b>IV. Administrative Costs</b>	<b>\$3,750</b>	<b>\$3,750</b>
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DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

<b>Total</b>	<b>\$33,400</b>	<b>\$25,000</b>
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The training began 10-23-06 with completion anticipated 10-23-08 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.

What is the average hourly wage for all full-time employees? \$23.50

Is this above average county/regional wage  yes  No

Check appropriate box(es) for business provided benefits. Health  Other

### 6. TRAINING PLAN

I. Training start date. 10-23-06

II. Training end date. 10-23-08

III. TOTAL UNDUPLICATED number of employees to be trained. 10

#### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Engineering	\$7,350	5	VALUE OF WAGES & BENEFITS: \$22,560 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH \$22,560
Computer Skills	\$3,000	4	
Information Technology	\$11,300	4	
Supervisory/Management	\$2,000	2	
Continuous Improvement/ Lean Operations	\$3,000	2	
Sales and Customer Service	\$2,000	6	
Materials	\$1,000		
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Creative Werks, 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 Creative Werks, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*



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PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



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Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CREATIVE WERKS, 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 Creative Werks, 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 \$15,000; and

WHEREAS, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

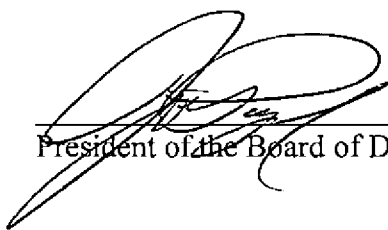
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2007.



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President of the Board of Directors

ATTEST:



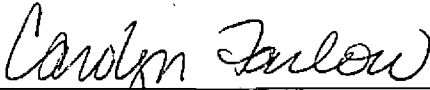
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Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK        )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Creative Werks, L.C., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound.

This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$15,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### ARTICLE IV CONTRACT MODIFICATION

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".



**ARTICLE V**  
**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI**  
**EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, IA 50023

Employer: Creative Werks, Inc.  
1434 E. Fleming Ave.  
Des Moines, IA 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,

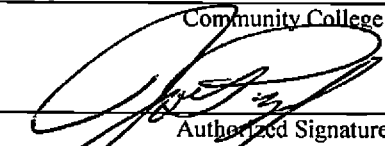
obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

Community College



Authorized Signature

Joe Puzel, Board President

Type Name and Title

Creative Werks, Inc.

Business



Authorized Signature

Cristina Folkestad, President

Type Name and Title

Crisf@creativewerksinc.com

Email Address

2006 South Ankeny Blvd.

1434 E. Fleming Ave

Ankeny, IA 50023

Address

Des Moines IA 50313

Address

11-12-7

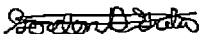
Date

Date

260F-4 (03/00)

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Approved as to Form 08/26/96 by DMACC General Counsel



**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Creative Werks, L.C.  
Project #1**

August 1, 2006

**Training Plan And Budget  
For  
Creative Werks, Inc.**

**260F Project #1**

The following Training Plan reflects the expected training activities for Creative Werks, Inc. The company will document the names and social security numbers of the employees who receive training, and will keep track of the specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

	<b>Total Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$17,750</b>	<b>\$12,750</b>
The following activities are intended to assist employees of Creative Werks to improve their knowledge and practice of safety training, management training, computer software training, technical skills training, sales and customer service training, professional skill development, and continuous improvement training:		
<ul style="list-style-type: none"><li>· DMACC and/or outside vendors to provide safety related training to help Creative Werks promote a safe work environment. Topics may include OSHA compliance training</li><li>· Creative Werks to receive training that relates to Lathe and Mill. May include Mastercam classes, Haas basic and advanced mill and lathe training, Vertical Mill Operation, and Basic Lathe Operation.</li><li>· DMACC and/or outside vendors to provide training in the areas of sales and customer service. May include sessions that focus on gaining and retaining customers and exceeding expectations.</li><li>· DMACC and/or outside vendors to provide Quality training. May include classes, seminars, consulting, and/or training as it relates to quality. May include TS16949 certification.</li><li>· DMACC and/or outside vendors to provide Continuous Improvement training and/or consulting to Creative Werks. May include classes, seminars, consulting, and training as it relates to continuous improvement and Lean operations.</li></ul>		

Creative Werks, Inc. (continued)

- Classes, seminars, and training for software and business system training as it relates to Creative Werk's business. May include Microsoft products training, buying and selling on eBay, designing and creating web pages, Dreamweaver, FrontPage, an/or Quickbooks.
- DMACC and/or outside vendors to provide training in the areas of sales and customer service. May include sessions that focus on gaining and retaining customers and exceeding expectations.
- Creative Werks to receive training as it relates to professional skill development. Topics may include communication skills, time management, and project management. May also include training on taxes, Digital Camera operation, C.Cook Advanced Metal Fabrication, Worker's Compensation, and/or marketing your business on the internet.

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or will be considered cash match by the company.

**IV. DMACC Project Management Fee**

	<b>\$2,250</b>	<b>\$2,250</b>
<b>Totals:</b>	<b>\$20,000</b>	<b>\$15,000</b>

Training will begin on August 1, 2006 with completion anticipated for August 1, 2009. 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. 8/1/06

II. Training end date. 8/1/09

III. TOTAL UNDUPLICATED number of employees to be trained. 5

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Lathe and Mill Training	\$4,000	3	<b>VALUE OF WAGES &amp; BENEFITS:</b> \$15,625 <b>VALUE OF FACILITIES:</b> <b>VALUE OF EQUIPMENT:</b> <b>VALUE OF SUPPLIES:</b> <b>OTHER:</b> <b>TOTAL IN-KIND MATCH</b> \$15,625
Computer Hardware and Software Training	\$3,000	3	
Professional Skill Development	\$3,000	1	
Safety Training	\$2,000	5	
Sales and Customer Service	\$1,650	2	
Lean and Continuous Improvement	\$1,100	5	
Management and Leadership Training	\$1,000	1	
Quality Training	\$2,000	5	
<b>TOTAL TRAINING COST</b>	<b>\$17,750</b>		

<b>Total Training Cost</b>		<b>\$17,750</b>
<b>Admin. Costs</b>	<b>+</b>	<b>\$2,250</b>
<b>Total Project Cost</b>	<b>equals</b>	<b>\$20,000</b>
<b>Company Cash Match</b>	<b>-</b>	<b>\$5,000</b>
<b>IDED Award Amount</b>	<b>equals</b>	<b>\$15,000</b>
<b>(Maximum Award \$25,000)</b>		

Business contribution above minimum program match?  Yes  No



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

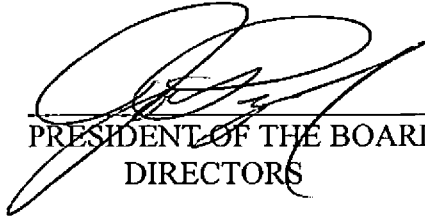
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Lennox Industries Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Training Contract between the College and Lennox Industries Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*



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PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



---

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 LENNOX INDUSTRIES INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development ("IDED"); and

WHEREAS, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Lennox Industries Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

WHEREAS, an Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values

Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2007.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Lennox Industries, Inc., Urbandale, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and

all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. The Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".



**ARTICLE V**  
**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI**  
**EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) The Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, IA 50023-3993

Employer: Lennox Industries, Inc.  
4301 121 Street  
Urbandale, IA 50323

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation,

obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Puzel, Board President

Type Name and Title

Lennox Industries, Inc.

Business

Authorized Signature

Corey Larsen, NAPC Operations Manager

Type Name and Title

corey.larsen@lennoxind.com

Email Address

2006 South Ankeny Blvd.

4301 121 Street

Ankeny, IA 50023-3993

Address

Urbandale, IA 50323

Address

11-12-07

Date

10/8/07

Date

260F-4 (03/00)

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Approved as to Form 08/26/96 by DMACC General Counsel

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**Lennox Industries, Inc.  
Project #3**

August 30, 2007

**Training Plan and Budget  
For  
Lennox Industries Inc.**

**GIVF Project 1**

The following Training Plan reflects the expected training activities for Lennox. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will submit for reimbursement as the training progresses.

	<b>Cost</b>	<b>260F Cost</b>
I. Job Skills Training	\$28,088	\$20,250

A. Lean Operations

The company may do a lean manufacturing assessment. Training may include, but is not limited to, lean manufacturing and lean for the office. Consulting and instruction on implementation may also be included

B. Safety

Areas of instruction include, but are not limited to, MSDS, fire safety, material storage, machine guarding, ladders, lifting techniques, P.P.E., confined space, lockout/tagout, electrical safety, national electric code, HAZCOM and housekeeping. Assistance and consultation with compliance of OSHA regulations may also be included.

C. 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, Excel, Access, CAD and Word.

D. Maintenance Training

Maintenance training may include, but is not limited to, math for technicians, electrical, programmable logic controllers, print reading, troubleshooting, and welding.

E. Customer Service Training

The company may train employees in customer service. This will help the employees to better serve customers. DMACC or an outside vendor may provide the training.

F. Technical Training and Professional Development

The company may send employees to classes offered by DMACC or other vendors. The training may include seminars, workshops, credit courses, customized courses and continuing education courses. Consulting may also be included.

II.	Management Supervisory	\$1,000	\$1,000
-----	------------------------	---------	---------

The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees. This could, but is not limited to, a supervisory leadership series presented by DMACC.

III.	Materials and supplies	\$500	\$0
------	------------------------	-------	-----

Learning resources may be purchased for the training library. These may include, but are not limited to, literature and videos on safety and technical subjects. Materials may also include audio visual equipment.

IV	Administrative costs	\$3,750	\$3,750
----	----------------------	---------	---------

DMACC will work with the company to identify needed resources. DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

	Total	\$33,338	\$25,000
--	-------	----------	----------

Training will begin in August 2007 with completion anticipated August 2009. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date.	<u>8/30/07</u>	
II. Training end date.	<u>8/30/09</u>	
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>15</u>	

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill	\$28,088	15	VALUE OF WAGES & BENEFITS: \$4,500
Supervisory/Management	\$1,000	1	VALUE OF FACILITIES:
Training Materials	\$500		VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$4,500
<b>TOTAL TRAINING COST</b>	<b>\$29,588</b>		

<b>Total Training Cost</b>		<b>\$29,588</b>
<b>Admin. Costs</b>	<b>+</b>	<b>\$3,750</b>
<b>Total Project Cost</b>	<b>equals</b>	<b>\$33,338</b>
<b>Company Cash Match</b>	<b>-</b>	<b>\$8,338</b>
<b>IDED Award Amount</b>	<b>equals</b>	<b>\$25,000</b>
<b>(Maximum Award \$25,000)</b>		

Business contribution above minimum program match?  Yes  No

5 points	
Page	_____
subtotal	_____



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Smith Jones, Inc. d/b/a Midwest Mfg. Co. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Training Contract between the College and Smith Jones, Inc. d/b/a Midwest Mfg. Co." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\*\*\*\*\*

  
\_\_\_\_\_  
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 SMITH JONES, INC. D/B/A MIDWEST MFG. CO.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development ("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 Smith Jones, Inc. d/b/a Midwest Mfg. Co. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, an Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**


Section 1. That the Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values

Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2007.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

Carolyn Farlow  
SECRETARY OF THE BOARD OF  
DIRECTORS

# GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Midwest Mfg Co., Kellogg, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. The Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".



**ARTICLE V**  
**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI**  
**EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) The Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4 Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder:

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023-3993

Employer: Midwest Mfg. Co.

101 High Street

Kellogg, IA 50135

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pudek, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993

Address

11-12-7

Date

Midwest Mfg. Co.

Business

Authorized Signature

Christine L. VeVerka

Christine L. VeVerka

Type Name and Title

cveverka@midwestintl.com

Email Address

101 High Street

Kellogg, IA 50135

Address

October 8, 2007

Date

260F-4 (03/00)

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Approved as to Form 08/26/96 by DMACC General Counsel

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**Midwest Mfg Co.  
Project #5**

June 25, 2007

**Training Plan and Budget  
For  
Midwest Manufacturing Co.**

**Grow Iowa Values Fund #1**

The following training plan reflects the expected training activities for Midwest Manufacturing Co. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will submit for reimbursement as the training progresses.

	Cost	260F Cost
Job Skill Training	\$28,088	\$20,500

A. Quality Training

DMACC or other vendors may provide instruction on quality that may include, but is not limited to, Six Sigma and ISO.

B. Safety

Areas of instruction may include, but are not limited to, asbestos regulations, fire safety, material storage, machine guarding, ladders, lifting techniques, P.P.E., confined space, lockout/tagout, electrical safety, national electric code, HAZCOM and housekeeping. Assistance and consultation with compliance of OSHA regulations may also be included.

C. Lean Operations

Training may include, but is not limited to, instruction on the implementation of lean, terms and philosophy of lean, lean 101, 5S, set-up reduction, Six Sigma, value stream mapping and workplace lean. Consulting may also be included.

D. Technical and Professional Training

The company may send employees to technical and professional classes offered by DMACC or other vendors. The training may include, but is not limited to, conferences, seminars, workshops, credit classes and continuing education courses. Consulting may also be included.

E. Sensitivity Training

The company may train employees about tolerance and sensitivity issues in the workplace. This may include, but is not limited to, sexual harassment training.

II.	Management Supervisory	\$1,000	750
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The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees. This may include, but is not limited to, a supervisory leadership series presented by DMACC. Training may also include diversity training.

III.	Materials and supplies	\$500	\$0
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Learning resources may be purchased for the training library. These may include, but are not limited to audio visual materials and equipment.

IV	Administrative costs	\$3,750	\$3,750
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DMACC will work with the company to identify needed resources. DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

	Total	\$33,338	\$25,000
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Training will begin in June 2007 with completion anticipated June 2010. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of GIVF, DMACC, and this training plan will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. 6/25/07

II. Training end date. 6/25/10

III. TOTAL UNDUPLICATED number of employees to be trained. 10

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill	\$28,088	10	VALUE OF WAGES & BENEFITS: \$9,000 VALUE OF FACILITIES: VALUE OF EQUIPMENT: VALUE OF SUPPLIES: OTHER: TOTAL IN-KIND MATCH \$9,000
Supervisory/Management	\$1,000	1	
Training Materials	\$500		
<b>TOTAL TRAINING COST</b>			

<b>Total Training Cost</b>		<b>\$29,588</b>
<b>Admin. Costs</b>	+	<b>\$3,750</b>
<b>Total Project Cost</b>	<i>equals</i>	<b>\$33,338</b>
<b>Company Cash Match</b>	-	<b>\$8,338</b>
<b>IDED Award Amount</b>	<i>equals</i>	<b>\$25,000</b>
<b>(Maximum Award \$25,000)</b>		

Business contribution above minimum program match?  Yes  No

5 points \_\_\_\_\_

Page subtotal \_\_\_\_\_



Des Moines, Iowa  
November 12, 2007

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2007, at 4:00 p.m., at the DMACC Success Center, 800 Porter Avenue, Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input checked="" type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Heska Corporation. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Training Contract between the College and Heska Corporation." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
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 HESKA CORPORATION

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development ("IDED"); and

**WHEREAS**, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Heska Corporation (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, an Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

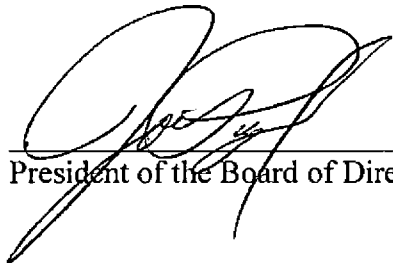
Section 1. That the Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values

Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2007.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA            )  
                                  ) ss  
COUNTY OF POLK         )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 12, 2007, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of November, 2007.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of November 12, 2007 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Heska Corporation, Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. The Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".



**ARTICLE V**  
**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI**  
**EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) The Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4 Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College  
2006 South Ankeny Boulevard  
Ankeny, IA 50023-3993

Employer: Heska Corporation  
2538 S.E 43<sup>rd</sup> Street  
Des Moines, Iowa 50327

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

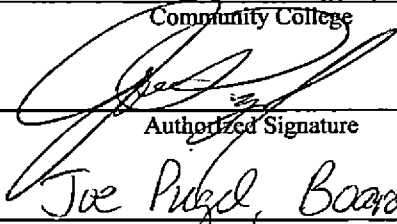
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

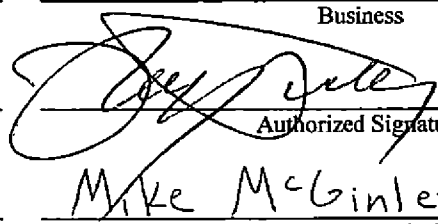
  
Joe Puzd, Board President

Heska Corporation

Business

Authorized Signature

Type Name and Title

  
Mike McGinley, General Manager

Mmcginley@heska.com  
Email Address

2006 South Ankeny Blvd.

Address

Ankeny, IA 50023-3993

11-12-7

Date

2538 S.E 43<sup>rd</sup> Street

Address

Des Moines, Iowa 50327

8/22/07

Date

260F-4 (03/00)

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Approved as to Form 08/26/96 by DMACC General Counsel

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT**

**TRAINING PLAN**

for

**Heska Corporation  
Project #2**

June 1, 2007

**TRAINING PLAN & BUDGET**  
**DIAMOND ANIMAL HEALTH dba HESKA CORPORATION**  
**260F #2**

This training plan has been designed by Diamond Animal Health (dba Heska Corporation) staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows:

Cost	260F Cost
------	--------------

**1. Job Specific Training**

Because the products Diamond Animal Health (dba Heska Corporation) produces are so highly regulated, special training is required in order to stay current with national policies and procedures. This training can be attained by attending national conferences and from specialized training entities.

**A. Professional/Job Skill Development**

The company will send employees to various job specific conferences, seminars, workshops, and college classes to better prepare them to handle new production. Examples of specific conferences might include the Animal and Plant Health Inspection Service Conference and Open Meeting, ALAS (animal care training), IICAB (government required regulatory training), NASPP (National Association of Stock Plan Professionals training).

The company will send employees to various job specific seminars, workshops, and college classes to keep employees knowledgeable about current research and technology. Attendance at these programs will help keep the company informed on new regulations and how they affect DAH's (dba Heska Corporation) business as a whole, allow employees to keep current licenses updated, and enable employees to come up with new ways to make changes to the current systems and processes. Additionally, attendance at these programs will allow DAH (dba Heska Corporation) to stay current with new advancements with biological and drug production technology.

**B. Manufacturing Skills/Quality**

Training funds in this category will be used to send employees to conferences, seminars, and workshops to become current on manufacturing requirements for the drug industry. Attendees will return and implement changes to update current processes, procedures, and

systems enabling the company to make advancements, improvements, and to remain compliant with GMP.

Training funds in this category will be used to send employees for specialized training in the new production areas including, but not limited to, tablets/powders, fermentation, packaging, solution preparation, serial assembly, virus/bacterin/biological/pharmaceutical production, animal care, and chemical control. Training will also be provided to upgrade the skills of the instrumentation, maintenance, and warehouse/distribution staff.

### C. Skill Development

The company will send employees to various software training classes, including Excel, Word, Power Point, and others in order to train its business professional to become more efficient in their day-to-day activities.

Diamond Animal Health (dba Heska Corporation) will send employees to various seminars, conferences, and college classes to enable them to keep licenses current, learn new skills needed to perform efficiently in their positions. These classes/seminars may include topics such as Spanish, Graphics Arts, continuing veterinary licensing classes, etc.

Training will be provided so employees can obtain and maintain their certifications in the areas of electrical, refrigeration, low temp freezer care, and HVAC. This training is an essential element of the maintenance and care of the bio/pharma products which Diamond Animal Health (dba Heska Corporation) produces and is an on-going area of re-certification.

Diamond Animal Health (dba Heska Corporation) is a highly regulated facility and has a need to keep up-to-date on new and revised regulatory requirements and initiatives. The company will need to send employees to training in such regulated areas as quality assurance auditing, HPLC analytical technique, pharmaceutical lab control systems, failure investigations and GMP (Good Manufacturing Practices) and GLP (Good Laboratory Practices). Additionally, such specific training through PDA is key for employees of our industry (pharmaceutical) to attend as the regulations interact closely with FDA requirements. Attendance at these training sessions would allow us to fulfill the needs to continue the improvement of our internal and external auditing function in order to comply with regulatory agencies and meet our customer's expectations; provide external training to our routine internal training on HPLC technique and to continue to build expertise in the department; provide new ideas for the continued improvement of our labs; and improve our

failure investigation processes leading to continued improvement of our determination of failure cause and the resulting corrective and preventative action associated with such.

## 2. Management/Supervisory

To best meet the needs of the management staff to develop successful supervisory skills, group formatted training will continue to be provided. This training is to be obtained through customized seminars and workshops offered in conjunction with facilitators through DMAACC, as well as through local workshops, seminars, or college classes. Topics to be covered may include, but are not limited to:

- Developing Others
- Management/Leadership Feedback and Follow-Through
- Conflict Management
- Project Management
- Interviewing Skills
- Presentation Skills
- Team Building
- Drug Awareness Training
- Leadership Iowa
- Other Modules to be Determined on an on-going Basis



## 6. TRAINING PLAN

I. Training start date. 6/1/2007

II. Training end date. 6/1/2009

III. TOTAL UNDUPLICATED number of employees to be trained. 45

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
I. Job Skill Training	\$19,650	25	VALUE OF WAGES & BENEFITS: \$25,280
II. Management/supervisory	10,000	20	VALUE OF FACILITIES:
			VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER: \$5,000
			TOTAL IN-KIND MATCH \$30,280
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

<b>Total Training Cost</b>	<b>\$29,650</b>
<b>Admin. Costs</b> +	<b>\$3,750</b>
<b>Total Project Cost equals</b>	<b>\$33,400</b>
<b>Company Cash Match</b> -	<b>\$8,400</b>
<b>IDED Award Amount equals</b> (Maximum Award \$25,000)	<b>\$25,000</b>

Business contribution above minimum program match?  Yes  No

# **Des Moines Area Community College**



## ***FINANCIAL STATEMENTS FOR OCTOBER 31, 2007 AND THE FOUR MONTHS THEN ENDED***

**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
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The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects.

  
\_\_\_\_\_  
Joe A. Robbins, Controller

Des Moines Area Community College  
Balance Sheet  
October 31, 2007

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	\$ 7,972,669	\$ 66,625,647	\$ 712,161	\$ 1,312,036	\$ (653,609)	\$ 64,820	\$ 4,555,363	\$ 80,589,087
Accounts Receivable	8,522,504	53,181,443	51,134	1,742	678,386	-	1,861,500	64,296,709
Student Loans	-	-	-	-	-	99,556	-	99,556
Deposits & Prepaid Expenses	126,659	-	-	-	-	-	124,853	251,512
Inventories	32,756	-	2,614,791	-	-	-	-	2,647,547
Due to/from Other Funds	-	-	-	-	-	-	-	-
Total Current Assets	16,654,588	119,807,090	3,378,086	1,313,778	24,777	164,376	6,541,716	147,884,411
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	99,237,829	99,237,829
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	10,783,819	10,783,819
Less accumulated depreciation	-	-	-	-	-	-	(41,427,261)	(41,427,261)
Total Fixed Assets	-	-	-	-	-	-	68,594,387	68,594,387
<b>TOTAL ASSETS</b>	<b>\$16,654,588</b>	<b>\$ 119,807,090</b>	<b>\$3,378,086</b>	<b>\$1,313,778</b>	<b>\$ 24,777</b>	<b>\$ 164,376</b>	<b>\$ 75,136,103</b>	<b>\$216,478,798</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 9,912,268	\$ 49,008,133	\$ 100,061	\$ 13,612	\$ -	\$ -	\$ 301,966	\$ 59,336,040
Long Term Liabilities	-	60,200,692	-	-	-	-	9,051,355	69,252,047
Deposits Held in Custody for Others	5,203	-	-	1,300,166	-	-	-	1,305,369
Total Liabilities	9,917,471	109,208,825	100,061	1,313,778	-	-	9,353,321	129,893,456
<b>Fund Balance:</b>								
Unrestricted	6,737,117	-	3,278,025	-	-	-	-	10,015,142
Restricted-Specific Purposes	-	10,598,265	-	-	24,777	164,376	7,278,395	18,065,813
Net Investment in Plant	-	-	-	-	-	-	58,504,387	58,504,387
Total Fund Balance	6,737,117	10,598,265	3,278,025	-	24,777	164,376	65,782,782	86,585,342
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$16,654,588</b>	<b>\$ 119,807,090</b>	<b>\$3,378,086</b>	<b>\$1,313,778</b>	<b>\$ 24,777</b>	<b>\$ 164,376</b>	<b>\$ 75,136,103</b>	<b>\$216,478,798</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Four Months Ended October 31, 2007**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 13,504,635	\$ 4,612	\$ 70,710	\$ 232,544	\$ -	\$ -	\$ -	\$ 13,812,501
Local Support (Property Taxes)	1,851,462	2,068,764	-	-	-	-	1,849,761	5,769,987
State Support	8,751,441	-	-	398,737	-	-	425,888	9,576,066
Federal Support	453,212	534,375	-	649,554	5,560,706	-	-	7,197,847
Sales and Services	106,808	-	4,161,654	262,632	-	-	13,399	4,544,493
Training Revenue / Fund 1 ACE	832,637	3,799,563	-	-	-	-	-	4,632,200
Other Income	579,217	1,305,327	71,873	130,279	25	331	349,050	2,436,102
<b>Total Revenue</b>	<b>26,079,412</b>	<b>7,712,641</b>	<b>4,304,237</b>	<b>1,673,746</b>	<b>5,560,731</b>	<b>331</b>	<b>2,638,098</b>	<b>47,969,196</b>
<b>Transfers In - General</b>	<b>1,052,474</b>	<b>-</b>	<b>13,213</b>	<b>41,850</b>	<b>43,763</b>	<b>-</b>	<b>424,161</b>	<b>1,575,461</b>
<b>Total Revenue and Transfers In</b>	<b>27,131,886</b>	<b>7,712,641</b>	<b>4,317,450</b>	<b>1,715,596</b>	<b>5,604,494</b>	<b>331</b>	<b>3,062,259</b>	<b>49,544,657</b>
<b>Expenditures:</b>								
Instruction	13,121,106	3,045,302	-	-	-	-	-	16,166,408
Academic Support	2,861,836	33,200	-	-	-	-	-	2,895,036
Student Services	2,206,065	490,230	-	-	-	-	-	2,696,295
Institutional Support	6,357,267	1,614,060	-	-	-	-	-	7,971,327
Operation and Maintenance of Plant	1,943,111	568,661	-	-	-	-	-	2,511,772
Auxiliary Enterprise Expenditures	-	-	4,740,610	-	-	-	-	4,740,610
Scholarship Expense	-	-	-	-	5,585,297	-	-	5,585,297
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	2,173,349	2,173,349
Agency Fund Expense	-	-	-	1,655,887	-	-	-	1,655,887
<b>Total Expenditures</b>	<b>26,489,385</b>	<b>5,751,453</b>	<b>4,740,610</b>	<b>1,655,887</b>	<b>5,585,297</b>	<b>-</b>	<b>2,173,349</b>	<b>46,395,981</b>
<b>Transfers Out - General</b>	<b>467,299</b>	<b>1,023,247</b>	<b>-</b>	<b>76,163</b>	<b>8,752</b>	<b>-</b>	<b>-</b>	<b>1,575,461</b>
<b>Total Expenditures and Transfers Out</b>	<b>26,956,684</b>	<b>6,774,700</b>	<b>4,740,610</b>	<b>1,732,050</b>	<b>5,594,049</b>	<b>-</b>	<b>2,173,349</b>	<b>47,971,442</b>
<b>Net Increase (Decrease) for the Period</b>	<b>175,202</b>	<b>937,941</b>	<b>(423,160)</b>	<b>(16,454)</b>	<b>10,445</b>	<b>331</b>	<b>888,910</b>	<b>1,573,215</b>
<b>Fund Balance at Beginning of Year</b>	<b>6,561,915</b>	<b>9,660,324</b>	<b>3,701,185</b>	<b>1,240,477</b>	<b>14,332</b>	<b>164,045</b>	<b>64,893,872</b>	<b>86,236,150</b>
<b>Fund Balance at End of Period</b>	<b>\$ 6,737,117</b>	<b>\$ 10,598,265</b>	<b>\$ 3,278,025</b>	<b>\$ 1,224,023</b>	<b>\$ 24,777</b>	<b>\$ 164,376</b>	<b>\$ 65,782,782</b>	<b>\$ 87,809,365</b>

**DES MOINES AREA COMMUNITY COLLEGE**  
Investment Recap - October 31, 2007

Bank	Amount	Rate	Maturity
Bankers Trust	\$ 8,050,730	4.50%	Money Market
Various Checking Accounts	214,961.00	2.38%	Checking Accounts
Wells Fargo Bank - Ankeny	27,253.00	3.55%	Money Market
<b>Sub Total</b>	<b>\$ 8,292,944</b>		
<b>ISJIT INVESTMENTS</b>			
Bank	Amount	Rate	Maturity
Federal Home Loan Mortgage Corporation	\$ 500,000	5.23%	November 2, 2007
Bank of the West - Des Moines	1,500,000	5.18%	November 5, 2007
Federal Home Loan Bank	300,000	5.03%	November 6, 2007
Federal Home Loan Bank	680,000	5.22%	November 7, 2007
Bank of the West - Des Moines	1,000,000	5.15%	November 8, 2007
US Bank - Des Moines	4,500,000	5.31%	November 8, 2007
Federal Home Loan Bank	400,000	5.17%	November 15, 2007
Federal Home Loan Bank	250,000	5.37%	November 15, 2007
Federal Home Loan Mortgage Corporation	550,000	5.28%	November 16, 2007
First American Bank - Ankeny	1,000,000	5.01%	November 16, 2007
Federal Home Loan Bank	200,000	5.04%	November 21, 2007
Bank of the West - Ankeny	1,000,000	5.28%	November 27, 2007
Bankers Trust - Cedar Rapids	1,000,000	5.30%	November 27, 2007
Federal Home Loan Bank	500,000	4.75%	November 28, 2007
Federal Home Loan Bank	500,000	4.75%	November 28, 2007
Federal Home Loan Bank	1,000,000	4.75%	November 28, 2007
Federal Home Loan Mortgage Corporation	150,000	5.40%	November 28, 2007
Bank of the West - Ankeny	407,500	5.24%	November 30, 2007
First National Bank - Ames	85,000	5.25%	November 30, 2007
US Bank - Des Moines	106,078	4.05%	November 30, 2007
US Bank - Des Moines	65,368	4.35%	November 30, 2007
Boone Bank and Trust - Boone	3,000,000	5.20%	December 3, 2007
Federal Home Loan Mortgage Corporation	1,013,000	4.52%	December 3, 2007
Federal Home Loan Mortgage Corporation	80,000	4.52%	December 3, 2007
US Bank - Des Moines	2,500,000	5.24%	December 3, 2007
Community State Bank - Ankeny	750,000	5.35%	December 10, 2007
Federal National Mortgage Association	812,000	4.90%	December 15, 2007
Bank of the West - Ankeny	2,000,000	5.29%	December 17, 2007
State Central Bank of Keokuk	1,000,000	4.50%	December 20, 2007
Federal Home Loan Bank	400,000	5.27%	December 21, 2007
Federal Home Loan Bank	635,000	4.45%	December 28, 2007
Federal Home Loan Bank	535,000	4.45%	December 28, 2007
Federal Home Loan Bank	50,000	4.45%	December 28, 2007
Federal Home Loan Mortgage Corporation	895,000	4.46%	December 28, 2007
Federal Home Loan Mortgage Corporation	845,000	4.48%	December 28, 2007
Federal Home Loan Mortgage Corporation	260,000	4.46%	December 28, 2007
Boone Bank and Trust - Boone	1,500,000	5.15%	January 9, 2008
Bank of the West - Des Moines	1,000,000	5.20%	January 15, 2008
Federal Home Loan Bank	325,000	4.85%	January 15, 2008
Community State Bank - Ankeny	2,000,000	5.42%	January 25, 2008
Federal Home Loan Bank	500,000	4.55%	February 6, 2008
Bank of the West - Des Moines	1,000,000	4.85%	February 8, 2008
Boone Bank and Trust - Boone	2,000,000	5.34%	February 8, 2008
Community State Bank - Ankeny	1,000,000	4.95%	February 8, 2008
Community State Bank - Ankeny	175,000	4.95%	February 8, 2008
Waukon State Bank - Waukon	2,000,000	5.31%	March 7, 2008
Federal Home Loan Bank	500,000	4.61%	March 28, 2008
Federal Farm Credit Bank	275,000	5.13%	April 20, 2008
Bankers Trust - Cedar Rapids	2,000,000	5.24%	April 23, 2008
Community State Bank - Ankeny	1,500,000	5.28%	May 8, 2008
Federal Home Loan Bank	200,000	5.20%	May 15, 2008
Bank of the West	2,040,700	5.15%	May 30, 2008
Boone Bank and Trust - Boone	825,000	5.36%	May 30, 2008
Community State Bank - Ankeny	1,825,000	5.42%	May 30, 2008
US Bank - Des Moines	770,050	4.67%	May 31, 2008
US Bank - Des Moines	1,325,000	4.51%	May 31, 2008
US Treasury - Restricted SLGS	546,235	4.86%	June 1, 2008
US Treasury - Restricted SLGS	312,625	4.74%	June 1, 2008
US Treasury - Restricted SLGS	315,622	4.79%	June 1, 2008
US Treasury - Restricted SLGS	193,456	4.35%	June 1, 2008
US Treasury - Restricted SLGS	46,212	3.81%	June 1, 2008
Community State Bank - Ankeny	2,000,000	5.19%	June 13, 2008
US Bank - Des Moines	500,000	4.20%	July 1, 2008
Community State Bank - Ankeny	750,000	5.20%	July 14, 2008
Federal Home Loan Bank	1,000,000	5.00%	July 17, 2008
Federal Home Loan Bank	155,000	4.45%	December 28, 2008
Federal Home Loan Bank	374,935	5.17%	May 11, 2009
Federal Home Loan Bank	125,978	5.17%	May 11, 2009
US Treasury - Restricted SLGS	439,967	4.63%	June 1, 2009
US Treasury - Restricted SLGS	416,945	4.35%	June 1, 2009
US Treasury - Restricted SLGS	528,948	3.81%	June 1, 2009
US Treasury - Restricted SLGS	425,064	4.57%	June 1, 2010
US Treasury - Restricted SLGS	380,000	4.35%	June 1, 2010
ISJIT Diversified Fund	<u>10,555,460</u>	4.60%	Money Market
<b>Total ISJIT Investments</b>	<b>\$ 72,296,143</b>		
<b>Grand Total of Investments</b>	<b>\$ 80,589,087</b>		
Grand Total Weighted Average		4.99%	
Weighted Average without SLGS		5.02%	

**DES MOINES AREA COMMUNITY COLLEGE**  
**Detail of Liabilities**  
**October 31, 2007**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Payables:</b>								
Trade Accounts Payable	\$ (284,529)	\$ 153,012	\$ (19,540)	\$ 13,612	\$ -	\$ -	\$ (674)	\$ (138,119)
Long Term Payables (Bonds)	-	60,460,000	-	-	-	-	9,045,000	69,505,000
Unamortized Discount on Bonds	-	(460,641)	-	-	-	-	(10,693)	(471,334)
Unamortized Premium on Bonds	-	201,333	-	-	-	-	17,048	218,381
Interest Payable	-	1,008,360	-	-	-	-	97,702	1,106,062
<b>Accrued Liabilities:</b>								
Wages and Salary	3,342,164	209,899	64,000	-	-	-	-	3,616,063
Accrued Vacation	1,000,000	145,000	50,000	-	-	-	10,000	1,205,000
Early Retirement - Insurance	-	3,872,914	-	-	-	-	-	3,872,914
Employee deductions and benefits	(728,505)	-	-	-	-	-	-	(728,505)
<b>Due to Other Funds:</b>	-	-	-	-	-	-	-	-
<b>Due to DMACC Foundation:</b>	-	-	-	-	-	-	-	-
<b>Deferred Revenue:</b>								
Tuition and Fees	6,378,592	-	-	-	-	-	-	6,378,592
Property Tax	130,000	-	-	-	-	-	130,000	260,000
Other	700	-	5,601	-	-	-	64,938	71,239
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	15,932,983	-	-	-	-	-	15,932,983
260E Training Funds	-	25,165,428	-	-	-	-	-	25,165,428
260E Administrative Fees	-	2,520,537	-	-	-	-	-	2,520,537
<b>Other Liabilities:</b>								
Funds Held in Trust / Deposits	5,203	-	-	76,143	-	-	-	81,346
Fund Balance	-	-	-	1,224,023	-	-	-	1,224,023
Deferred Compensation Account	73,846	-	-	-	-	-	-	73,846
<b>Total</b>	<b>\$ 9,917,471</b>	<b>\$ 109,208,825</b>	<b>\$ 100,061</b>	<b>\$ 1,313,778</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,353,321</b>	<b>\$ 129,893,456</b>

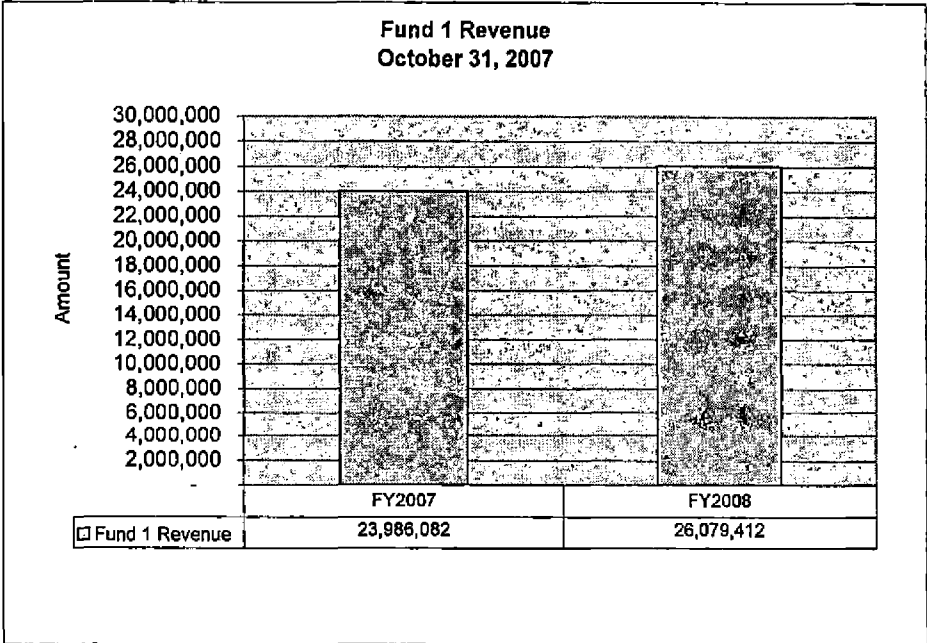
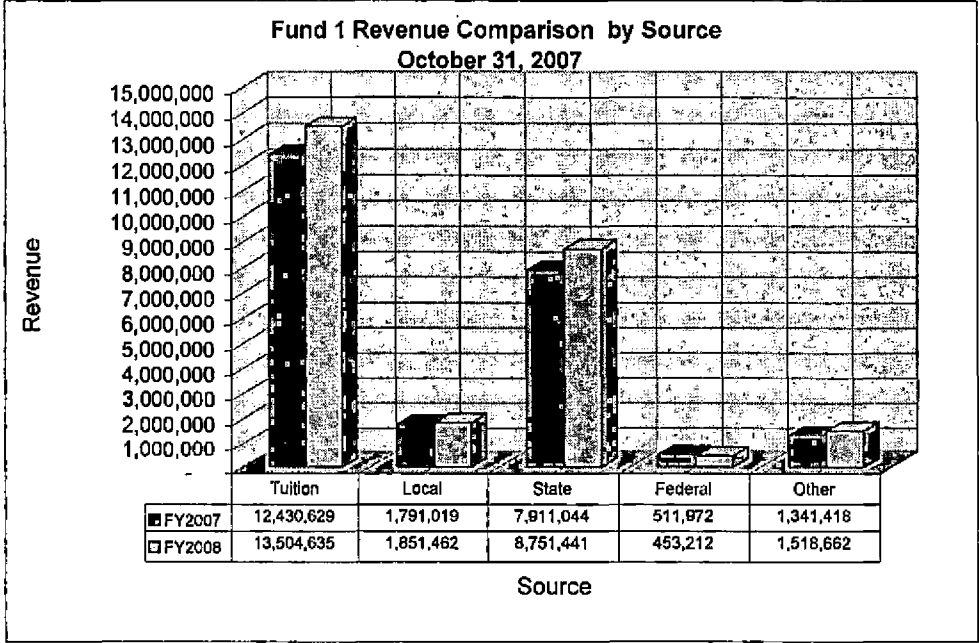
**Des Moines Area Community College  
Fiscal Year Ending June 30, 2008 Budget Report  
Summary by Fund (All Funds)  
For The Four Months Ended October 31, 2007**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 77,429,631	\$ 77,655,663	\$ 27,131,886		\$ 50,523,777
Restricted Current	2	35,827,074	35,966,540	7,712,641		28,253,899
Auxiliary	3	10,612,724	10,612,724	4,317,450		6,295,274
Agency	4	4,794,829	5,049,182	1,715,596		3,333,586
Scholarship	5	10,331,964	10,331,964	5,604,494		4,727,470
Loan	6	12,900	12,900	331		12,569
Plant (Note 1)	7	<u>23,713,920</u>	<u>23,713,920</u>	<u>3,062,259</u>		<u>20,651,661</u>
<b>Total Revenue</b>		<b>\$ 162,723,042</b>	<b>\$ 163,342,893</b>	<b>\$ 49,544,657</b>		<b>\$ 113,798,236</b>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 77,580,274	\$ 78,231,008	\$ 26,956,684	\$ 30,948,394	\$ 20,325,930
Restricted Current	2	35,922,520	37,119,976	6,774,700	2,599,018	27,746,258
Auxiliary	3	10,841,157	10,994,235	4,740,610	1,589,992	4,663,633
Agency	4	4,740,230	4,994,582	1,732,050	1,221,255	2,041,277
Scholarship	5	10,331,964	10,331,964	5,594,049	-	4,737,915
Loan	6	12,900	12,900	-	-	12,900
Plant (Note 1)	7	<u>25,272,760</u>	<u>25,272,760</u>	<u>2,173,349</u>	<u>1,655,887</u>	<u>21,443,524</u>
<b>Total Expenditures</b>		<b>\$ 164,701,805</b>	<b>\$ 166,957,425</b>	<b>\$ 47,971,442</b>	<b>\$ 38,014,546</b>	<b>\$ 80,971,437</b>

Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

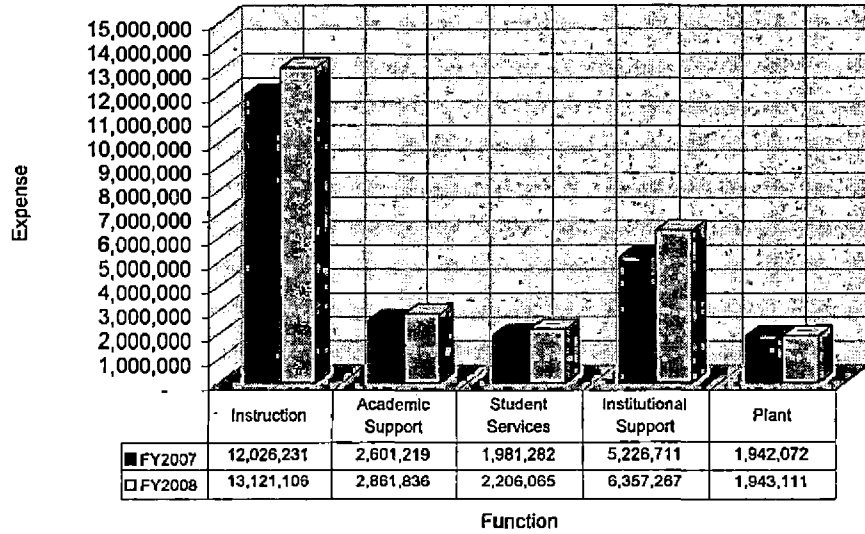


**Des Moines Area Community College  
Revenue Comparison With Prior Year  
For The Four Months Ended October 31, 2007**

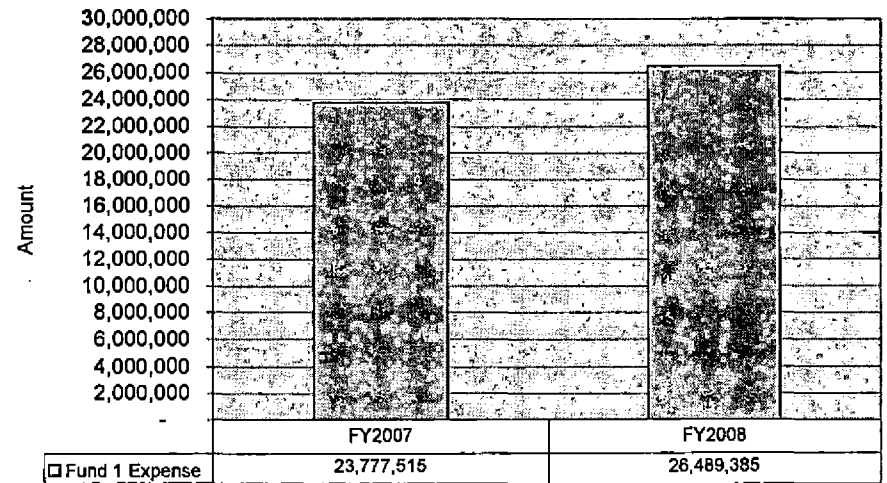


**Des Moines Area Community College  
Expense Comparison With Prior Year  
For The Four Months Ended October 31, 2007**

**Fund 1 Expense Comparison by Function  
October 31, 2007**



**Fund 1 Expense  
October 31, 2007**



**DMACC REVENUE AND EXPENDITURES  
(Including Transfers)  
For The 4 Months Ended October 31, 2007**

