

Des Moines Area Community College

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Board of Directors Meeting Minutes

7-9-1979

Board of Directors Meeting Minutes (July 9, 1979)

DMACC

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Des Moines Area Community College
2006 S. Ankeny Boulevard
Ankeny, Iowa 50021

REGULAR MEETING

JULY 9, 1979

The regular monthly meeting of the DMACC Board of Directors was held at the Rolling Prairie Inn, 11001 University, Clive, Iowa, on July 9, 1979. The meeting, which was preceded by a presentation by the Adult and Continuing Education DMACC staff and a dinner and presentation on the college, was called to order by Board President Maurice Campbell at 7:30 p.m.

ROLL CALL

Members Present: Maurice Campbell
Murray Goodman
Theodore Nemmers
Donald Rowen
Raymond Clark
Walter Hetzel
Max Kreager

Members Absent: Walter Stover, Jr.
Eldon Leonard

Others Present: Paul Lowery, Superintendent
Irv Steinberg, Acting Board Secretary
Various other DMACC staff and local residents

APPROVAL APPOINTMENT OF ACTING SECRETARY

It was moved by D. Rowen, seconded by R. Clark, that Irv Steinberg be appointed as Acting Board Secretary in the absence of Eugene Snyders, who was ill.

Motion passed.

APPROVAL OF AGENDA

It was moved by R. Clark, seconded by M. Goodman, that the tentative agenda be approved as published.

Motion passed.

APPROVAL OF MINUTES

It was moved by M. Kreager, seconded by M. Goodman, that the minutes of the regular board meeting of June 11, 1979, be approved as presented.

Motion passed.

MONTHLY FINANCIAL REPORT

The monthly financial report was presented by Irv Steinberg, Controller. A copy of the report is attached (Attachment #1) hereto and made a part of these minutes.

PERSONNEL ACTIONS

It was moved by D. Rowen, seconded by M. Kreager, that the following personnel actions be approved:

Resignations

- a. Linda Greenfield, Instructor, Nursing
Effective June 29, 1979.

- b. Douglas Sires, Instructor/Chairperson, Drafting
Effective September 5, 1979. To go into private business.
- c. Lawrence Tyler, Instructor/Chairperson, Welding
Effective June 30, 1979. Health.

Status Changes

- a. Kerry George, Instructor/Chairperson, Respiratory Therapy
Full status, effective June 1, 1979
- b. Cary Israel, Instructor/Chairperson, Legal Assistant Program
Full status, effective June 15, 1979
- c. Joyce Peterson, Instructor, Nursing
Full status, effective May 2, 1979
- d. Diane Vanderploeg, Instructor
Full status, effective July 1, 1979

Contract Changes

- a. Lawrence J. Clauson, Counselor
From Lane 225, Level 6.5 to Lane 248, Level 6.5
Effective July 1, 1979 - Annual contracted salary \$18,757.00
- b. Linda Pederson, Fashion Merchandise Instructor
From Full Time 12 months to Full Time 9 months
Annual contracted salary \$14,750.00
- c. Richard Wagner, Instructor, Arts & Sciences
From Lane 225, Level 9 to Lane 248, Level 9
Effective July 1, 1979 - Annual contracted salary \$16,282.00

Summer Contracts

- a. Anita J. Dietrick, Instructor, Nursing, \$2,557.58

Leave of Absence Without Pay

- a. Rich Chorley, Instructor, Career Education
½ Day, May 21, 1979
- b. Richard Hammann, Instructor, Career Education
1 Day, June 19, 1979
- c. Kay Marten, Instructor, CEC
3 Days, June 12, 1979, to June 14, 1979
- d. Lucy Wall, Instructor, Career Education
1 Day, June 18, 1979

Motion passed.

NEW PERSONNEL

It was moved by D. Rowen, seconded by T. Nemmers, that employment be offered to the following for positions indicated:

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Effective Date</u>
Mark D. Alberts	Instructor, Arts & Sci	\$13,218	Sept 4, 79
JoAnn M. Bailey	Veterans Affairs Spec	14,117	May 29, 79
G. Shirley Duis	Readers Svcs Librarian	14,607	July 2, 79
Mayvor M. Dockendorff	Instr, Car Ed, Vets Ag	9,538	July 1, 79
Steve D. Heaberlin	Instr, Car Ed., Vets Ag	8,580	July 1, 79

Motion passed.

APPROVAL OF
LEASE AT
PLEASANTVILLE

It was moved by W. Hetzel, seconded by R. Clark, that approval be given to a one year lease, effective July 1, 1979, with the Pleasantville Memorial Building Commission for rental of Pleasantville Memorial Building for the sum of \$600.00/year, and that the Board President and Secretary be authorized to sign said lease, with the building to be used to house the Veteran's Farm program.

Motion passed.

APPROVAL OF
LEASE WITH
KINGSWAY
MINISTRIES

It was moved by M. Kreager, seconded by M. Goodman, that approval be given to a one year renewal lease with Kingsway Ministries, Inc., effective September 15, 1979, for rental of 4,048 square feet of space on the second floor of Boylan Hall, 1000 College Avenue, Des Moines, Iowa, for rental fee of \$1,323.73 per month including utilities, and that the Board President be authorized to sign said lease, with the space to be used to house the CETA Class Size Office Occupations program.

Motion passed.

APPROVAL OF
LEASE WITH
T. C. FREDREGILL

It was moved by M. Goodman, seconded by R. Clark, that approval be given to a three year lease with Thomas C. Fredregill, effective August 1, 1979, for 1,818 square feet of space within building located at 311-315 East 5th Street, Des Moines, Iowa, for rental fee of \$818.00 per month including utilities, and that the Board President be authorized to sign said lease, with the space to be used to house the East Branch Learning Center.

Motion passed.

APPROVAL OF
LEASE WITH
T. L. CLAPPER &
J. E. LUNDSTROM

It was moved by M. Kreager, seconded by D. Rowen, that approval be given to a three year lease with Theodore L. Clapper, Jr. and John E. Lundstrom, effective August 15, 1979, for 4,320 square feet of space in building located at 1439 SE Cortina, Ankeny, Iowa, for rental fee of \$900.00 per month, excluding utilities, and that the Board President and Secretary be authorized to sign said lease, with the space to be used to house the Bricklaying program.

Motion passed.

RESOLUTION PLACING
ANKENY STUDENT
BUILT HOUSE FOR
SALE

Director W. Hetzel introduced resolution to place student constructed house located at 730 SE 10th Street, Ankeny, Iowa, for sale at a list price of \$88,000.00 entitled "Resolution to Offer House for Sale" (Attachment #2, Resolution #79-13) and moved its adoption. Director R. Clark seconded the motion to adopt. A vote was taken whereupon the Board President declared the resolution duly adopted.

RESOLUTION PLACING
CARROLL STUDENT
BUILT HOUSE FOR
SALE

Director M. Goodman introduced resolution to place student constructed house located at 205 E. Randall Road, Carroll, Iowa, for sale at a list price of \$65,000.00, with resolution entitled "Resolution Placing Carroll House for Sale" (Attachment #3, Resolution #79-14) and moved its adoption. Director D. Rowen seconded the motion to adopt. A vote was taken whereupon the Board President declared the resolution duly adopted.

APPROVAL OF
SERVICES CONTRACT
WITH MIECC

It was moved by W. Hetzel, seconded by M. Kreager, that approval be given to the contract for computer services with Mid-Iowa Computer Center, a copy of which is attached hereto and made a part of these minutes and identified as Attachment #5.

Motion passed.

APPROVAL OF
CARROLL CHAMBER
OF COMMERCE
MEMBERSHIP

It was moved by D. Rowen, seconded by M. Goodman, that approval be given to \$35.00 annual payment for institutional membership in Carroll Chamber of Commerce.

Motion passed.

APPROVAL OF
TERMINATION
AGREEMENT WITH
MIECC

It was moved by D. Rowen, seconded by T. Nemmers, that approval be given to Termination Agreement and Plan of Distribution for the Property and Assets of the Mid-Iowa Educational Computer Center, a copy of which is attached hereto and made a part of these minutes and identified as Attachment #6, and that the Board President and Secretary be authorized to sign said agreement.

Motion passed.

APPROVAL OF FY
79-80 DUES FOR
ICASB

It was moved by D. Rowen, seconded by M. Kreager, that the base amount shown in the ICASB dues structure for DMACC of \$4,000.00 be paid and submitted to ICASB together with a letter signed by the Board President expressing the Board's concern with the ICASB.

Motion passed unanimously.

APPROVAL OF CON-
TRACT WITH
H. WILTSEY &
ASSOCIATES

It was moved by M. Goodman, seconded by D. Rowen, that approval be given to a full service contract with Harvey Wiltsey and Associates pertaining to collective bargaining and related matters and that the Board President and Secretary be authorized to sign said contract, a copy of which is attached hereto and made a part of these minutes and identified as Attachment #7.

Motion passed.

CONSIDERATION OF
OFFERS TO BUY
STUDENT CONSTRUCTED HOUSE AT
CARROLL:

The Board Acting Secretary reported that offers to buy the student constructed house located at 205 East Randall Road, Carroll, Iowa, had been received as follows:

<u>Prospective Buyer's Name</u>	<u>Amount of Offer</u>	<u>Realtor Submitting Offer</u>
Loren Siebrecht	\$61,500.00	Pudenz & Kinecke Realty

It was moved by M. Kreager, seconded by R. Clark, that the offer received be rejected and that the realtor handling the offer be authorized to return prospective buyer's down payment in full.

Motion passed.

APPROVAL OF
TREASURER'S
ANNUAL REPORT

It was moved by R. Clark, seconded by M. Kreager, that the Treasurer's Annual Report for Fiscal Year 1978-79 be approved as presented; that the Board President be authorized to sign said report, and that copies of the report be submitted to the State Superintendent of Public Instruction and the Polk County Treasurer, as required by law. Copy of said report is attached hereto and identified as Attachment #4.

Motion passed.

APPROVAL OF
PROGRAMS

It was moved by T. Nemmers, seconded by D. Rowen, that approval be given to conduct a program entitled Child Care Associate and Developmental Disabilities Associate, and that the Department of Public Instruction be requested to approve said programs.

Motion passed.

CLAIMS AND
ACCOUNTS

It was moved by R. Clark, seconded by D. Rowen, that the claims and accounts be approved as presented in Attachment #8.

Motion passed.

ADJOURNMENT

It was moved by W. Hetzel, seconded by M. Goodman, that the meeting be adjourned. Motion passed and the meeting adjourned at 9:30 p.m. A special meeting was set for July 16, 1979, to start at 5:30 p.m. in the Executive Dining Room, Building 7, Ankeny Campus.

Irv Steinberg
Irv Steinberg, Acting Secretary

Maurice A. Campbell
Maurice A. Campbell, President

DES MOINES AREA COMMUNITY COLLEGE
 CASH POSITION REPORT
 June 30, 1979

Attachment No. 1

General, Agency,
 Auxiliary, Scholarship,
 and Loan Funds
ANKENY STATE

Special
 Plant Fund
BANKERS TRUST

Voted Tax
 & Sinking Fund
BANKERS TRUST

CASH IN BANK:

Bal. Fwd. June 1, 1979	\$ (89,171.20)	\$ 32,047.46	
Plus Receipts June 1979	1,394,725.94	412,407.71	
Less Disbursements June 1979	<u>1,564,014.39</u>	<u>440,152.71</u>	
Cash in Bank June 30, 1979	* (258,459.65)	4,302.46	

INVESTMENTS:

Certificates of Deposit:

7.25% Due 4-30-80 (Student Act.)	20,000.00		
8 % Due 6-16-80 (Student Act.)	6,368.18		
10 % Due 7-31-79	400,000.00		

Various Dates & Interest

0.35% Due 2-17-79		2,802,000.00	
10.35% Due 2-15-80		280,000.00	
10.4 % Due 8-15-79		285,000.00	
8.3 % Due 7-16-79		390,000.00	
8.5 % Due 7-16-79		108,000.00	
8.75% Due 9-17-79		175,000.00	
9.625 Due 11-15-79		210,000.00	
9.875 Due 1-16-80		110,000.00	
10 % Due 3-14-80		150,000.00	
10 % Due 7-2-79		125,000.00	132,000.00

Savings Account/General	315,373.04		
Student Activities/Savings	5,579.46		
Sinking Fund/Savings			1,497,862.02
Escrow Acct. Savings Ank. State		<u>88,441.41</u>	

TOTAL INVESTMENTS \$ 747,320.68

\$4,723,441.41 \$1,629,862.02

TOTAL CASH IN BANK
 & INVESTMENTS

\$ 488,861.03

\$4,727,743.87 \$1,629,162.02**

Footnotes: *Daily deposits are made to Savings Account at Ankeny State Bank, and a zero balance maintained in the checking account, with automatic transfers made from Savings to Checking for exact amounts of checks which clear the bank. The deficit book balance shown in the Ankeny State Checking Account represents outstanding checks.

**Loan payment of \$1,500,882.50 due 7-2-79 to Bankers Trust Co. Balance of Sinking Fund will be transferred to Special Plant Fund.

RESOLUTION TO OFFER HOUSE FOR SALE

WHEREAS, the Des Moines Area Community College previously purchased the following described real estate, to wit:

Lot 8, Waywin Acres, Plat No. 1, an Official Plat,
in the City of Ankeny, Polk County, Iowa.

(730 S.E. 10th Street, Ankeny, Iowa)

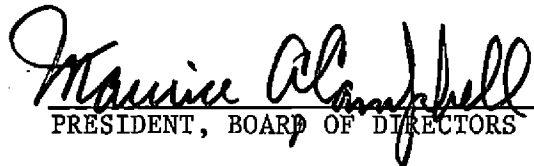
for the purpose of providing a site for the erection of a dwelling structure by Building Trades students at Des Moines Area Community College as a part of a regular course of study, with the intent that upon completion of said construction project the real estate and improvements erected thereon would be sold; and

WHEREAS, the construction project has now been completed and the real estate constitutes surplus property having no further school purpose; and

WHEREAS, the Board adopted, on October 9, 1978, a procedure for selling student constructed houses pursuant to Section 280A.23(7) of the 1977 Code of Iowa as amended by H.F. 2277 of the 1978 session of the 67th General Assembly; and

NOW THEREFORE BE IT RESOLVED that the above described real estate be offered for sale at a listing price of \$88,000.00 with the sale to be handled by the Greater Des Moines Board of Realtors at a commission rate of 5% of sales price, pursuant to the aforementioned Board adopted procedure. The list price is to include a \$3,000.00 floor covering allowance. Landscaping will be completed prior to sell of house.

PASSED AND APPROVED this 9th day of July, 1979.


PRESIDENT, BOARD OF DIRECTORS

ATTEST:


SECRETARY, BOARD OF DIRECTORS

RESOLUTION PLACING CARROLL HOUSE FOR SALE

WHEREAS, by Board action on June 11, 1979, the following described real estate was sold to Wayne and Susan Wessels for the sum of \$62,500.00, to wit;

Lot 13, Block 1, Applewood Knolls Addition to Carroll,
Carroll County, Iowa.

(205 E. Randall Road, Carroll, Iowa)

WHEREAS, notification was received from said Wayne and Susan Wessels on June 28, 1979, that they desired to withdraw their Offer to Buy said property as described above due to a change in their plans whereby they would not be moving to Carroll.

NOW, THEREFORE, BE IT RESOLVED that since Wayne and Susan Wessels "failed to perform", that previously described property again be offered for sale at a listing price of \$65,000.00, with the sale to be handled by Halbur Realty Co., Carroll, Iowa, at a commission rate of 6% of sales price, pursuant to the procedure adopted by the Board October 9, 1978, for selling student constructed houses.

PASSED AND APPROVED this 9th day of July, 1979.



PRESIDENT OF BOARD OF DIRECTORS

ATTEST:



SECRETARY, BOARD OF DIRECTORS



**des moines area
community college**

2006 S. ANKENY BLVD., ANKENY, IOWA 50021

PHONE 964-6200

Paul Lowery, Superintendent

Board of Directors

Donald P. Rowen, President

Maurice Campbell

Murray Goodman

Walter Hetzel

Max W. Kreager

Eldon Leonard

Theodore Nemmers

Walter A. Stover, Jr.

Harold F. Welin

July 10, 1979

Polk County Treasurer
Court House
5th & Court
Des Moines, Iowa

Dear Sir:

Enclosed is our Treasurer's Annual Report for fiscal year
1978 - 1979.

Yours truly,

Irv Steinberg
Controller

IS/mfc

cc: Paul Lowery, Superintendent
✓ Eugene Snyders, Vice-President
Business Management



**des moines area
community college**

2006 S. ANKENY BLVD., ANKENY, IOWA 50021

PHONE 964-6200

Paul Lowery, Superintendent
Board of Directors
Donald P. Rowen, President
Maurice Campbell
Murray Goodman
Walter Hetzel
Max W. Kreager
Eldon Leonard
Theodore Nemmers
Walter A. Stover, Jr.
Harold F. Welin

July 10, 1979

Mr. Robert Yeager, Chief
Fiscal Control Section
Area Schools Division
Department of Public Instruction
Grimes State Office Building
Des Moines, Iowa 50319

Dear Mr. Yeager:

Enclosed is our Treasurer's Annual Report for Fiscal Year
1978 - 1979.

Yours truly,

Irv Steinberg
Controller

IS/mfc

cc: Paul Lowery, Superintendent
Eugene Snyders, Vice-President
Business Management

TREASURER'S ANNUAL REPORT

TO THE
BOARD OF EDUCATION,
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
AND
COUNTY TREASURER

For The Fiscal Year July 1, '78 Thru June 30, '79

NAME OF DISTRICT Des Moines Area Community Coll COUNTY Polk

CO. NO.	DIST. NO.	AEA
77	9911	XI

File one copy of this report with the school board at its regular July meeting. File one copy immediately with the state superintendent of public instruction. File one copy immediately with the county treasurer. (Section 291.15, Code of Iowa, 1975)

GENERAL FUND

1. Treasurer's Cash Balance July 1, 1978	\$ 118,618.45
2. Securities Owned July 1, 1978	\$ 322,274.74
3. Total Assets July 1, '78 (#1 + #2)	\$ 440,893.19
4. General Fund Receipts During Year	\$ 45,203,653.91
5. TOTAL ASSETS TO ACCOUNT FOR (#3 + #4)	\$ 45,644,547.10
6. General Fund Expenditures for Year	\$ 44,972,688.90
7. TREASURER'S TOTAL ASSETS JUNE 30, '79 (#5 - #6)	\$ 671,858.20
8. Securities Owned June 30, '79	\$ 715,373.04
9. TREASURER'S CASH BALANCE JUNE 30, '79 (#7 - #8)	\$ (43,514.84)

SCHOOLHOUSE FUND

10. Treasurer's Cash Balance July 1, 1978	\$ 16,790.63
11. Securities Owned July 1, 1978	\$ 6,904,488.14
12. Total Assets July 1, 1978 (#10 + #11)	\$ 6,921,278.77
13. Schoolhouse Fund Receipts During Year	\$ 11,777,610.15
14. TOTAL ASSETS TO ACCOUNT FOR (#12 + #13)	\$ 18,698,888.92
15. Schoolhouse Fund Expenditures During Year	\$ 12,338,688.86
16. TREASURER'S TOTAL ASSETS JUNE 30, 1979 (#14 - #15)	\$ 6,360,200.06
17. Securities Owned June 30, 1979	\$ 6,353,303.43
18. TREASURER'S CASH BALANCE JUNE 30, '79 (#16 - #18)	\$ 6,896.63

AMOUNT OF INTEREST-BEARING WARRANTS OUTSTANDING ON JUNE 30, '79

19. General Fund	\$ -0-
20. Schoolhouse Fund	\$ -0-
21. Total Outstanding Interest-Bearing Warrants June 30, '79	\$ -0-

STATEMENT OF BANK DEPOSITS

22. Affidavits from depositor banks should be submitted to the board with this report.

Name of Bank	Active Funds	Restricted Funds	Securities	Total
Ankeny State	\$ (43,514.84)	\$	\$ 803,814.45	\$ 760,299.61
Bankers Trust	\$	\$ 6,896.63	\$ 6,264,862.02	\$ 6,271,758.65
Totals	\$ (43,514.84)	\$ 6,896.63	\$ 7,068,676.47	\$ 7,032,058.26

RECONCILIATION WITH SECRETARY

23. Treasurer's Balance June 30, '79	General Fund \$ (43,514.84)	Schoolhouse Fund \$ 6,896.63
24. Add Receipts Reported by Secretary but Not Treasurer	\$	\$
25. Subtract Outstanding Warrants	\$ 214,944.81	\$ 2,594.17
26. Subtract Deposits in Transit	\$	\$
27. Secretary Balance June 30, '79	\$ * (258,459.65)	\$ 4,302.46

I hereby certify the above report to be correct to the best of my knowledge and belief.


DISTRICT TREASURER'S SIGNATURE

The board of directors has examined the treasurer's records and the report above and herewith certify that both have been approved for the fiscal year July 1, '78 through June 30, '79.

Dated this 9th day of July, 1979.

*A zero checking acct. bal. is being maintained with trans. being made from Savings to cover checks cleared. Deficit amt. is checks cleared 6/30/79. Savings trans. made 7/2/79


BOARD PRESIDENT'S SIGNATURE

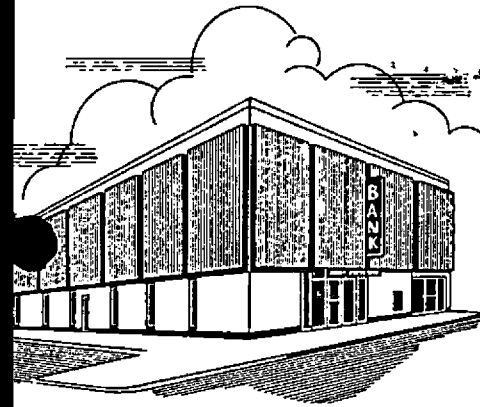

BOARD SECRETARY'S SIGNATURE

DIRECTIONS

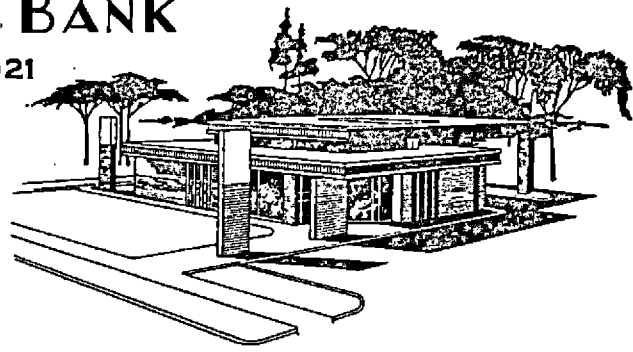
- This report should be based upon the treasurer's books. Disbursements, Items 6 and 15, should include amounts actually paid out by the treasurer and should not include warrants issued by the secretary and not paid by the treasurer.
- Statement of bank deposits, Item 22, should agree with affidavits from depository banks. The total amount of bank deposits should reconcile with total balances on hand June 30, '79 in Items 9 and 18.
- Balances on hand July 1, '78 Items 1 and 10, should be the same as those reported on hand June 30, '78 in last year's report.

ANKENY STATE BANK

ANKENY, IOWA 50021



UPTOWN
THIRD and CHERRY



OFFICE
FIRST and SHARMIN

DEANE E. MINOR, Chairman of the Board
DONALD L. DAVIS, President
JAMES W. ANGSTEAD, Vice-President
G. E. RILEY, Vice President and Cashier
GERALD T. FEHN, Ass't Vice President
HAROLD D. BARCUS, Ass't Vice President and
First Street Office Manager
RENA P. VANNI, Ass't. Cashier

July 3, 1979

Mr. Irv Steinberg
%DMACC
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

RECEIVED

JUL 5 1979

BUSINESS

Dear Irv;

Listed below are your account balances as of June 30, 1979:

Savings

9818-6	\$ 5,579.46 (Student Activities Account)
8024-2	315,373.04
10497-6	88,441.41

Checking

040-20-7	\$ 43,514.84 deficit
----------	----------------------

Certificates

9285	\$300,000.00
9228	100,000.00

If you need more information please contact me.

Sincerely,

Rena Vanni
Ass't Cashier

RV/rmb



Bankers Trust

July 9, 1979

Irv Steinberg, Controller
Des Moines Area Community College
Des Moines, Iowa

Dear Sir:

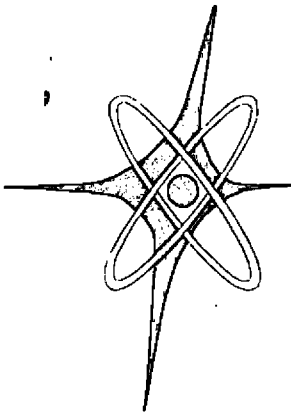
As of June 30, 1979, I certify that our records show the following accounts and balances for the Des Moines Area Community College:

Savings Account #985-077-7	\$1,497,862.02
Checking Account #00-517-7	\$6,896.63
Certificates of Deposit	\$4,767,000.00

Sincerely,


Gary H. Armstrong
Auditor

dd



MID-IOWA

Educational Computer Center

2124 GRAND AVENUE . DES MOINES, IOWA 50312 . PHONE (515) 288-1901

June 22, 1979

RECEIVED
JUN 25 1979
BUSINESS MANAGEMENT

Gene Snyders
Administrative Vice President
and Secretary to the Board
Des Moines Area Community College
2006 Ankeny Boulevard
Ankeny, Iowa 50021

Dear Gene:

The enclosed Agreement for services between Mid-Iowa Computer Center and the Des Moines Area Community College was approved by the Board of Directors of Mid-Iowa Computer Center at their regular meeting held Wednesday, June 20, 1979. There are two copies of the Agreement enclosed. I have signed both on behalf of Mid-Iowa Computer Center and request that you or some other authorized individual sign on behalf of the college. Please keep one copy for your files and return the other to me for our files.

Unless you wish otherwise, we will plan to bill you at the end of each month for the charges incurred during that month.

Thank you for your cooperation in getting this Agreement put together.

Sincerely,

Donald E. Andrew
Director

DEA/jb

Encls.

"Computer services for Central Iowa schools"

Board of Directors

Dr. Richard Lampshire, Pres.
Des Moines, Iowa
Heartland A E A 11

Mr. Dale Henricks, Sec.
Story City, Iowa
Area XI Local Supts.

Mr. Walter Hetzel
Ames, Iowa
DM Area Comm. College

Dr. Clifford H. Stokes
Stuart, Iowa
Area XI Local Supts.

Dr. George G. Caudill Vice Pres.
Des Moines, Iowa
DM Indep. Comm. Schools

A G R E E M E N T

This Agreement made and entered into this 1st day of July, 1979, by and between Des Moines Area Community College (hereinafter referred to as "DMACC") and Mid-Iowa Computer Center (hereinafter referred to as MICC"), WITNESSETH:

IN CONSIDERATION FOR THE PAYMENTS HEREINAFTER SET FORTH, Mid-Iowa Computer Center agrees to provide DMACC computer and related services upon the following terms and conditions:

1. The services to be provided are of the general nature previously provided DMACC as a member of Mid-Iowa Educational Computer Center. Those services would include, but not be limited to, availability of the system for access through both the R.J.E. and the terminals, and backup procedures for both the data base and all other DMACC files and programs currently on the Mid-Iowa Educational Computer Center System.

2. DMACC shall pay for the services provided and used, fees and charges in accordance with the following schedule:

Programming	\$15.00 per hour
Computer time (except as hereinafter specifically provided for)	\$92.00 per CPU/IO hour (including operator)
Disk storage	2.82 cents per 180 bytes per year based on a monthly average
Data Entry	\$10.19 per hour
Clerical work	\$7.34 per hour
Supplies & Materials	MICC's invoice plus 10%
Shipping	Actual cost
Consulting	\$26.50 per hour
DCP use	Dial-up-600 baud or less \$82 per month
Leased	To 2400 Baud \$261 per/month to 4800 baud \$402 per/month

Payroll checks:

New addition	\$1.35 each
Continuing processing, (including checks)	.49 each
Corrections to the file	No charge

Accounts payable

Checks supplied by DMACC,
otherwise no charge other than
hourly CPU rate of \$92 and
supplies at cost plus 10%

Property accounting key
punching (if required)

.23 per card.

3. MICC agrees to provide the services above referred to for the fees and charges indicated for a period to and including July 1, 1980. Provided, however, DMACC may terminate this Agreement upon sixty (60) days written notice to MICC.

4. Upon termination of this Agreement, either by expiration of the term or upon written notice as above provided, MICC will permit DMACC to do the following and cooperate and assist with regard thereto, to-wit:

- (a) Retrieve database backup tape of DMACC files.
- (b) Copy the source statement library for all DMACC application programs and the DASDL database description.
- (c) Obtain various DMACC files from the database to be reformatted for specific transfer to another system or to be retained by DMACC.
- (d) Obtain printed copies of a number of reports from DMACC date retention by DMACC.

5. As a part of this Agreement, MICC will provide assistance in obtaining tapes of DMACC's data files. If special programming is needed to access data from the Burroughs system to meet the statewide software formats, the staff of MICC will write these programs and DMACC shall pay for such service, an amount of \$15 per hour, for the time actually spent performing that service.

6. It is further understood and agreed that DMACC shall have access to, and use of, all applications programs relevant to the processing of Area College data developed at MICC except for those to which Burroughs Corporation has proprietary rights. Copies of the programs to which DMACC is entitled shall be furnished to DMACC upon request of the director of data systems of DMACC.

7. In entering into this Agreement, MICC represents and agrees that it will have available during the term of this Agreement sufficient equipment, lines, staff and supplies to furnish the services currently provided DMACC by Mid-Iowa Educational Center and that current equipment available to provide those services will not be reduced during the term of this Agreement unless so ordered by statutory authority.

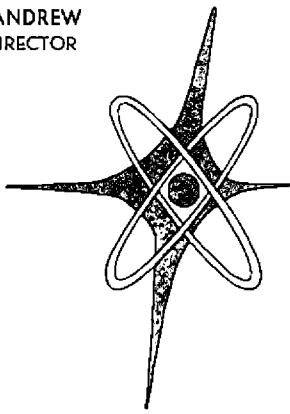
Signed and executed the day and year first above written.

DES MOINES AREA COMMUNITY COLLEGE

BY 

MID-IOWA COMPUTER CENTER

BY 



MID-IOWA

Computer Center

2124 GRAND AVENUE . DES MOINES, IOWA 50312 . PHONE (515) 288-1901

August 31, 1979

RECEIVED

SEP 4 1979

BUSINESS MANAGEMENT

Gene Snyders
Vice President and Secretary
Des Moines Area Community College
2006 Ankeny Boulevard
Ankeny, Iowa 50021

Dear Gene:

Enclosed is a signed copy of the Termination Agreement and Plan of Distribution for the Property and Assets of the Mid-Iowa Educational Computer Center. This copy is for your records.

As of today, our auditors, Augustine & Co., have completed the audit of Mid-Iowa Educational Computer Center and we expect to have their written report within the next three weeks. You will be furnished a copy of that report and, at the same time, the account of the Des Moines Area Community College with Mid-Iowa Computer Center will be credited with the amount shown as your share of the distribution of assets.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Andrew". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Donald E. Andrew
Executive Director

DEA/jb

Encl.

TERMINATION AGREEMENT and PLAN OF
DISTRIBUTION for the property and
assets of the MID-IOWA EDUCATIONAL
COMPUTER CENTER

This agreement between the Des Moines Area Community College hereinafter called "College"), the Des Moines Independent Community School District (hereinafter referred to as "Des Moines"), and the Des Moines Area Education Agency (hereinafter referred to as "Heartland") commemorates the dissolution and termination of the Mid-Iowa Educational Computer Center which is an agency created by agreement between the College, Des Moines and Heartland, pursuant to an agreement dated November 24, 1970, as amended by agreement dated October 6, 1975, and sets forth the plan of distribution of all of the Mid-Iowa Educational Computer Center property and assets.

Pursuant to §12 of the agreement of November 24, 1970, as amended October 6, 1975 (hereinafter sometimes referred to as "The Agreement"), The Agreement may be terminated by written agreement executed by all the parties hereto. Heretofore, the College has given notice that it has not approved a budget adopted by the board of directors of the Mid-Iowa Educational Computer Center for the fiscal year commencing July 1, 1979, and has stated its intent in writing dated January 4, 1979, that the College will not participate in The Agreement after July 1, 1979.

Accordingly, IT IS AGREED:

Section 1. That The Agreement is terminated at 11:59 p.m. on June 30, 1979, unless an earlier date of termination is agreed upon in writing by all parties hereto.

Section 2. That all of the Mid-Iowa Educational Computer Center property and assets shall be distributed in accordance with the plan of distribution attached hereto as Exhibit A and incorporated herein by reference.

Section 3. That the College expressly agrees that the other parties to this Agreement may form a new entity to provide educational computer services. In the event such an entity is formed, such entity shall provide computer services to the College on a contractual basis upon terms and conditions to be agreed upon by separate agreement.

Section 4. Mid-Iowa Educational Computer Center shall notify all debtors and creditors of the intention to dissolve the Mid-Iowa Educational Computer Center, and if appropriate, of the intent to form a successor agency at the time of dissolution.

Section 5. The books of the Mid-Iowa Educational Computer Center shall be closed on the date of dissolution and a statement of financial condition completed within the next ten days. Upon completion of the statement of financial condition, all debts and obligations shall be promptly paid. After payment of all debts and obligations, all property and assets shall be determined at the book value thereof as of the date of dissolution consistent with the provisions of Exhibit A as they relate to that determination.

Section 6. Thereafter, the property and assets of the Mid-Iowa Educational Computer Center shall be distributed according to the plan attached hereto as Exhibit A and incorporated herein by reference. In the event assets are distributed outright to the parties, each party shall execute all necessary instruments to transfer to the other parties the full rights to the property apportioned to those other parties, and thereafter, none of the parties shall interfere with that property.

Section 7. Within thirty days after the date of dissolution, the books and records of the Mid-Iowa Educational Computer Center shall be audited.

Section 8. Each party acknowledges that except for its rights under this agreement, it has no claim whatsoever against the other parties.

Section 9. All contracts and obligations outstanding and unperformed shall be fully completed and performed in the name of the Mid-Iowa Educational Computer Center and profits made or losses sustained thereby shall be divided in proportion to each of the parties' respective interest.

Section 10. The parties are not aware of any liabilities or contingent liabilities other than those which arise in the ordinary course of business, and which will be paid in the ordinary course as specified in Exhibit A. In the event that any material liability in excess of \$10,000 should hereafter accrue, then any party to this Agreement may, in writing, request that the plan of distribution be amended to reflect any particular contribution or liability of any of the parties.

Section 11. Any disputes arising between or among the parties shall be submitted to Llewellyn E. Slade of Des Moines, Iowa, as Arbitrator, for resolution of the dispute. The decision of the Arbitrator shall be binding on all the parties.

DES MOINES AREA COMMUNITY COLLEGE

By *Janice Campbell*
President, Board of Directors

By *Eugene Snyder*
Secretary, Board of Directors

DES MOINES INDEPENDENT COMMUNITY
SCHOOL DISTRICT

By *Kenneth C. Williams*
President, Board of Directors

By *Peter J. Cunningham*
Secretary, Board of Directors

AREA 11 EDUCATION AGENCY

By *Ralph D. Lynn*
President, Board of Directors

By *Margaret Kosher*
Secretary, Board of Directors

EXHIBIT A

PLAN OF DISTRIBUTING ASSETS AND PROPERTY OF THE
MID-IOWA EDUCATIONAL COMPUTER CENTER AT THE TIME
OF DISSOLUTION

1. All receipts from each of the organizing bodies (the College, Des Moines, and Heartland) since organization, including the contributions of the predecessors to Heartland (the Polk County School System and the Polk-Story County School System) shall be determined. This total shall include all money, equipment, space, utilities, parking, and education contributed by the parties.

2. The percentage of total contributions by the organizing bodies shall be determined.

3. Mid-Iowa Educational Computer Center shall pay all current invoices, accrued payroll, including accrued vacation, payroll taxes and other fringe benefits, through the last day of operation.

4. Prior to dissolution, Mid-Iowa Educational Computer Center shall engage a certified public accountant to audit the books and to determine the book value of Mid-Iowa Educational Computer Center on the date of dissolution. The certified public accountant shall be paid from the cash on hand on the last day of operation and prior to final distribution of assets.

5. The following shall govern the determination of book value:

A. The Burroughs computer shall be depreciated on the basis of eight years' sum of the years' depreciation in valuing this asset.

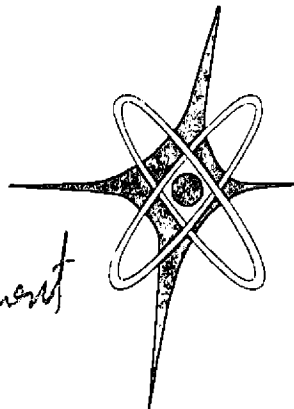
B. The net value of the leasehold improvements is \$6,525.

6. Once the total contributions by organizing bodies are determined, a percentage contribution shall be obtained. The dollar amount of the percentage share of the book value shall be obtained using this percentage and the dollar value shall be assigned.

7. In the event a successor entity is not formed, the assets shall be divided and distributed to the parties according to their share.

8. In the event a successor agency is formed to continue the operations of the Mid-Iowa Educational Computer Center, a bill of sale shall be executed transferring all of the assets of the Mid-Iowa Educational Computer Center, subject to its liabilities, to the new entity, which shall immediately begin to own and operate. The parties to the new entity shall be entitled to credit for their proportionate share as contribution in the new entity. The College shall have credit for services from the new entity to the extent of the amount of its proportionate share of the contributions.

Attachment
No. 6



MID-IOWA

Educational Computer Center

2124 GRAND AVENUE . DES MOINES, IOWA 50312 . PHONE (515) 288-1901

Attachment
#6

June 21, 1979

RECEIVED

JUN 22 1979

BUSINESS MANAGEMENT

Gene Snyders
Secretary to the Board
Des Moines Area Community College
2006 Ankeny Boulevard
Ankeny, Iowa 50021

Dear Gene:

Enclosed is the "Termination Agreement and Plan of Distribution for the Property and Assets of the Mid-Iowa Educational Computer Center" which was approved by the Board of Directors of Mid-Iowa Educational Computer Center at their regular meeting on Wednesday, June 20, 1979.

Please present this Termination Agreement to your board with recommendation that it be approved.

This agreement was worked out in meetings between administrative staffs of the Des Moines Independent Community School District, Des Moines Area Community College, Heartland Area Education Agency 11, and Mid-Iowa Educational Computer Center. Mr. Edgar H. Bittle, Legal Counsel for the Mid-Iowa Educational Computer Center and also for the Des Moines Independent Community School District, and Mr. H. Richard Smith, Legal Counsel for the Des Moines Area Community College, have cooperated in drawing up the agreement and assure us it complies with the terms of dissolution as set out in the 28E Agreement entered into in November, 1970, between the Des Moines School District, Des Moines Area Community College and Heartland Area Education Agency 11. We believe the Termination Agreement is fair and equitable to all parties concerned and should be approved at this time.

Please let me know when this agreement is approved by your Board of Directors and send me a copy of the minutes of the meeting in which that action was taken.

Sincerely,

Donald E. Andrew
Director

cc: Paul Lowery

"Computer services for Central Iowa schools"

Board of Directors

Dr. Richard Lampshire, Pres.
Des Moines, Iowa
Heartland A E A 11

Mr. Dale Henricks, Sec.
Story City, Iowa
Area XI Local Supts.

Mr. Walter Hetzel
Ames, Iowa
DM Area Comm. College

Dr. Clifford H. Stokes
Stuart, Iowa
Area XI Local Supts.

Dr. George G. Caudill Vice Pres.
Des Moines, Iowa
DM Indep. Comm. Schools

6-I

TERMINATION AGREEMENT and PLAN OF
DISTRIBUTION for the property and
assets of the MID-IOWA EDUCATIONAL
COMPUTER CENTER

This agreement between the Des Moines Area Community College (hereinafter called "College"), the Des Moines Independent Community School District (hereinafter referred to as "Des Moines"), and the Area 11 Education Agency (hereinafter referred to as "Heartland") commemorates the dissolution and termination of the Mid-Iowa Educational Computer Center which is an agency created by agreement between the College, Des Moines and Heartland, pursuant to an agreement dated November 24, 1970, as amended by agreement dated October 6, 1975, and sets forth the plan of distribution of all of the Mid-Iowa Educational Computer Center property and assets.

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Section 5. The books of the Mid-Iowa Educational Computer Center shall be closed on the date of dissolution and a statement of financial condition completed within the next ten days. Upon completion of the statement of financial condition, all debts and obligations shall be promptly paid. After payment of all debts and obligations, all property and assets shall be determined at the book value thereof as of the date of dissolution consistent with the provisions of Exhibit A as they relate to that determination.

Section 6. Thereafter, the property and assets of the Mid-Iowa Educational Computer Center shall be distributed according to the plan attached hereto as Exhibit A and incorporated herein by reference. In the event assets are distributed outright to the parties, each party shall execute all necessary instruments to transfer to the other parties the full rights to the property apportioned to those other parties, and thereafter, none of the parties shall interfere with that property.

Section 7. Within thirty days after the date of dissolution, the books and records of the Mid-Iowa Educational Computer Center shall be audited.

Section 8. Each party acknowledges that except for its rights under this agreement, it has no claim whatsoever against the other parties.

Section 9. All contracts and obligations outstanding and unperformed shall be fully completed and performed in the name of the Mid-Iowa Educational Computer Center and profits made or losses sustained thereby shall be divided in proportion to each of the parties' respective interest.

Section 10. The parties are not aware of any liabilities or contingent liabilities other than those which arise in the ordinary course of business, and which will be paid in the ordinary course as specified in Exhibit A. In the event that any material liability in excess of \$10,000 should hereafter accrue, then any party to this Agreement may, in writing, request that the plan of distribution be amended to reflect any particular contribution or liability of any of the parties.

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DES MOINES AREA COMMUNITY COLLEGE

By _____
President, Board of Directors

By _____
Secretary, Board of Directors

DES MOINES INDEPENDENT COMMUNITY
SCHOOL DISTRICT

By _____
President, Board of Directors

By _____
Secretary, Board of Directors

AREA 11 EDUCATION AGENCY

By _____
President, Board of Directors

By _____
Secretary, Board of Directors

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MID-IOWA EDUCATIONAL COMPUTER CENTER AT THE TIME
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3. Mid-Iowa Educational Computer Center shall pay all current invoices, accrued payroll, including accrued vacation, payroll taxes and other fringe benefits, through the last day of operation.

4. Prior to dissolution, Mid-Iowa Educational Computer Center shall engage a certified public accountant to audit the books and to determine the book value of Mid-Iowa Educational Computer Center on the date of dissolution. The certified public accountant shall be paid from the cash on hand on the last day of operation and prior to final distribution of assets.

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B. The net value of the leasehold improvements is \$6,525.

6. Once the total contributions by organizing bodies are determined, a percentage contribution shall be obtained. The dollar amount of the percentage share of the book value shall be obtained using this percentage and the dollar value shall be assigned.

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FULL SERVICE

Designed to provide the full range of service to the College including serving as chief negotiator in collective bargaining from July 1, 1979 to June 30, 1980 for the one certified bargaining unit.

Included in this program:

One hundred (100) hours of personnel, and/or labor relations services. Three hour minimum for services other than my office.

Includes:

- Chief Negotiator at table.
- Negotiating strategy.
- Analyzing and preparing proposals.
- Representation at unit determination.
- Representation impasse - factfinding and arbitration.
- Representation issue arbitration.
- Representation prohibited practice cases.
- Representation teacher dismissal cases.
- Staff meetings relative to contract administration.
- Consultation in any related area.

Cost of Service:

1. \$7,000 plus telephone and copy expenses.
2. \$55 per hour plus expenses (Des Moines) for hours in excess of one hundred (100).

Payment:

1. Initial payment \$620 for July, 1979.
2. \$580 per month plus telephone and copy expenses August through June.
3. Monthly statement will reflect hours charged the previous month.
4. When services exceed one hundred (100) hours billing will be \$55 per hour plus expenses from Des Moines.

H. WILTSEY & ASSOCIATES

FOR BOARD OF EDUCATION

Henry J. Wiltsey
President

By: *Maurice Campbell*
Title: Chairman, Board of Directors
Des Moines Area Community College
Address Ankeny, Iowa 50021

Date June 21, 1979

DES MOINES AREA COMMUNITY COLLEGE
Regular Board Meeting
Monroe High School - Highway 163 - Monroe, Iowa
Monday, June 11, 1979

AGENDA

- 5:30 P.M. CALL TO ORDER - REGULAR MEETING
- 7:00 P.M. DINNER AND PRESENTATION ON 20¼¢ LEVY - Duncan's Cafe (Across street from High School)
- 8:15 P.M. RECONVENE - REGULAR MEETING
1. APPROVAL OF TENTATIVE AGENDA
 2. PUBLIC COMMENTS
 3. APPROVAL OF MINUTES - May 14 regular meeting and special hearing
 4. REPORTS
 - a. Status report on collective bargaining process - Wiltsey & Von Mayr
 - b. ACCT conference - Leonard, Hetzel, Clark, & Lowery
 - c. Area Supts. - Lowery
 - d. Status of computer for statewide system - Snyders
 - e. Monthly financial - Snyders
 - f. Progress report on levy extension - Clarkson
 5. COMMUNICATION
 - a. Letter from North Central Association concerning seven year accreditation approval
 6. NEW BUSINESS
 - a. Personnel report.
 - b. Salary program for college staff FY80.
 - c. Resolution to sell student constructed house at 1001 SE Wanda Drive, Ankeny, to Charles and Betty Wright.
 - d. Consideration of offers to buy student constructed house located at 205 E. Randall Road, Carroll.
 - e. Recommend that mileage reimbursement rate be increased for DMACC board members and employees to 18¢ per mile, consistent with Senate File 499 as passed by the Sixty-eighth General Assembly, effective July 1, 1979.
 - f. Recommend awarding insurance contracts, effective July 1, 1979.
 - g. Recommend approval of cooperative agreement by and between the University of Northern Iowa and DMACC for the 1979-80 student teaching program.
 - h. Recommend institutional membership in the National Association of College and University Business Officers in the amount of \$775/year.

6. NEW BUSINESS (continued)
 - i. Extension of lease agreement for Sabin School for the period August 1, 1979 to July 31, 1980, with all terms and conditions as stated in the current lease.
 - j. Recommend approval of student activity budgets for 1979-80 for Ankeny and Boone.
 - k. Agreement with MIECC concerning data processing services.
 - l. Recommend changes in the Inventory policy.
7. OTHER
 - a. Board/Superintendent evaluation
8. PRESENTATION OF CLAIMS AND ACCOUNTS
9. ADJOURNMENT