

Des Moines Area Community College

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Board of Directors Meeting Minutes

10-17-1983

Board of Directors Meeting Minutes (October 17, 1983)

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Oct. 17, 1983
Reg. Meeting



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DES MOINES AREA COMMUNITY COLLEGE
Regular Board Meeting
October 17, 1983
Boone Campus - Room 103

A G E N D A

1. Call to Order - 7:00 p.m.
2. Roll Call.
3. Consideration of Tentative Agenda.
4. Public Comments.
5. Consideration of minutes of September 14, 1983, special meeting, September 19, 1983, regular meeting, September 29, 1983, special meeting, October 3, 1983, organizational meeting, and October 5, 1983, special meeting.
6. Consideration of Human Resources Report.
7. Consideration of the ratification of DMACC Foundation Board Members.
8. Consideration of offers to purchase property at 2340 Ashwood Drive, Carroll, Iowa.
9. Consideration of procedure for weekly approval of payables.
10. Consideration of Payables.
11. Presentation of Financial Report.
12. Superintendent's Report.
13. Board Members' Reports.
14. Review of Board Policy Manual, Section 1000, Board of Directors.
15. Consideration of Industrial Training Contract.
16. Future Agenda Items:
 - A. Consideration of Board Policy Revisions.
 - B. College Objectives and Budget Considerations, FY'85.
 - C. Next Regular Board Meeting - November 21, 1983, Ankeny.
17. Adjournment.

DES MOINES AREA COMMUNITY COLLEGE
Regular Board Meeting

October 17, 1983
Boone Campus - Room 103

REGULAR MEETING

17 OCTOBER 1983

The regular meeting of the Des Moines Area Community College Board of Directors was held in Room 103 of the Academic Building on the Des Moines Area Community College Boone Campus, October 17, 1983. Board President J. Risdal called the meeting to order at 7:00 p.m.

ROLL CALL

Members Present:

DeVere Bendixen	Eldon Leonard
Raymond Clark	Jasper Risdal
Theodore Nemmers	Herbert Ritland

Members Absent:

Georganne Garst
Donald Rowen
Douglas Shull

Others Present:

Joseph A. Borgen, President
Helen M. Minor, Board Secretary
Ed Bittle, Ahlers Law Firm
Other interested staff and community residents

APPROVAL OF
TENTATIVE AGENDA

It was moved by H. Ritland, seconded by D. Bendixen, that the tentative agenda be approved as presented.

Motion passed unanimously.

PUBLIC COMMENTS

Lee McNair, President of the Boone Campus Employees' Association, welcomed the Board and others in attendance to the Boone Campus.

President J. Risdal presented a plaque to former Board President E. Leonard in appreciation of his serving as Board President for the past four years.

APPROVAL OF
MINUTES

A motion was made by E. Leonard, seconded by R. Clark, to approve the minutes of the September 14, 1983, special meeting, September 19, 1983, regular meeting, September 29, 1983, special meeting, October 3, 1983, organizational meeting, as presented, and to approve the October 5, 1983, special meeting minutes with a correction on page two, RECEIVE AND FILE ACTIONS REGARDING CLASSIFIED STAFF, Section B. This should read: Reduction of Assignment.

Motion passed unanimously.

Board of Directors' Minutes

October 17, 1983

Page 2

APPROVAL OF HUMAN
RESOURCES REPORT

T. Nemmers made a motion, which was seconded by H. Ritland, for approval of the following personnel items:

Contract Changes

Erbe, Norman, Director-International Trade Studies, Development Services, Continuation of Title III Grant from October 1, 1983, to September 30, 1984. Specially funded contract with professional staff.

Termination

Kelly, Helen, Instructor-Nursing, Boone Campus. Failure to notify of intent to return from long term leave without pay. Effective May 27, 1983.

Leave Without
Pay

Cory, Cynthia, Instructor-Nursing, Boone Campus. From November 4, 1983, to December 22, 1983, for family illness.

New Personnel

Cox, Patricia, Instructor-Nursing, Boone Campus. Annual salary \$9,333. Nine month contract. Effective September 27, 1983. Continuing contract with certified faculty. Probationary status.

Stiles, Betty, Instructor-Office Occupations, Urban Campus. Annual salary \$9,929. Twelve month contract. Effective August 31, 1983. Continuing contract with certified faculty. Probationary status.

Motion passed unanimously.

APPROVAL OF
FOUNDATION BOARD
OF DIRECTORS

It was moved by R. Clark, seconded by D. Bendixen, that the Board approve the reappointment of John Voigt, Clair Abbott, Steve Afdahl, Lloyd Courter, James Grabau, James Nash, Kirke Quinn, Paul Stark, Edna Schluter to the Des Moines Area Community College Foundation Board of Directors.

Motion passed unanimously.

OFFERS TO PURCHASE
CARROLL PROPERTY

Manager of Business Services, Don Zuck, reported that the Board had received no offers to purchase the student constructed house in Carroll, Iowa.

A motion was made by E. Leonard, seconded by T. Nemmers, that the listing price of the College owned property at 2340 Ashwood Drive, Carroll, Iowa, be reduced to \$89,000.

Motion passed unanimously.

APPROVAL OF PROCEDURE FOR WEEKLY
APPROVAL OF
PAYABLES

It was moved by R. Clark, seconded by E. Leonard, that the Board authorize the President of the Board, Vice President of the Board, or any other member of the Board to approve Accounts Payable on a weekly basis prior to Board meetings and to authorize the release of payment to vendors; said approval to be certified to the Board at the next regular Board meeting when official Board approval action will be taken.

Motion passed unanimously.

APPROVAL OF
PAYABLES

D. Bendixen made a motion, R. Clark seconded, that the Board of Directors approve the payables included as Attachment #1 to these minutes.

Motion passed unanimously.

PRESENTATION OF
FINANCIAL REPORT

The Financial Report as included in Attachment #2 to these minutes was reviewed by G. Snyders, Executive Vice President for Management Services.

SUPERINTENDENT'S
REPORT

J. Borgen gave a clarification of figures previously reported on the Labor Studies Program.

Dr. Borgen reported he had thoroughly investigated, and found no evidence that a College employee had solicited funds on College time for a candidate's or candidates election to the Des Moines Area Community College Board of Directors.

APPROVAL OF
RESOLUTION
APPROVING NEW JOBS
TRAINING AGREEMENT-
FIRESTONE

E. Leonard made a motion, R. Clark seconded, to adopt the resolution included as Attachment #3 to these minutes which approves a new jobs training agreement with Firestone Tire and Rubber Company. The Agreement is attached to these minutes as Attachment #4.

Motion passed unanimously on a roll call vote.

APPROVAL OF
RESOLUTION DIRECT-
ING SALE OF NEW
JOB TRAINING
CERTIFICATES

A motion to adopt the resolution directing the sale of \$200,000 new job training certificates was made by D. Bendixen, seconded by T. Nemmers. The resolution is attached to these minutes as Attachment #5.

Motion passed unanimously on a roll call vote.

RECESS

The Board recessed at 8:00 p.m. and reconvened at 8:10 p.m.

Mr. David Boehm, Vice President of the Boone Chamber of Commerce welcomed the Board to Boone and expressed his appreciation of the partnership between Des Moines Area Community College and the Boone Community.

BOARD POLICY
REVIEW

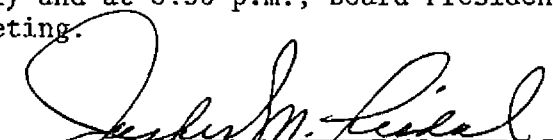
The Board of Directors' section of the Board Policy Manual was reviewed.

ADJOURNMENT

A motion for adjournment was made by H. Ritland, seconded by T. Nemmers.

Motion passed unanimously and at 8:50 p.m., Board President Risdal adjourned the meeting.


HELEN M. MINOR, Secretary


JASPER RISDAL, President

MEMORANDUM

Oct. 7, 1983

TO: Board Secretary

FROM: Irv Steinberg *ISW*

RE: Financial Report for Sept,83/Board Meeting Oct 17,83

At month end we had utilized approximately \$1,770,000 of our Anticipatory Warrant funds to satisfy cash requirements. Unless our 1st quarter FY84 State Aid and/or Vocational Aid payment is released prior to October 21st, it is possible that we may need to borrow some additional funds to cover payroll for that date.

In excess of \$100,000 from property taxes was received during the month, with the majority of the balance of 1st half year collections expected in late October or early November. Sufficient funds are currently on hand to pay the interim interest payment on our three year Plant Fund loan due 12-31-83 of \$105,600.

A number of budget adjustments were made during the month to reflect anticipated reductions in revenue, to include the 2.8% cut-back in state aid, and compensating reductions in non-payroll expenses. Further adjustments on payroll expenses will be made during October which will consider various organizational changes recently approved.

The "Cost Summary By Program for FY 1982-83" report distributed in September showed the Labor Industrial Relations Program with 690 contact hours and 1.28 FTE, resulting in Cost per FTE in excess of \$29,000. These reported statistics were correct, as verified by Leonard Bengtson, and included all students who declared Labor Studies as their college major, which is consistent with the reporting procedure as established by the DPI. However, the actual student contact hours of students in attendance in this course was 5,431, which equates to 10.1 FTE, when considered downgrades the cost per FTE to approximately \$3,737.

Included with financial reports this month is a bar graph which compares Board approved revenue and expense budgets to actual amounts received and expended through Sept. 30, 1983.

DES MOINES AREA



CASH POSITION REPORT

August 31, 1983

	<u>DMACC TRUST</u>	<u>COMBINED FUNDS</u>	<u>PLANT FUND</u>	<u>VOTED TAX SINKING FUND</u>
	<u>Ankeny State</u>		<u>Bankers Trust</u>	
<u>CASH IN BANK</u>				
Balance Forward 9-1-83	7,622	100,972	50,847	
Plus September Receipts	60,722	3,098,137	154,361	
Less September Disbursements	<u>37,526</u>	<u>3,256,704</u>	<u>201,124</u>	
Cash Balance 9-30-83	\$30,818	\$ (57,595)	\$ 4,084	
<u>INVESTMENTS</u>				
Savings CD's	188,590		90,000	458
Plant Fund at Bankers Trust			939,000	110,000
General Fund at Ankeny State		775,000		
Loan Fund At Ankeny State		25,000		
Alumni Agency Fund at Anekny State		<u>10,000</u>		
Total Cash & Investments	<u>\$219,408</u>	\$ <u>752,405</u>	<u>\$1,033,084</u>	<u>\$110,458</u>

Footnotes

1. Payment on 3 year Plant Fund Loan from Sinking Fund will be due for \$105,600 on 12-31-83 and \$1,705,600 on 6-30-84.
2. Of the \$2.5 million Anticipatory Warrant monies borrowed 7-1-83, approximately \$1.7 million was used as of 9-30-83 for cash requirements.
3. Deficit cash balance shown for combined fund is off-set by outstanding checks, and represents a book figure only.

INTRODUCTION TO BUDGET STATUS GRAPHS

The following two pages have been prepared, for the first time, to present a graphical representation of the Des Moines Area Community College budget status. It is the intent that the bar graphs will provide the Board a quick, pictorial overview. We have omitted the page listing all of the exact numbers for each Fund, but this sheet can be included in future reports if that is the preference of the Board.

The legend at the bottom of the graphs is further explained as follows:

APVD REV: Board approved revenue budget

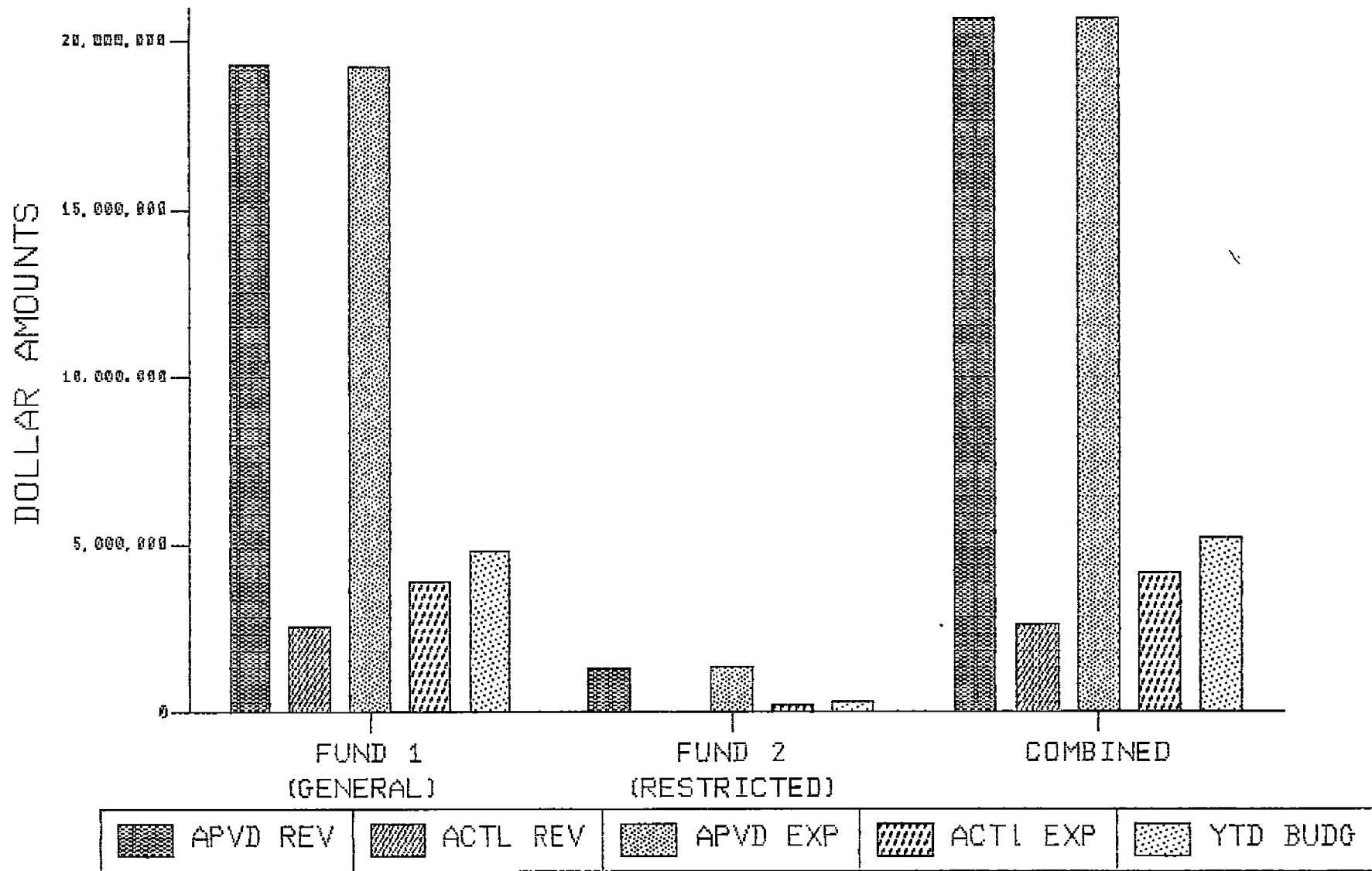
ACTL REV: Actual revenue received, year-to-date

APVD EXP: Board approved expenditure budget

ACTL EXP: Actual expenditure, year-to-date

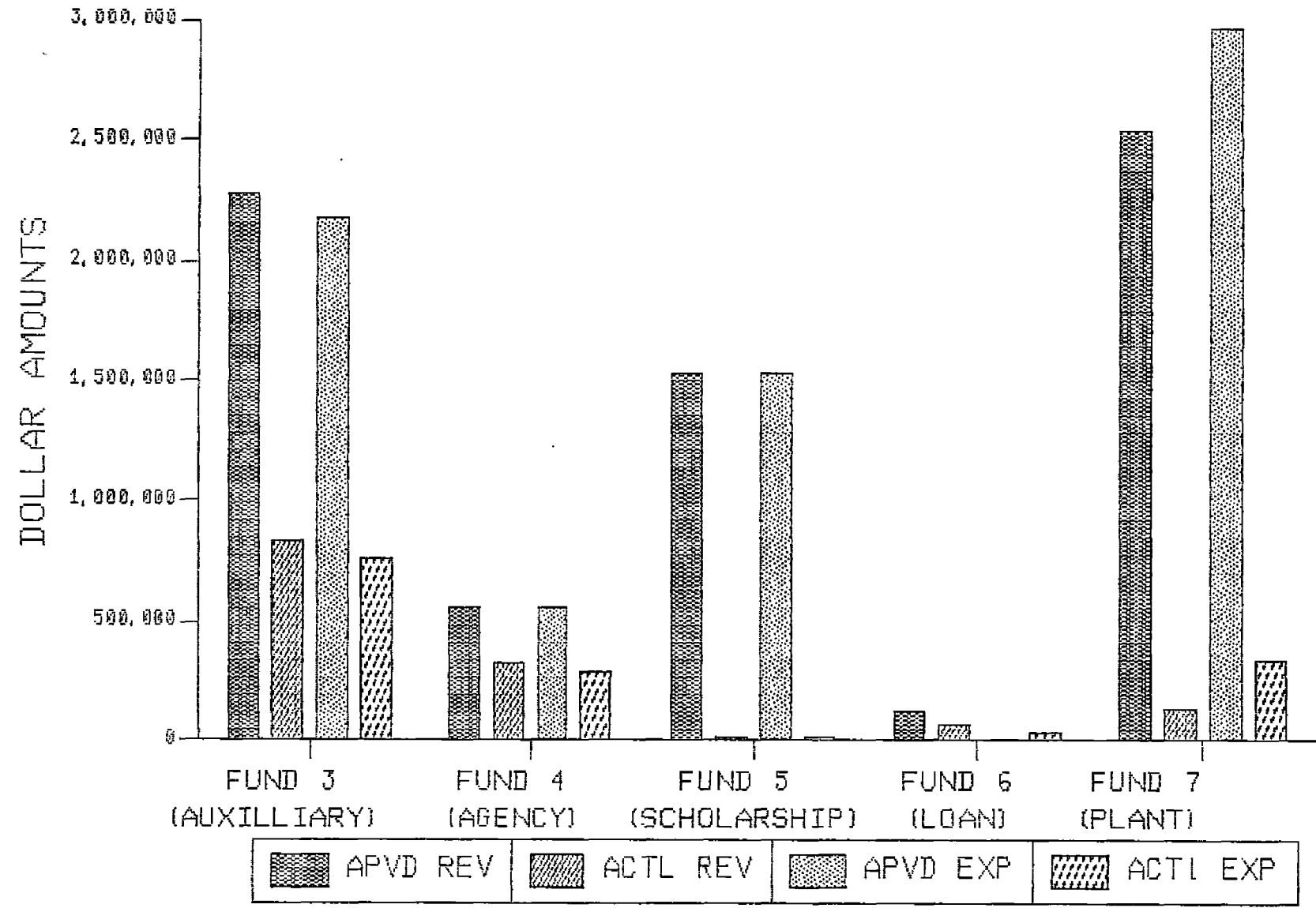
YTD BUDG: Percent of fiscal year completed multiplied by Board approved expenditure budget

DMACC BUDGET STATUS SEPTEMBER 30, 1983
(FUNDS 1 AND 2)



DMACC BUDGET STATUS SEPTEMBER 30, 1983

(Funds 3, 4, 5, 6, 7)



23

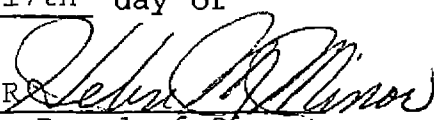
S-13 681

CERTIFICATE

STATE OF IOWA)
) SS.
COUNTY OF POLK)

I, the undersigned Secretary of the Board of Directors of the Des Moines Area Community College, in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story, Warren, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said School showing proceedings of the Board, and the same is a true and complete copy of the action taken by said Board with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board 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 (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Board and the provisions of Chapter 28A, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 17th day of October, 1983.


HELEN M. MINOR
Secretary of the Board of Directors
of the Des Moines Area Community
College in the Counties of Adair,
Audubon, Boone, Carroll, Cass,
Clarke, Crawford, Dallas, Greene,
Guthrie, Hamilton, Hardin, Jasper,
Lucas, Madison, Mahaska, Marion,
Marshall, Polk, Poweshiek, Shelby,
Story, Warren, State of Iowa

S-14A
7-1983

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned do hereby certify that I am now and was at the times hereinafter mentioned, the duly elected, qualified and acting Secretary of the Board of Directors of the Des Moines Area Community College, in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story, Warren, State of Iowa, and that as such Secretary of said Board of Directors and by full authority from said Board of Directors, I caused a

NOTICE OF ACTION OF THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$200,000 PRINCIPAL AMOUNT OF DES MOINES AREA COMMUNITY COLLEGE NEW JOB TRAINING CERTIFICATES (THE FIRESTONE TIRE & RUBBER COMPANY PROJECT)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy to be published twice at unspecified intervals, in Des Moines Register and Business Record, legal newspapers published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and which is published in said County or a County contiguous to the place of sale, and has a general circulation therein, and that said Notice was published in said newspaper in all of the issues thereof published and circulated on the following date:

November 5, 1983 and
November 7, 1983.

WITNESS my official signature this 7th day of
November, 1983.

John M. Bailey
Notary Public in and for
Polk County, Iowa

John M. Minor
Secretary of the Board of
Directors of Des Moines Area
Community College

October 17, 1983

The Board of Directors of the Des Moines Area Community College, State of Iowa met in regular session, in Room 103, Boone Campus, Boone, Iowa, at seven o'clock P.M., on the above date. There were present President Risdal, in the chair, and the following named Board Members:

DeVere Bendixen, Raymond Clark, Theodore Nemmers,

Eldon Leonard, Jasper Risdal, Herbert Ritland

Absent: Georganne Garst, Donald Rowen, Douglas Shull

* * * * *

Board Member Eldon Leonard introduced the following Resolution entitled "RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT AND INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF NOT TO EXCEED \$200,000 OF JOB TRAINING CERTIFICATES AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member Raymond Clark seconded the motion to adopt. The roll was called and the vote was,

AYES: DeVere Bendixen, Raymond Clark, Theodore Nemmers,
Eldon Leonard, Jasper Risdal, Herbert Ritland

NAYS: None

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT AND INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF NOT TO EXCEED \$200,000 OF JOB TRAINING CERTIFICATES (FOR A GENERAL CORPORATE PURPOSE) AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the Area School is in need of funds to carry out a new job training project as hereinafter described; and, it is deemed necessary that it should issue Job Training Certificates to the amount of not to exceed \$200,000 as authorized by House File 623, 1983 Iowa Acts, Chapter 171 enacted by the 70th General Assembly and effective July 1, 1983 (the "Act"), for the purpose of providing funds to pay costs thereof; and

WHEREAS, a New Job Training Agreement has been negotiated with The Firestone Tire & Rubber Company (hereinafter "Firestone") which Agreement establishes a new job training program to educate and train certain persons employed by Firestone in new jobs and such Agreement is deemed to be beneficial to the Area School and to Firestone; and

WHEREAS, the form of Agreement has been presented to this Board and is deemed to be appropriate for the purpose; and

WHEREAS, before Job Training Certificates may be issued to fund the project contemplated by the Agreement, it is necessary to comply with the provisions of the Act and to

approve the execution of the Agreement and to publish a notice of the proposal to issue the Job Training Certificates and the right to appeal the decision of the Board of Directors in proposing to issue the certificates.

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

Section 1. That the Job Training Agreement with Firestone and the form thereof are hereby approved and the President and Secretary are authorized to sign the Agreement on behalf of the Area School.

Section 2. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$200,000 of New Job Training Certificates (The Firestone Tire & Rubber Company Project), the proceeds of which certificates will be used to provide funds to pay costs of new jobs training by providing education and training of workers for new jobs at Firestone in Des Moines, Iowa.

Section 3. That the Secretary is hereby directed to cause at least one publication to be made of a notice of said meeting in two legal newspapers, printed wholly in the English language, published at least once weekly, and having general circulation in the Merged Area.

Section 4. The notice of the proposed action to issue the certificates shall be in substantially the following form:

NOTICE OF ACTION OF THE BOARD OF DIRECTORS OF
DES MOINES AREA COMMUNITY COLLEGE, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$200,000
PRINCIPAL AMOUNT OF DES MOINES AREA COMMUNITY
COLLEGE NEW JOB TRAINING CERTIFICATES (THE FIRESTONE
TIRE & RUBBER COMPANY PROJECT)

Public Notice is hereby given that the Board of Directors of Des Moines Area Community College has instituted proceedings and taken additional action for the authorization and issuance in the manner required by law of not to exceed \$200,000 of Des Moines Area Community College New Job Training Certificates (The Firestone Tire & Rubber Company Project) to be issued for the purpose of providing funds to pay costs of new jobs training by providing education and training of workers for new jobs at The Firestone Tire & Rubber Company in Des Moines, Iowa.

This Notice is given by order of the Board of Directors of Des Moines Area Community College as provided by House File 623, 1983 Iowa Acts, Chapter 171 enacted by the 70th General Assembly and effective July 1, 1983 (the "Act").

At any time within fifteen days after the publication of this notice a person may by action in the District Court of a County in the area within which the area school is located, appeal the decision of the Board of Directors in proposing to issue the certificates.

Dated at Ankeny, Iowa, this 17th day of October, 1983.

Helen M. Minor 
Secretary of the Board of Directors of
Des Moines Area Community College

(End of Notice)

PASSED AND APPROVED this 17th day of October, 1983.



President JASPER RISDAL

ATTEST:



Secretary HELEN M. MINOR

Affidavit of Publication

COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA
POLK COUNTY

SS.

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

Classified Auditing Supervisor

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

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa; and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates

November 5, 1983

in Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Alex Fitzgerald

Subscribed and sworn to before me by said affiant this 7th day of

November, 19 83

Thelma B. Lett
Notary Public in and for Polk County, Iowa



R-783 NOTICE OF ACTION OF THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$200,000 PRINCIPAL AMOUNT OF DES MOINES AREA COMMUNITY COLLEGE NEW JOB TRAINING CERTIFICATES (THE FIRESTONE TIRE & RUBBER COMPANY PROJECT)

Public Notice is hereby given that the Board of Directors of Des Moines Area Community College has instituted proceedings and taken additional action for the authorization and issuance in the manner required by law of not to exceed \$200,000 of Des Moines Area Community College New Job Training Certificates (The Firestone Tire & Rubber Company Project) to be issued for the purpose of providing funds to pay costs of new jobs training by providing education and training of workers for new jobs at The Firestone Tire & Rubber Company in Des Moines, Iowa.

This Notice is given by order of the Board of Directors of Des Moines Area Community College as provided by House File 623, 1983 Iowa Acts, Chapter 171 enacted by the 70th General Assembly and effective July 1, 1983 (the "Act").

At any time within fifteen days after the publication of this notice a person may by action in the District Court of a County in the area within which the area school is located, appeal the decision of the Board of Directors in proposing to issue the certificates.

Dated at Ankeny, Iowa, this 17th day of October, 1983.
HELEN M. MINOR
Secretary of the Board of Directors of Des Moines Area Community College

AFFIDAVIT OF PUBLICATION

STATE OF IOWA, }
County of Polk, } ss.

NOTICE OF ACTION OF THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED \$200,000 PRINCIPAL AMOUNT OF DES MOINES AREA COMMUNITY COLLEGE NEW JOB TRAINING CERTIFICATES (THE FIRESTONE TIRE & RUBBER COMPANY PROJECT)

Public Notice is hereby given that the Board of Directors of Des Moines Area Community College has instituted proceedings and taken additional action for the authorization and issuance in the manner required by law of not to exceed \$200,000 of Des Moines Area Community College New Job Training Certificates (The Firestone Tire & Rubber Company Project) to be issued for the purpose of providing funds to pay costs of new jobs training by providing education and training of workers for new jobs at The Firestone Tire & Rubber Company in Des Moines, Iowa.

This Notice is given by order of the Board of Directors of Des Moines Area Community College as provided by House File 623, 1983 Iowa Acts, Chapter 171 enacted by the 70th General Assembly and effective July 1, 1983 (the "Act").

At any time within fifteen days after the publication of this notice a person may by action in the District Court of a County in the area within which the area school is located, appeal the decision of the Board of Directors in proposing to issue the certificates.

Dated at Ankeny, Iowa, this 17th day of October, 1983.

Helen M. Minor

Secretary of the Board of Directors of
Des Moines Area Community College

Published in the Business Record on November 7, 1983.

I, Connie Wimer, on oath
depose and say that I am publisher of the Des Moines Daily Business Record, a newspaper of general circulation having a bona fide paid circulation recognized by the Postal Laws of the United States; established and published regularly and wholly in the English language and mailed through the post office of current entry for more than two years in the City of Des Moines, Polk County, Iowa; and that the attached notice was published in said newspaper on:
NOVEMBER 7, 1983

Connie Wimer

Subscribed and sworn to before me by Connie Wimer

this 8TH day of NOVEMBER, A.D. 1983

Kathy Ehrlichman
Notary Public in and for Polk County, Iowa

Statutory Publication Fee, \$ 17.08



Paid by _____

Date _____ DES MOINES DAILY BUSINESS RECORD

TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of October 17, 1983, between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and The Firestone Tire & Rubber Company, an Ohio corporation (the "Employer"), under the following circumstances:

A. Pursuant to House File 623, 1983 Iowa Acts, Chapter 171 (the "Act"), enacted by the 70th General Assembly, the Area School has determined to enter into this Agreement with Employer for purposes of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. Representations of the Area School. The Area School 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 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 Agreement; and (d) it will do all things in its power required of it in order 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 Delaware corporation duly qualified and authorized to do business in the State of Iowa.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described) and to enter into and carry out the transactions contemplated herein. Such execution,

Oct 14 7 37 AM '83

delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

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

(d) The employees to be covered by this Agreement have not commenced work for the Employer as of the date of the execution of this Agreement and those employees will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate commerce for the purpose of manufacturing tire and rubber products.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services for training employees for new jobs at the Employer's facilities in Des Moines, Iowa as described on Exhibit "A" attached hereto and incorporated herein by reference. Exhibit "B" describes the objectives of the Project and is attached hereto and incorporated herein by reference. Exhibits "A" and "B" show the number of employees, areas of training, training period and proposed curriculum purposes. Attached hereto as Exhibit "C" and incorporated herein by reference is a copy of the proposed budget of the Area School relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed at the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibits "A", "B" and "C".

Oct 14 7 43 AM '83

Section 2.4. The Employer agrees to pay all necessary and incidental costs of providing the Program Services described in Exhibit "A". The costs shall be paid in accordance with the Act from incremental property taxes applicable to the Project, new jobs credit from withholding with respect to persons employed at the Project, and by the Employer if and to the extent the incremental property taxes and new jobs credit from withholding provide insufficient revenues to pay the program costs. The Area School agrees to use its best efforts to authorize, sell and issue New Jobs Training Certificates (the "Certificates") in accordance with the provisions of the Act in order to provide funds to pay the program costs and the Employer agrees to pay the principal of and interest on the Certificates from the sources described in the immediately preceding sentence of this Section 2.4.

Section 2.5. The term of this Agreement shall be for ten years or the final payment of principal and interest due on the Certificates, whichever occurs first, and shall coincide with the period of time over which the Certificates mature and the program costs are deferred.

Section 2.6. The Area School may revise the Training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until all amounts due from the Employer have been paid.

Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as in the resolution set forth.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in the Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates.

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ARTICLE III
PAYMENTS; SECURITY

Section 3.1. The Employer shall make, or cause to be made, Payments on or before three (3) business days prior to each Principal and Interest Payment Date until the principal of and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as Payments hereunder, an amount equal to the amount payable as installments of principal of (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such Principal and Interest Payment Date.

In any event, the sum of all Payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest and any premium of the Certificates as and when due.

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

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

Section 3.4. To secure the payment by the Employer of the Payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that incremental property taxes, as defined and described in Section 4 of the Act, and new jobs credit from withholding, as defined and described in Section 5 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the Payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

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ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default":

(a) The Employer shall fail to pay any Payment on or prior to the date on which such Payment is due and payable and continuing for more than eight (8) business days thereafter.

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

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

(d) Any representation or warranty made by the Company herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

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

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

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every 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 Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate Notice Address as follows:

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Employer Mr. Michael L. Induni
 Plant Manager
 Firestone Tire & Rubber Company
 P. O. Box 1295
 Des Moines, IA 50305

Area School Mr. Joseph A. Borgen
 President
 Des Moines Area Community College
 2006 S. Ankeny Blvd.
 Ankeny, IA 50021

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

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal of or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken 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

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

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

Section 5.7. To further secure the payment of principal of, premium, if any, and interest on the Certificates, the Employer shall, prior to the sale and issuance of the Certificates, cause to be provided to the Area School for the benefit of the holders of the Certificates a guarantee of such payments by The Firestone Tire & Rubber Company or a letter-of-credit from a financial institution in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The Parties shall agree upon a repayment schedule prior the issuance of Certificates. It is understood and agreed that if the Certificates cannot be marketed or are not marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the Parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. During the term of this Agreement, the Area School agrees to provide the Employer with an annual financial report within 45 days after the end of the Area School's fiscal year showing the amount of moneys in the account maintained by the Area School for the payment of principal of, premium, if any, and interest on the Certificates.

Section 5.11. The Employer has advised the Area School that it will apply for tax abatement concerning the facilities for which the Project has been established and that the amount and duration of the tax abatement shall be as set forth on Exhibit "C" attached hereto and incorporated herein.

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Section 5.12. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal of and interest on the Certificates.

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

DES MOINES AREA COMMUNITY COLLEGE

BY *Jasper M. Luedel*
PRESIDENT

ATTEST:

John M. Minor
SECRETARY

FIRESTONE TIRE AND RUBBER COMPANY

(Seal)

BY *Michael J. Indurcin* 10/17/83

ATTEST:

R. D. Hagston

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EXHIBIT "A"

(Please provide a current copy of A TRAINING PROPOSAL
FOR FIRESTONE TIRE & RUBBER CO. as Exhibit "A")

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October 17, 1983

The Board of Directors of the Des Moines Area Community College, State of Iowa met in regular session, in Room 103, Boone Campus, Boone, Iowa, at seven o'clock P.M., on the above date. There were present President Risdal, in the chair, and the following named Board Members:

DeVere Bendixen, Raymond Clark, Theodore Nemmers,

Eldon Leonard, Jasper Risdal, Herbert Ritland

Absent: Georganne Garst, Donald Rowen, Douglas Shull

* * * * *

DeVere Bendixen introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$200,000 NEW JOB TRAINING CERTIFICATES, SERIES 1983," and moved its adoption. Theodore Nemmers seconded the motion to adopt. The roll was called and the vote was,

AYES: DeVere Bendixen, Raymond Clark, Theodore Nemmers,
Eldon Leonard, Jasper Risdal, Herbert Ritland

NAYS: None

Whereupon, the President declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF
\$200,000 NEW JOB TRAINING CERTIFICATES

WHEREAS, bids have been received for \$200,000 New Job Training Certificates, Series 1983; and

WHEREAS, bids at private sale have been obtained from Chiles Heider & Co., Inc. of Des Moines, Iowa

the terms of said bid being:

Interest rate: 8.867336 percent
Purchase price: \$194,000.00

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

Section 1. That the bid for the certificates as above set out is hereby determined to be a favorable bid and in the best interests of the College and, said certificates are hereby awarded based on said bid.

Section 2. That all acts of the Secretary done in furtherance of the sale of said certificates are hereby ratified and approved.

PASSED AND APPROVED, this 17th day of October, 1983.



President, JASPER RISDAL

ATTEST:



Secretary, HELEN M. MINOR

S A L E A G R E E M E N T

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN Des Moines Area Community College, Ankeny, Iowa, Vendor, and Chiles Heider & Co., Inc. of Des Moines, Iowa, Vendee, that the Vendor will and does hereby sell the following described certificate, to-wit:

NEW JOB TRAINING CERTIFICATE, in the principal amount of \$200,000, to be dated October 1, 1983, in the denomination of \$5,000 each, and to mature as follows:

<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturing April 1</u>
7.25%	\$ 5,000	1986
7.40%	\$15,000	1987
7.70%	\$20,000	1988
7.95%	\$30,000	1989
8.20%	\$30,000	1990
8.45%	\$30,000	1991
8.70%	\$35,000	1992
8.95%	\$35,000	1993

Certificates may be called for redemption on or after April 1, 1990 at par plus accrued interest.

The undersigned Vendee hereby agrees to purchase said certificates and does hereby purchase said notes for the sum of \$ 194,000 and accrued interest on the certificates at the rate or rates as hereinabove set out from October 1, 1983; said payment is to be made upon delivery of the certificates to the Vendee together with an opinion approving and certifying the legality of said certificates by the firm of Ahlers, Cooney, Dorweiler, Haynie & Smith, Attorneys, Des Moines, Iowa.

DES MOINES AREA COMMUNITY COLLEGE
ANKENY, IOWA

By *J. M. Lissal*
President

ATTEST:

Heidi M. Mino
Secretary

CHILES, HEIDER & CO., INC.

Heidi Peterson
Vendee

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