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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

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CHERRI CAFFREY, RECORDER
HOWARD COUNTY IOWA

KAREN FORD, RECORDER
FAYETTE COUNTY, IOWA

Doc # 2006 000143
STATE OF IOWA, MITCHELL COUNTY
Filed for Record JAN 23 2006
at _____ Fee _____
Sue Reimers Recorder
_____ Deputy

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Debbie Winke, Recorder
Allamakee Iowa

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LAVONNE BJERGUM
RECORDER
WINNESHIEK COUNTY, IOWA

Prepared by: Steven A. Weidner, Swisher & Cohrt, 528 W 4th St., Box 1200, Waterloo, IA 50704; (319) 232-6555
Return to: Robert P. Maxson, Northeast Iowa Community College, P.O. Box 400, Calmar, Iowa 52132; (563) 562-3263

COMMUNITY COLLEGE COMPUTER CONSORTIUM AGREEMENT

The Community College Computer Consortium Agreement (the "Agreement") is entered into this 1 day of July, 2005, pursuant to Chapter 28E, Code of Iowa, among the following community colleges, each of which is organized and existing under Chapter 260C, Code of Iowa:

Community College	Address
Hawkeye Community College	1501 E. Orange Road Waterloo, IA 50704
Iowa Lakes Community College	19 South 7th Street Estherville, IA 51334
Northeast Iowa Community College	Box 400 Calmar, IA 52132
Northwest Iowa Community College	603 West Park Street Sheldon, IA 51201

Individual reference to the foregoing hereafter shall be as a "Community College", and collective reference to the foregoing hereafter shall be as "Community Colleges". These terms shall also include any community college that joins the consortium by becoming a member of the Corporation formed in accordance with paragraph 1 of this Agreement.

RECITALS

A. The Community Colleges have identified a need for increased support and sharing for and of technology and related services.

B. The Community Colleges desire to enter into a cooperative arrangement whereby the Community Colleges will share computer services to obtain for all certain technological advantages and economies.

C. In order to most effectively carry out the foregoing, the Community Colleges wish to form a non-profit corporation under Chapter 504 of the Code of Iowa which corporation will serve as the vehicle for effecting the desired computer services sharing.

D. It will be necessary for the board of directors of said corporation to establish a Fiscal Agent, which will be one of the Community Colleges.

NOW, THEREFORE, the Community Colleges agree as follows:

1. Non-Profit Corporation. Within thirty (30) days following the execution of this Agreement, the Community Colleges shall incorporate under Chapter 504, Code of Iowa, a non-profit corporation, the name of which shall be "CAST", for College Alliance Sharing Technology, (the "Corporation"), according to the following provisions:

a. Registered Office, Agent. The registered office of the Corporation shall be Hawkeye Community College, 1501 East Orange Road, Waterloo, Iowa 50704. The registered agent of the Corporation will be the director of Business Services at Hawkeye Community College. The principal place of business of the Corporation will be H-Tac Center, 1025B Technology Parkway, Cedar Falls, Iowa 50613.

b. Organization. Each Community College shall be a member of the Corporation, and each member shall have one vote at any meeting of the members. The Corporation shall be governed by a Board of Directors consisting of one representative from each Community College. The Corporation may have an Executive Committee. The initial Board of Directors shall be four (4) in number, and each Community College shall designate its Board representative prior to the formation of the Corporation. The Corporation shall obtain and maintain error and omissions insurance for officers and directors and all forms of liability insurance, including but not limited to workers' compensation coverage.

c. Duration. The Corporation shall have perpetual existence and may dissolve only as permitted by law. If the Corporation is dissolved, any assets remaining after satisfaction of all liabilities and obligations shall be distributed to the then participating Community Colleges in accordance with a plan of distribution approved by the Board of Directors.

d. Membership. The Community Colleges shall be the initial members of the Corporation. Thereafter, any community college organized and operated under the laws of the State of Iowa may become a member of the Corporation by making application for membership and receiving approval for membership from the Board of Directors of the Corporation.

2. Purpose. The primary purpose of this consortium and of the Corporation to be formed is to provide for shared operation, support and security of the Administrative Computer Software System. In addition, the Corporation will satisfy the needs of increased functions and integration, improved training, simplified system operation with improved and increased access to information, and to provide a simplified system for acquisition, development and maintenance of software and hardware, including the approval and prioritization of the software development and/or acquisitions. These purposes shall also include the provision of such services to its Members in each major computer application area established in connection with the administration of the business and educational services of the Members. These broad purposes will be carried out through the vehicle of the Corporation and by following the guidelines set forth in this Agreement.

3. User Groups. At the time of formation of the Corporation, user groups may be established by the Corporation for purposes established by the Board of Directors. Additional user groups may be established by the Board of Directors thereafter.

4. Fiscal Agent. The Board of Directors will establish a fiscal agent for (the "Fiscal Agent") to all accounting, record keeping, and legal reporting required of the Corporation. An Agreement (the "Fiscal Agent Agreement") shall be entered into by the Corporation and the Fiscal Agent.

5. Obligations of Community Colleges.

a. Membership in Corporation. Each Community College agrees to remain a member of the Corporation until at least July 1, 2010, at which time a member may elect to withdraw from the Corporation following the procedures contained in the Articles and Bylaws of the Corporation. Following withdrawal from the Corporation, a Community College may continue to use the then existing version of the Corporation's software, including source codes, for its own computing needs without the payment of any royalties or other compensation to the Corporation. Such software, however, may not be used for any other purpose nor can permission be granted by the withdrawing Community College for its use by any other party subject to copyright laws or contracts of the vendor.

b. Financial.

(1) Budgets. During the period each Community College is a member of the Corporation, it agrees to provide the necessary financial contributions to the Corporation to enable the Corporation to carry out its purposes including its obligations under the Fiscal Agent Agreement. The financing shall be done in accordance with an annual budget which shall be adopted by the Board of Directors of the Corporation. The budget for the initial fiscal year shall be agreed to by the Community Colleges at the time of the formation of the Corporation.

(2) Prepayment. Based upon the annual budgets, each Community College agrees to prepay its agreed share of the annual budget on a fiscal quarterly basis for the anticipated developmental and operational expenses of the Corporation, which prepayment shall be made regardless of when the Community College in fact connects to the system provided by

the Corporation. In order to prevent deficit spending, each Community College also agrees to pay any special billings that may from time to time be determined and approved by the Board of Directors of the Corporation.

(3) Basis for Sharing. The share that each Community College pays of the total annual budget of the corporation shall be a percentage determined as the percentage of each Community College's unrestricted general fund expenditures for the second preceding fiscal year compared to the total of all Community Colleges' general fund expenditures for the second preceding fiscal year. This method of sharing may be revised as deemed appropriate by the Board of Directors of the Corporation.

(4) Commencement of Financial Obligation. Each member Community College will begin participating financially effective with the fiscal quarter commencing July 1, 2005.

c. Communications Hardware. Each Community College will provide at its own cost appropriate communications lines and the necessary communications hardware and software to enable it to connect into the system provided by the Corporation.

d. Personnel. Each member Community College will also provide the necessary operations and liaison personnel to enable it to utilize the system provided by the Corporation and thus meet its needs for computing services as intended by this consortium.

6. Duration. This Agreement will remain in effect until liquidation and dissolution of the Corporation, but in the event of conflict between the terms of this Agreement and any agreement entered into by the Corporation in furtherance of carrying out of the purposes of this Agreement, the latter shall control.

7. Conditions Precedent. This Agreement is conditioned upon each Community College obtaining approval thereof by its governing Board of Directors and by any statutory officer whose approval is necessary under the laws of the State of Iowa.

8. Binding Effect. Once this Agreement becomes effective, its provisions shall be binding upon and inure to the benefit of the Community Colleges, their respective successors, and their permitted assigns. This Agreement shall also be binding upon any community college admitted to membership in the Corporation subsequent to its formation, which later admitted community college shall sign a document acknowledging and agreeing to the terms of this Agreement and to its binding effect on the newly admitted community college member.

9. Additional Instruments. The Community Colleges shall execute and deliver all instruments necessary to carry out the terms and conditions of this Agreement including all instruments necessary to the formation of the Corporation.

10. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of Iowa including, but not limited to, Chapters 28E and 260C.

HAWKEYE COMMUNITY COLLEGE

By: _____
Gregory Schmitz

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____
Robert P. Maxson

IOWA LAKES COMMUNITY COLLEGE

By: _____
Robert L'Heureux

NORTHWEST IOWA COMMUNITY COLLEGE

By: _____
Alethea Stubbe