Board of Directors Meeting Minutes (November 12, 1979)

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The regular meeting of the Des Moines Area Community College Board of Directors was held at the Ankeny Campus, Building 2, Room 15, on 12 November 1979. The meeting was called to order by Board President Eldon Leonard at 5:30 p.m.

Members Present:
- Ray Clark
- Georganne Garst
- Murray Goodman
- Walter Hetzel
- Eldon Leonard
- Don Rowen
- Walter A. Stover, Jr.
- Theodore Nemmers

Members Absent:
- Jasper Risdal

Others Present:
- Paul Lowery, Superintendent
- Charles Wright, Board Secretary
- Various other DMACC staff and interested residents

It was moved by D. Rowen, seconded by R. Clark, that the tentative agenda be approved.

Motion passed unanimously.

David Palmer, Vice-President of the DMACCHEA, called the Board's attention to the fact that there is a grievance pending based on the initial placement of teachers on the salary schedule.

It was moved by W. Stover, seconded by D. Rowen, that minutes of the two meetings held on 8 October 1979 be approved.

Motion passed unanimously.

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.

A letter from the Ottumwa Board was received regarding the need for stability in the funding plan for the area colleges.

It was moved by D. Rowen, seconded by T. Nemmers, that contract changes, leaves of absence without pay, and resignations be approved/accepted as follows:

- JAMES A. BLAIR, from Head Custodian to Supervisor, Custodial Services
  - No salary change
  - Effective 1 October 1979
b. JULIA B. GINGERICH, Instructor
   From $18,651 annually to $19,988 annually
   From Lane 248, Level 12.0 to Lane 248, Level 14.5
   Effective 4 September 1979

c. JENNIFER L. MAHLOW, from Records Clerk IV to Supervisor, Word Processing
   From $9,195 annually to $12,496 annually.
   Effective 1 November 1979

- Leave of absence without pay -

   a. KERRY E. GEORGE, Instructor/Chairperson,
      Respiratory Therapy
      3-Days, December 5, 6, and 7, 1979

   b. C. DEAN HENRY, Instructor, Related
      3-Days, October 16, 17, and 18, 1979

   c. MARY BETH WILK, Instructor, English Adapter
      69 Days, 26 November 1979 to 28 February 1980

- Assignments -

   a. DOROTHY GILLILAND, Coordinator, News Service
      Effective 30 June 1980

   b. DALE G. HARRIS, Instructor, Industry, MCEP
      Effective 8 October 1979

   c. MICHAEL J. KUCERA, Instructor, MCEP
      Effective 23 November 1979

   d. JOYCE D. PETERSON, Instructor, Nursing
      Effective 30 November 1979

   e. LOUIS CUTWRIGHT, JR., Instructor, Diesel Mechanics
      Effective 30 November 1979

   f. CHUCK LAKIN, Librarian, Boone Campus
      Effective 1 January 1980

Motion passed unanimously.

- Personnel -

   It was moved by D. Rowen, seconded by R. Clark, that new personnel be offered employment for the positions indicated, as follows:

   a. ROBERT F. GIRVAN, Instructor (1/2), Arts & Sciences, Physics
      Lane 315, Level 5.0, Salary $8,256 annually
      Effective 26 November 1979

   b. BETH ANN JURENOVICH, Instructor (3/5), Career Education, Nursing
      Lane 180, Level 2.0, Salary $8,775 annually
      Effective 12 November 1979, Replacing Ann Gragg

   c. ROBERT S. JONES, Counselor, Student Life, Career Exploration Center
      Lane 225, Level 7.0, Salary $19,304 annually
      Effective 5 November 1979, Replacing Carl Henry
It was moved by D. Rowen, seconded by W. Stover, that individual Vocational Skills Contracts be renewed as follows:

a. KENNETH COLLIER, Instructor, Welding
   Salary $20,640

b. MARY ANN HARPEL, Instructor, Business Occupations
   Salary $22,645

c. EDWARD KENINGER, Instructor, Building Maintenance
   Salary $16,630

d. JANET KLINKER, Instructor, Business Occupations
   Salary $15,293

e. CHARLES PARDEKOOPER, Instructor, Copy Reproduction
   Salary $21,643

f. JON ROBINSON, Instructor, Basic Education
   Salary $20,306

g. MADGE VERSTEEGH, Instructor, Basic Education
   Salary $24,316

h. DOROTHY McCREARY, Office Assistant II
   Salary $11,793

i. GENEVIEVE WAGNER, Records Clerk II (1/2)
   Salary $5,218

j. GEORGE NICHOLS, Assistant Director, Student Services
   Salary $25,283

Motion passed unanimously.

It was moved by M. Goodman, seconded by D. Rowen, that the Board approve a contract with Central Iowa Regional Association of Local Governments to provide Public Service Employment at DMACC for the period 1 October 1979 to 30 September 1980. (Attachment #2)

Motion passed unanimously.

It was moved by T. Nemmers, seconded by R. Clark, that the resolution to offer the student constructed house at 1202 SE Reo for sale at a listed price of $84,000 be adopted. (Attachment #3)

Motion passed unanimously.
It was moved by M. Goodman, seconded by T. Nemmers, that the Board change depository banks from Ankeny State Bank to Ankeny National Bank, effective 1 July 1980 to 30 June 1982.

Motion passed unanimously.

It was moved by R. Clark, seconded by T. Nemmers, that automatic temperature setback equipment be installed in the buildings on lower campus to comply with President Carter's emergency building temperature restrictions at a cost of $32,000.00.

Motion passed unanimously.

It was moved by D. Rowen, seconded by T. Nemmers that appointments to program advisory committees be made as follows:

<table>
<thead>
<tr>
<th>Labors Studies</th>
<th>Culinary Arts</th>
<th>Dietetic Technician</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynn Feekin</td>
<td>Jan Piatt</td>
<td>Patsy Noble</td>
</tr>
<tr>
<td>2-year term</td>
<td>1-year term</td>
<td>1-year term</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bricklaying</th>
<th>Hotel &amp; Restaurant Management</th>
<th>Business Occupations (Vocational Skills)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dick Krapfl</td>
<td>Marty McGovern</td>
<td>Clifford R. Johnson</td>
</tr>
<tr>
<td>2-year term</td>
<td>Lynn Sheppard</td>
<td>1-year term</td>
</tr>
<tr>
<td></td>
<td>Mike Hemry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mark Kassis</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-year terms</td>
<td></td>
</tr>
</tbody>
</table>

Motion passed unanimously.

It was moved by T. Nemmers, seconded by G. Garst, that Phase III A, Part 2 (automotive building #13 and diesel building #14) be accepted, and that final payment of $119,516 (5% retainage) be made in 30 days, and that $20,000 be withheld until remaining work is completed.

Motion passed unanimously.

It was moved by T. Nemmers, seconded by W. Hetzel, that the storage building at the Boone Campus be accepted and that final payment of $2,685 be made in 30 days.

Motion passed unanimously.

It was moved by R. Clark, seconded by W. Stover, that "Closed Specifications" for mechanical and electrical equipment in new buildings be established as presented. (Attachment #4)

Motion passed unanimously.

It was moved by W. Stover, seconded by R. Clark, that the timetable for construction of Phase III of the building plan, dated 10-29-79, be approved. (Attachment #5)

Motion passed unanimously.
It was moved by W. Stover, seconded by D. Rowen, that the budget of the Iowa Council of Area School Boards be tentatively approved. However DMACC reserves the right to determine in the future what portion of the dues schedule it will pay. (Attachment #6)

Motion passed unanimously.

It was moved by M. Goodman, seconded by W. Hetzel, that the Board be resolved to close school for a winter vacation each year and that the Superintendent be authorized to determine the exact days. (Attachment #7)

Motion passed unanimously.

It was moved by T. Nemmers, seconded by G. Garst, that the first reading of the Personnel Policies be approved with a clarification of policy #424, Sabbatical Leave, to show that the employee on sabbatical leave receive regular contract salary. (Attachment #8)

Motion passed unanimously.

It was moved by D. Rowen, seconded by R. Clark, that the Board contract with Rehabilitation Education and the Services Branch of the Iowa Department of Instruction for a full-time rehabilitation counselor and secretary on campus be approved. (Attachment #9)

Motion passed unanimously.

It was moved by D. Rowen, seconded by G. Garst, that the service agreement between DMACC and CIRALG be approved. (Attachment #10)

Motion passed unanimously.

It was moved by W. Stover, seconded by M. Goodman, that the auditor's reports of Mid-Iowa Educational Computer Center for the period ending 30 June 1979 be accepted.

Motion passed unanimously.

It was moved by W. Hetzel, seconded by W. Stover, that Superintendent Lowery send letters to the Mid-Iowa Educational Computer Center's Director and Board members expressing this Board's gratitude for their past operations and wishing them well in the future.

Motion passed unanimously.

It was moved by D. Rowen, seconded by T. Nemmers, that the Board be resolved to encourage the Iowa Association of Area School Boards and the Iowa Association of School Boards to hold joint annual meetings so as to allow the sharing of speakers and exhibits. (Attachment #11)

Motion passed unanimously.
It was moved by D. Rowen, seconded by W. Hetzel, that the claims and accounts be approved as presented. (Attachment #12)

Motion passed unanimously.

It was moved by D. Rowen, seconded by R. Clark, that the meeting be adjourned.

Motion passed unanimously and meeting adjourned at 7:40 p.m.

Charles Wright, Secretary

Eldon Leonard, President
## DES MOINES AREA COMMUNITY COLLEGE
### CASH POSITION REPORT
#### October 31, 1979

<table>
<thead>
<tr>
<th>Type</th>
<th>ANKENY STATE</th>
<th>BANKERS TRUST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General, Agency</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Auxiliary, Scholarship, and Loan Funds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Special Plant Fund</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Voted Tax &amp; Sinking Fund</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANK:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oct. 1, 1979</td>
<td>$ (79,217.54)</td>
<td>$ 15,454.29</td>
</tr>
<tr>
<td>Adjustments Oct. 1979</td>
<td>1,620,922.65</td>
<td>571,349.04</td>
</tr>
<tr>
<td><strong>Ankeny State Bank Oct. 31, 1979</strong></td>
<td>$ (153,477.87)(A)</td>
<td>27,196.67</td>
</tr>
<tr>
<td><strong>TS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement, Due 11-15-79</td>
<td>$ 900,000.00</td>
<td></td>
</tr>
<tr>
<td>Agreement - Open End</td>
<td></td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Date &amp; Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-30-79</td>
<td>20,000.00</td>
<td></td>
</tr>
<tr>
<td>6-16-80</td>
<td>8,368.18</td>
<td></td>
</tr>
<tr>
<td>12-17-79</td>
<td>1,697,000.00</td>
<td></td>
</tr>
<tr>
<td>2-15-80</td>
<td>280,000.00</td>
<td></td>
</tr>
<tr>
<td>7-17-80</td>
<td>285,000.00</td>
<td></td>
</tr>
<tr>
<td>4-15-80</td>
<td>335,000.00</td>
<td></td>
</tr>
<tr>
<td>8-05-80</td>
<td>130,000.00</td>
<td></td>
</tr>
<tr>
<td>11-15-79</td>
<td>250,000.00</td>
<td></td>
</tr>
<tr>
<td>1-16-80</td>
<td>110,000.00</td>
<td></td>
</tr>
<tr>
<td>3-14-80</td>
<td>150,000.00</td>
<td></td>
</tr>
<tr>
<td>5-15-80</td>
<td>125,000.00</td>
<td></td>
</tr>
<tr>
<td>9-15-80</td>
<td>375,000.00</td>
<td></td>
</tr>
<tr>
<td>6-30-80</td>
<td>340,000.00</td>
<td>$174,000.00</td>
</tr>
<tr>
<td><strong>Count/General Activities/Savings</strong></td>
<td>224,578.30</td>
<td>51,868.83</td>
</tr>
<tr>
<td><strong>Savings</strong></td>
<td>5,653.77</td>
<td></td>
</tr>
<tr>
<td><strong>St. Savings Ank. State</strong></td>
<td>89,619.43</td>
<td></td>
</tr>
<tr>
<td><strong>ESTIMENTS</strong></td>
<td><strong>$1,156,600.25</strong></td>
<td><strong>$4,266,619.43</strong></td>
</tr>
<tr>
<td><strong>IN BANK</strong></td>
<td><strong>$225,868.83</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ENT</strong></td>
<td>$1,003,122.38</td>
<td>$4,293,816.10</td>
</tr>
</tbody>
</table>

Deficient Balance represents outstanding checks which have not cleared the Bank. Daily deposits being made directly into Savings Account with transfers made from Savings to Checking for amount of checks cleared at Bank on daily basis.

Next loan payment from Sinking Fund due 12-31-79 for $96,320.00.
### DISBURSEMENTS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Published</th>
<th>Approved</th>
<th>Amount Expended</th>
<th>Amount Encumbered</th>
<th>Amount Received</th>
<th>Working Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition</td>
<td>$4,963,834</td>
<td>$4,943,415</td>
<td>$4,937,476</td>
<td>$4,861,541</td>
<td>$4,918,812</td>
<td></td>
</tr>
<tr>
<td>Exploration Center</td>
<td>184,659</td>
<td>184,659</td>
<td>86,371</td>
<td>52,356</td>
<td>16,647</td>
<td>26,066</td>
</tr>
<tr>
<td>Location</td>
<td>$1,729,159</td>
<td>$1,729,594</td>
<td>525,823</td>
<td>496,414</td>
<td>1,297,980</td>
<td>707,357</td>
</tr>
<tr>
<td>Plant</td>
<td>$513,682</td>
<td>$496,414</td>
<td>201,567</td>
<td>179,438</td>
<td>542,941</td>
<td>126,361</td>
</tr>
<tr>
<td>Student-Counseling</td>
<td>95,619</td>
<td>95,619</td>
<td>95,619</td>
<td>95,619</td>
<td>94,909</td>
<td>7,720</td>
</tr>
<tr>
<td>Total</td>
<td>$14,127,946</td>
<td>$14,135,021</td>
<td>6,059,509</td>
<td>4,136,504</td>
<td>3,939,008</td>
<td></td>
</tr>
</tbody>
</table>

### REVENUE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Published</th>
<th>Approved</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition</td>
<td>$2,248,977</td>
<td>$2,248,977</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL REVENUE:

$14,521,462

### TOTAL EXPENDED:

$4,265,892

### TOTAL RECEIVED:

$4,321,317

### DISBURSEMENTS:

$4,836,334

### REVENUE:

$891,539

### TOTAL DISBURSEMENTS:

$4,939,811

### TOTAL REVENUE:

$4,048,272
## Assets

### Cash & Investments

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Cash in Bank - Checking</td>
<td>$490,003</td>
</tr>
<tr>
<td>102</td>
<td>Petty Cash - Ankeny Checking Change Fund</td>
<td>3,368</td>
</tr>
<tr>
<td>103</td>
<td>Petty Cash - Boone Checking</td>
<td>5,000</td>
</tr>
<tr>
<td>119</td>
<td>Cash in Bank - Payroll</td>
<td>9,998</td>
</tr>
<tr>
<td>120</td>
<td>Returned Checks</td>
<td>3,705</td>
</tr>
<tr>
<td>122</td>
<td>Petty Cash/Change Funds</td>
<td>2,213</td>
</tr>
<tr>
<td>125</td>
<td>Cash over or short</td>
<td>125</td>
</tr>
<tr>
<td>130</td>
<td>Investment in Repurchase Agreements</td>
<td>900,000</td>
</tr>
<tr>
<td>131</td>
<td>Investment in Savings</td>
<td>(353,422)</td>
</tr>
</tbody>
</table>

**Total Cash & Investments** $1,060,990

### Accounts Receivable

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due from State</td>
<td>105,930</td>
</tr>
<tr>
<td>Due from Federal</td>
<td>480,025</td>
</tr>
<tr>
<td>Due from Others</td>
<td>58,529</td>
</tr>
</tbody>
</table>

**Total Accounts Receivable** $9,994,461

### Inventories

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>161</td>
<td>Expendable Supplies</td>
<td>26,538</td>
</tr>
<tr>
<td>162</td>
<td>Auto Parts</td>
<td>16,658</td>
</tr>
</tbody>
</table>

**Total Inventories** $43,196

### Student Houses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carroll House #4 House late charge</td>
<td>170</td>
</tr>
<tr>
<td>Carroll House #5 Under Construction</td>
<td>15,116</td>
</tr>
<tr>
<td>Carroll House #6 Lot Only</td>
<td>10,035</td>
</tr>
<tr>
<td>Carroll House #7 Lot Only</td>
<td>10,035</td>
</tr>
<tr>
<td>Ankeny House #13 Sold</td>
<td>(10,563)</td>
</tr>
<tr>
<td>Ankeny House #14 Under Construction</td>
<td>58,094</td>
</tr>
<tr>
<td>Ankeny House #15 Under Construction</td>
<td>13,856</td>
</tr>
<tr>
<td>Ankeny House #16 Lot Only</td>
<td>13,121</td>
</tr>
<tr>
<td>Ankeny House #17 Lot Only</td>
<td>13,121</td>
</tr>
<tr>
<td>Ankeny House #18 Lot Only</td>
<td>13,121</td>
</tr>
</tbody>
</table>

**Total Houses** 136,106

**Total Assets** $11,234,753
## DES MOINES AREA COMMUNITY COLLEGE
### GENERAL FUND INTERIM BALANCE SHEET
#### October 31, 1979

### LIABILITIES

#### CURRENT LIABILITIES

<table>
<thead>
<tr>
<th>Accounts Payable</th>
<th>Budgeted Expenditures FY 80</th>
<th>$14,646,718</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Expended to Date</td>
<td>$4,265,892</td>
<td></td>
</tr>
<tr>
<td>Balance to be expended</td>
<td>$10,380,826</td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL CURRENT LIABILITIES | $10,380,826 |

#### DEFERRED INCOME

| CETA | $31,650 |
| Auto Body Program | $1,532 |
| DFAFS | $144,195 |
| Iowa Script | $2,358 |
| IPA Wastewater | $6,183 |
| Total Deferred Income | $185,918 |

| TOTAL LIABILITIES | $10,566,744 |

### FUND BALANCE

#### UNRESTRICTED

| Balance Forward 7-1-79 | $1,096,805 |
| FY 80 Budget Expenditures | $14,646,718 |
| Less FY 80 Budget Revenue | $14,188,311 |
| Net Expenditures Over Revenue | $(458,407) |
| Projected Fund Balance 6-30-80 | $638,398 |

| RESTRICTED FOR UNEMPLOYMENT COMPENSATION | $29,611 |
| Total Fund Balance | $668,009 |

| TOTAL LIABILITIES & FUND BALANCE | $11,234,753 |
PUBLIC SERVICE EMPLOYMENT CONTRACT
BETWEEN THE
CENTRAL IOWA REGIONAL ASSOCIATION OF LOCAL GOVERNMENTS
AND
Des Moines Area Community College

This contract is made and entered into by the Central Iowa Regional Association of Governments, hereinafter called "CIRALG" and Des Moines Area Community College hereinafter called "Sub-Contractor".

The contract shall remain in full force and effect from 1st day of October, and continue in effect through 30th day of September, 1980.

The contract is authorized under Title II-D or Title VI of the Comprehensive Employment Training Act Amendments of 1978.

GENERAL CONTRACT PROVISIONS

1.0 Funding

Under this Contract will be disbursed by CIRALG to the SUB-CONTRACTOR for work done by participants. The maximum allowable costs, outlined in the Contract, are not to be considered an amount which will be granted unconditionally.

Positions to be funded under this Contract and the amount approved for each are listed in the Contract Budget.

<table>
<thead>
<tr>
<th>Person</th>
<th>Don Rhead</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Des Moines Area Community College</td>
</tr>
<tr>
<td>Address</td>
<td>2006 S Ankeny Blvd.</td>
</tr>
<tr>
<td>Ankeny</td>
<td>Ia Zip 50021</td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Start End</td>
<td>17 9 09 30 80</td>
</tr>
<tr>
<td>Vendor Number</td>
<td></td>
</tr>
<tr>
<td>Office Use Only</td>
<td></td>
</tr>
<tr>
<td>Sort Code</td>
<td></td>
</tr>
<tr>
<td>Job Title</td>
<td>Job #</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Proj. outreach wkr.</td>
<td>1</td>
</tr>
<tr>
<td>Purchase Clerk</td>
<td>2</td>
</tr>
<tr>
<td>Student Actrv. Aide</td>
<td>3</td>
</tr>
<tr>
<td>Tool Rm Attend.</td>
<td>4</td>
</tr>
<tr>
<td>LAB Assst.-Med.-Lab</td>
<td>5</td>
</tr>
<tr>
<td>Research Aide</td>
<td>6</td>
</tr>
<tr>
<td>Media Assst.</td>
<td>7</td>
</tr>
<tr>
<td>Nursery/greenhouse attend.</td>
<td>8</td>
</tr>
<tr>
<td>Special proj. Aide</td>
<td>9</td>
</tr>
<tr>
<td>Copy Center oper.</td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL WAGES**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FICA</strong> (6.13% of gross wages)</td>
<td>041134.69</td>
</tr>
<tr>
<td>Health Ins. (not to exceed $78.67/mo per person)</td>
<td>09343.25</td>
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<td>Worker's Compensation</td>
<td>00674.50</td>
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<td>Travel</td>
<td>00400.00</td>
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<td><strong>TOTAL FRINGES</strong></td>
<td>19705.74</td>
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<td><strong>TOTAL TRAINING</strong></td>
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**TOTAL CONTRACT BUDGET**

087155.74
2.0 Contract Termination

A contract may be terminated by CIRALG at any time. CIRALG may provide the Contractor with fifteen (15) days notice of termination when necessary. The Contractor shall provide CIRALG with fifteen (15) days notice of termination event the SUB-CONTRACTOR wishes to terminate the contract early.

3.0 Participant Selection

3-CONTRACTOR shall employ in Public Service Employment positions only those ants that are certified to be eligible for participation by CIRALG.

3.1 Enrollment and Termination Procedures

3-CONTRACTOR must provide CIRALG in writing a notification of selection of applicants hired no later than twenty-four (24) hours after the actual starting date.

3-CONTRACTOR will provide CIRALG in writing termination information within five (5) working days of any terminations. Such information shall include the participant's new place of employment, hourly wage, position title and starting date.

To provide employment or termination information within the deadline may result in disallowable costs for the SUB-CONTRACTOR.

4.0 Unsubsidized Employment

3-CONTRACTOR shall encourage its participants to obtain unsubsidized employment. When a suitable job offer or offer of referral to a suitable job is made accepted by a participant, this can be construed as being acceptable ground for the participant by CIRALG regardless of how long the individual has been in the program. Suitable job shall mean a job which is: comparable to the participant's CETA job in terms of working conditions and benefits; the same or very similar to the participant's CETA job or otherwise commensurate with his/her level; located within a commuting distance of the participant's home comparable to distance traveled by others in the jurisdiction similarly employed; and not due to a strike or based on a requirement that an employee must join or work for a union.

4.1 Transition Agreement

3-CONTRACTOR agrees to the transition to unsubsidized employment within the following table:

<table>
<thead>
<tr>
<th>Participant's Name</th>
<th>CETA Position</th>
<th>Transition Date</th>
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</table>
5.0 Legal Restrictions on Participant Hiring and Participant Activities

5.1 Maintenance of Effort Requirements (CETA 676.73)

Positions can replace or displace a regular agency employee's position, including partial displacement such as a reduction in hours of non-overtime work, or employment benefits.

Funds can be substituted for a sub-contractor's currently budgeted agency and shall not replace the sub-contractor's normal contracts for service.

Can be hired into a PSE position while a permanent agency employee is on a leave from the same or substantially equivalent job or in the case of a pending Employment Opportunity complaint.

5.2 Political Activities (CETA 676.69)

Participants may not, as part of their jobs, take part in partisan political activities such as lobbying, collecting funds, making speeches or otherwise assisting campaigns, trying to persuade others of their political views, such as by door-knocking, distributing political pamphlets, or taking part in voter registration drives for or on behalf of a partisan political party.

5.3a Nepotism - CETA Requirements (CETA 676.66)

- Contractor or employing agency may hire a person in an administrative capacity, position, or public service employment position funded under the Act if a member of his/her immediate family is employed in an administrative capacity for the contractor or employing agency.

- Contractor or employing agency may hire a person in an administrative capacity, position or public service employment position funded under the Act, if a member of a person's immediate family is engaged in an administrative capacity for the sponsor or program agent from which the sub-contractor or employing agency receives its funds.

Immediate family means wife, husband, son, daughter, mother, father, brother, sister-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

In an administrative capacity includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of funds funded under the Act, as well as other officials who have influence or over the administration of the program, such as the project director, director and unit chiefs, and persons who have selection, hiring, placement advisory responsibilities for public service employment participants.

5.3b Nepotism - Iowa Law Requirements

- Contractor shall also comply with the Chapter 71 of the Iowa Code on nepotism provided as follows:
ment prohibited. It shall hereafter be unlawful for any person elected or
appointed to any public office or position under the laws of the state or by virtue
of ordinance of any city in the state, to appoint as deputy, clerk or helper
office any person related by consanguinity or affinity, within the third
degree, to the person elected, appointed, or making said appointment, unless such
appointment shall first be approved by the officer, board, council, or commission
having the duty to approve the bond of the principal; provided this provision
shall not apply in cases where such person appointed receives compensation at the
rate of six hundred dollars per year or less, nor shall it apply to persons teaching
in public schools, nor shall it apply to the employment of clerks of members of
general assembly.

5.4 Sectarian Activities (CETA 676.71)

Funds under this contract may be used in support of any religious activity.
Provided under this contract may not be used to support any anti-religious activities, directly
or indirectly.

Funds provided under this contract may not be used in the construction, operation,
and maintenance of such a part of any facility used for sectarian activities.

None of the subsections do not preclude religious organizations from the administra-
tion and operation of CETA programs.

Participants will not be employed on the construction, operation, or maintenance
of any facility which is used for religious instruction or worship.

5.5 Political Patronage

3-CONTRACTOR may not discriminate with respect to political affiliation in
Public Service Employment positions.

6.0 Personnel Administration

3-CONTRACTOR shall insure the equitable selection of program applicants
in the sub-contractor's employment needs and the intent of the CETA Program.

6.1 Grievances Procedures

3-CONTRACTOR shall maintain grievance procedures to resolve disputes with a
participant. These procedures shall be in writing and shall provide a hearing
process for prompt resolution of the participant's complaint and the opportunity
to respond.

6.2 Participant Benefits

3-CONTRACTOR must provide the participant(s) prior to starting work with a
letter of employment stating the salary and position taken. This letter shall be
provided by the sub-contractor and the participant.

3-CONTRACTOR must also provide the participant with an orientation to their
benefits, personnel policies, and grievance procedures at the time of
employment.

3-CONTRACTOR will provide its PSE participants with a reasonable amount of
ce and supervision as to their duties and responsibilities.


6.3 Participant Opportunities

i-CONTRACTOR shall provide the participant with information regarding unsubsidized employment opportunities with the sub-contractor whenever a vacancy occurs.

6.4 CIRALG Review

i-CONTRACTOR shall allow its participants to meet with CIRALG staff anytime during the contract period for the purpose of monitoring, counseling, job development, and other program activity under CETA.

6.5 Participation Limitation

A participant in a Public Service Employment position should be allowed to continue enrollment for more than fifty-two (52) weeks of PSE employment during a single year period.

6.6 Labor Organization Consultation

i-CONTRACTOR shall obtain written concurrence from the appropriate bargaining when a collective bargaining agreement exists with the SUB-CONTRACTOR covering conditions in which training or PSE employment is proposed.

CIRALG. The SUB-CONTRACTOR must submit all budget line items requested in the contract.

7.0 Fiscal Conditions


7.1 Contract Budget

The total amount of this contract shall not exceed the financial agreement amounts stated on page 2 of the contract. In no event shall the amount of any line items of this contract be increased without prior written approval of CIRALG. The SUB-CONTRACTOR must submit all budget line items requested in the contract.
7.2 Allowable Cost and Reimbursement

shall pay the SUB-CONTRACTOR the allowable costs incurred under and during the
such costs are participants' wages as agreed to in this contract and fringe
The SUB-CONTRACTOR shall not increase the wages of any PSE participant em-
under this contract without prior approval from CIRALG. Wages are not to ex-
annualized wage of $10,000.00 per full-time participant ($833.33 per month,
bi-weekly, $191.31 per week, or $4.81 per hour based on a forty-hour work week).
rees must be in accordance with the CIRALG Average Wage Index.

l-CONTRACTOR shall receive monthly reimbursements, based upon CIRALG's receipt
est reimbursement for the previous thirty (30) day period. CIRALG may advance
for estimated expenditures for the first thirty (30) day period of the contract
itten request by the SUB-CONTRACTOR and signing of a non-interest bearing
ed promissory note by the SUB-CONTRACTOR.

aining costs are included in the contract amount, the SUB-CONTRACTOR must sub-
aining agenda or schedule along with an estimated cost breakdown to CIRALG for
 before reimbursement can be made by CIRALG for such costs.

r to be reimbursed for participant travel outside the eight-county CIRALG area,
-CONTRACTOR must receive prior written approval from CIRALG.

-CONTRACTOR agrees to maintain written accounting procedures.

-CONTRACTOR agrees to segregate cash-handling and accounting duties of agency
el for PSE contract receipts and disbursements, unless a waiver is granted by
Such waiver should be requested in writing, with just cause given as to why
-CONTRACTOR cannot comply with this requirement. The waiver must be addressed
Human Resources Director at CIRALG.

7.3 Audits

time during normal business hours and as frequently as is deemed necessary, the
TRACTOR shall make available to the agencies listed below for their examination
its records pertaining to all matters covered by this contract and permit these
s to audit, examine, make excerpts or transcripts from such records, contracts,
s, payrolls, personnel records, conditions of employment, and all other matters
by this contract.

- CIRALG and/or its designees
- The State Auditor and/or its designees
- The Comptroller General of the United States and/or its designees
- The Federal Agency providing funds and/or its designees

its, surveys and examinations will conform, at a minimum, to the first element
Comptroller General's Standards. (See 41 CFR 29-70.207 and P.L. 95-524,
106 (j)).

dited, the SUB-CONTRACTOR shall notify CIRALG when an audit survey is being
ed. Additionally, the SUB-CONTRACTOR and/or its appointed representative(s)
participate in a preliminary release exit interview of the audit survey. Where
, the SUB-CONTRACTOR shall notify CIRALG of the exit interview so that
may elect to participate. During the exit interview, the SUB-CONTRACTOR and/
appointed representative(s) shall insure that it understands or seeks clarifi-
of the audit findings. At that interview, the SUB-CONTRACTOR shall, if possible,
documentation or evidence to challenge any questioned findings. Further,
mum, the SUB-CONTRACTOR shall provide written response to the preliminary
ings, to the audit agent, either acknowledging and accepting the audit
4 Program Income

CONTRACTOR shall account to CIRALG for the expenditures of Program Income 30) days after the expiration of the contract.

Income is defined as income generated as a direct result of the employment es of Public Service Employment participants and includes, but is not limited me from fees, sales of commodities, fund raising use or rental fees and es on patents and copyrights.

CONTRACTOR may use Program Income for an approved PSE activity during the the contract.

PSE activity shall mean any activity currently not funded by CETA that benefits or enhances the employability of PSE participants such as training s, supportive services or unsubsidized employment with the sub-contractor. ram Income still unexpended by the sub-contractor after the expiration of act should be returned to CIRALG to continue any CETA activity within thirty s after the expiration of the contract.

7.5 Accounting Procedures

CONTRACTOR agrees to maintain separate books for PSE funds. If the SUB-CONTRACTOR sub-contracts under both Title II and Title VI of the Comprehensive Employment ning Act, these books must also be kept separate.

CONTRACTOR agrees to have two signatures on all checks disbursed by the RACTOR for contract expenses, unless a waiver is granted by CIRALG. One of the atures must be an individual who is not a PSE participant. In order to be a waiver of this requirement, the waiver must be requested in writing with just ven as to why the SUB-CONTRACTOR cannot comply with this requirement. The ust be addressed to the Human Resources Director at CIRALG.

8.0 Additional Reporting Requirements

CONTRACTOR shall submit to CIRALG a copy of the agency personnel policies includ-descriptions for PSE positions, agency salary schedules and grievance procedures. mative Action Plan must be submitted if the contract exceeds $10,000.00 and/or staff. If the agency does not have a complete set of written personnel policies the beginning of the contract, they must be submitted within thirty (30) days e contract effective date.

it SUB-CONTRACTORS shall also submit copies of its incorporation papers, federal it agency stature and a current list of the Board of Directors, officers, and

CONTRACTOR will provide CIRALG with copies of official minutes of Board of meetings where any transaction occurs affecting the PSE contract or its
The SUB-CONTRACTOR will inform CIRALG, in writing, of changes in sub-
or administrative personnel and Board Members whenever any changes or elections occurs.

Reimbursement reports must be received at CIRALG no later than the tenth (10th) day of the month following the report period. Failure to comply with this requirement may result in termination of the contract.

Sub-contractors are not liable for paying unemployment insurance benefits to PSE participants, all sub-contractors are required to complete an Employers Quarterly Report form listing the wages earned each quarter by PSE participants. This form must be submitted to CIRALG no later than one (1) month after the end of each quarter.

CONTRACTOR shall inform its participants of his/her option to join or decline participation in the sub-contractor employee retirement program. A copy of the participant sign-off shall be maintained in the sub-contractor payroll file and a copy sent to CIRALG.

Title VI projects, the sub-contractors are required to submit quarterly and project reports on the accomplishments and status of the project. The report shall be provided by CIRALG, and report deadlines established each quarter.

CONTRACTORS will submit to CIRALG any other reports and documentation as needed to meet the project requirements.

Failure to meet any program reporting requirements and deadlines may result in a suspension, which will be placed in the contract file. Repeated non-compliance with reporting requirements may affect the continuation of the contract and future contract.

9.0 Additional Conditions and Assurances

CONTRACTOR will comply with the requirements of the Comprehensive Employment and Training Act Amendments of 1978, hereinafter referred to as the Act, and with the rules and policies promulgated thereunder and further assures and certifies that the regulations promulgated pursuant to the Act are amended or revised, it will comply with them.

CONTRACTOR further agrees to abide by any policy changes or regulations initiated by the United States Department of Labor.

9.1 Maintenance of Records

CONTRACTOR shall maintain books, records, documents, and other evidence relating to all costs and expenses incurred and revenues acquired under this contract in such detail as will properly reflect all costs, direct and indirect, materials, equipment, supplies, services, and other costs and expenses of nature, for which payment is claimed under this contract.

CONTRACTOR must maintain on file a copy of all applications for PSE positions and reasons for non-selection.

Records in the possession of the sub-contractor pertaining to this contract shall be maintained by the sub-contractor for a period of five (5) years beginning with the year in which the final payment under this contract is issued. All records shall be maintained beyond the five year period if audit findings have not been resolved within that period. Records for non-expendable property acquired under this contract shall be maintained for a five (5) year period after the final disposition of the property.

-9-
individual employed by the SUB-CONTRACTOR, either directly or indirectly, received any part of his/her wage payments from funds under this contract, the SUB-CONTRACTOR shall be required to utilize and maintain time and attendance records prescribed by CIRALG, on all such personnel for five (5) years. At a minimum, time and attendance records shall show all hours for which such personnel are paid under this contract, delineated to work vs. non-work paid leave, etc., and shall be signed by both the funded personnel and his/her site supervisor.

9.2 Unionization and Labor Disputes

SUB-CONTRACTOR shall insure that no funds under this contract are used in any manner to either promote or oppose unionization, and no participant shall be required to join an union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals hired under a collective bargaining agreement which contains an union security provision.

Participant in Public Service Employment provided services under this contract placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the contract term, participants in affected positions must either be relocated to positions unaffected by the dispute, or be suspended through administrative leave or other means.

The SUB-CONTRACTOR shall make every effort to relocate participants who remain working, into suitable positions unaffected by the work stoppage.

9.3 Fraud and Abuse, Embezzlement and Criminal Provisions

SUB-CONTRACTOR shall abide by and be subject to the sanctions of the following:

1. Whoever, being an officer, director, agent of employee of, or connected in any capacity with the SUB-CONTRACTOR, who knowingly hires an ineligible individual or individuals, embezzles, willfully misapplies, steals or obtains by fraud any of the monies under the contract shall be subject to a fine of no more than $10,000.00 or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $100.00, such person shall be subject to a fine of not more than $1,000.00 or imprisoned for not more than one (1) year, or both.

2. Whoever, by threat of procuring dismissal of any person from employment or of refusal to renew a contract of employment in connection with this contract induces any person(s) to give up any money or thing of any value to any person, shall be subject to a fine of not more than $1,000.00 or imprisoned for not more than one (1) year, or both.

3. Any person whoever willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under this contract, shall be subject to a fine not more than $5,000.00 or imprisoned for not more than one (1) year, or both.
9.4 Wage Limitation

B-CONTRACTOR shall issue wages paid PSE participants in accordance with:

- The minimum hourly wage set out in section 6 (a) (1) of the Fair Labor Standards Act of 1938, as amended or

- The State or Local minimum wage for the most nearly comparable covered employment and in agreement with the United States Department of Labor Annual Wage Index for the CIRALG area.

9.5 Patent and Copyright

B-CONTRACTORS shall abide by the Patent and Copyright procedures for PSE as follows:

If any PSE project or PSE position produces patentable items, patent rights, processes, or inventions in the work under a CIRALG contract, the sub-contractor shall report the fact promptly and fully to the CIRALG Human Resources Director. CIRALG shall determine to seek protection on the invention or discovery.

Unless otherwise provided in the terms of this contract, when copyrightable material is developed in the course of the contract, the author or the sub-contractor is free to copyright the material or to permit others to do so; however, CIRALG and the Department of Labor shall have a royalty free, exclusive and irrevocable right to reproduce, publish, and otherwise use, and to authorize others to use the work for CIRALG or the United States Government purposes.

9.6 Bonding

B-CONTRACTOR shall insure that the provision of this contract is in effect or than thirty (30) days after the effective date of this contract and provide adequate documentation of the bonding coverage. Failure to do so will result in immediate cancellation of the contract.

9.7 Equal Employment Opportunities

B-CONTRACTOR will comply with Title VI and VII of the Civil Rights Act of (P.L. 88-352), and in accordace with Title VI and VII of that Act no in the United States shall on the grounds of race, color, sex, or national, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the respondents received Federal financial assistance and will immediately take any es necessary to effectuate this agreement.
CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964, prohibiting employment discrimination where (1) the primary purpose is to provide employment or (2) discriminatory employment practices result in unequal treatment of persons who are or should be benefiting from int-aided activity.

ion with responsibilities in the operation of this contract will discriminate respect to any program participant or any application for participation in program because of race, creed, color, national origin, sex, age, political ition or beliefs.

ions of employment of training will be appropriate and reasonable with regard type of work, the geographical region and the proficiency of the applicant. ial standards for health and safety in work and training situations will maintained.

CONTRACTOR further agrees to pay the cost of any financial settlements from Equal Employment Opportunity complaints, or other actions by any nt for a PSE position or PSE participant where probable cause or negligence imined to have occurred.

9.8 Additional Assurance relating to Public Service Employment Positions

CONTRACTOR further assures that special consideration will be given to the of jobs which provide sufficient prospects for advancement or suitable ed employment by providing complementary training and manpower services d to (1) promote the advancement of participants to employment or training uities suitable to the individuals involved, whether in the public or private of the economy, (2) provide participants with skills for which there is cipated high demand, or (3) provide participants with self-development skills.

CONTRACTOR assures that special consideration in filling transitional public jobs will be given to unemployed persons who are the most severely dis-aged in terms of the length of time they have been unemployed without assist-ut such special consideration shall not authorize the hiring of any person y other person is on lay-off from the same or any substantially equivalent is will be used to hire any person to fill a job opening created by the action employer in laying off or terminating the employment of any other regular e not supported under the Act in anticipation of filling the vacancy so created ing an employee to be supported under the Act.

CONTRACTOR will undertake analyses of job descriptions and re-evaluations here shown necessary, revisions of qualification requirements at all levels of ment, including civil service requirements and practices relating thereto in ance with regulations prescribed by the Secretary, with a view toward removing ial barriers to public employment of those whom it is the purpose of the Act ist.

CONTRACTOR, where appropriate, will maintain provide linkages with up- g and other manpower programs for the purpose of (1) providing those persons ed in public service jobs who want to pursue work with sub-contractor in the similar work, with opportunities to do so and to find permanent, upwardly
e careers in that field, and (2) providing those persons so employed who do not to pursue permanent careers in such field, with opportunities to seek, prepare and obtain work in other fields.

Employment will, to the maximum extent feasible, contribute to the elimination tificial barriers to employment and occupational advancement, including nunities for the disadvantaged.

obs in each promotional line in no way infringe upon the promotional opport-
es which would otherwise be available to persons currently employed in public ce jobs not subsidized under the Act, and assure that no job will be filled in than an entry level position in each job category until applicable personnel udures and collective bargaining agreements have been complied with.

are in addition to those that would be funded by the sponsor in the absence of tance under the Act.

le 9.9 Sub-Contracting of Funds
UB-CONTRACTOR shall not engage in other sub-contracts involving the contracted s, or change stated goals of the contract without the prior written approval of G.

le 10.0 Disclaimer of Liability
G shall not be liable nor reimburse sub-contractors for any costs, charges, ments, or liabilities resulting from the sub-contractor's negligence or failure e sub-contractor to adhere to the conditions of the contract or the sub-contractor's ation to comply with all applicable laws, ordinances and codes of the Federal, , and local governments.
JB-CONTRACTOR possesses legal authority to administer the contract; that an action, motion, or similar action has been duly adopted or passes as an official of the sub-contractor's governing body, authorizing the contract, including all standing and assurances contained therein, and directing and authorizing the identified as the official representative of the sub-contractor to act in action with the contract and to provide such additional information as may be red.

JB-CONTRACTOR and CIRALG agrees to the terms and conditions and accepts responsibility for the elements contained in this contract, and sign this contract the date first written above.

**CONTRACTOR APPROVAL**

Leonard

__________

(Full name & title)

CIRALG APPROVAL

FOR: CIRALG

__________

(BY: (name & title))

SIGNATURE

Leonard

__________

(Full name & title)

__________

(Full name & title)

-14-
AMENDMENT

to

PUBLIC SERVICE EMPLOYMENT CONTRACT

between the

CENTRAL IOWA REGIONAL ASSOCIATION OF LOCAL GOVERNMENTS

and

Des Moines Area Community College

Although your Public Service Employment Contract Budget may contain positions which are currently unfilled, CIRALG is in no way committed to fund these positions, now or at a later date. CIRALG reserves the right to refuse funding of these vacant positions once the CETA PSE FY80 allocation has been received and funding priorities have been reviewed. Funds will be deobligated from contracts containing unauthorized positions.

The subcontractor also understands that no vacant positions will be funded until written authorization from CIRALG is received.

I have read the above statements and agree to abide by them.

Des Moines Area Community College

Agency Name

November 12, 1979

Date

Steven Leonard, President, Board of Directors

Name and Title

Signature
RESOLUTION TO OFFER HOUSE FOR SALE

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

Lot 7, Waywin Acres, Plat No 3, an Official Plat, in the City of Ankeny, Polk County, Iowa.

(1202 SE Reo, Ankeny, Iowa)

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

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

AS, 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 ed by H.F. 2277 of the 1978 session of the 67th General Assembly; and

HEREFORE BE IT RESOLVED that the above described real estate be offered for sale at a listing price of $84,000.00, which includes an allowance of $0.00 for floor covering and $460.00 for stove, with the sale to be handled by the Greater Des Moines Board of Realtors at a commission rate of 5% of sales, pursuant to the aforementioned Board adopted procedure.

AND APPROVED this 12th day of November 1979.

Eloise Leonard
PRESIDENT, BOARD OF DIRECTORS

T:

Sandra Wright
SECRETARY, BOARD OF DIRECTORS
"Closed Specification" Items (Mechanical & Electrical) for New Building Construction

Gate Valves: Lunkenheimer, Crane, Jenkins, Powell, Walworth or Centerline
Plumbing Fixtures: American-Standard, Crane, Kohlar or Eljer
Flush Valves: Sloan "Royal"
Domestic Hot Water Heating Pumps: Bell and Gossett or Taco
Hot Water Heating Pumps: Buffalo, Peerless or Aurora
Chilled Water Pumps: Buffalo, Peerless or Aurora
Factory Built A/C Units: Train, McQuay, Carrier, Dunham Busch or York
Temperature Controls: Johnson Controls, Inc., Honeywell, Inc., or MCC Powers, Inc.
Electrical Safety Switches: Square D or ITE
Entrance and Main Switchboards and Circuit Breakers; Lighting and Power Panelboards and Circuit Breakers: Square D, ITE, General Electric or Federal Pacific

Note: In the case of a "Close Specification" Item, the specification wording is to be to the effect, "Furnish Brand X, Brand Y, or Brand Z."

In the case of all other items, the specification wording is to be to the effect, "Furnish Brand X, Brand Y, Brand Z or approved equal."

October 23, 1979
October 30, 1979

Paul Lowery
Don Zuck

Board agenda item

Please obtain Board approval of the attached PHASE III TENTATIVE TIMETABLE, dated 10/29/79.

Also attached for distribution to the Board are three documents titled Phase III Budget, Phase III Estimated Income, and Variables Involved in All Aspects of Cash Flow Projections, all dated September 17, 1979.

The basis for asking Board approval of the timetable is to allow work to proceed in:

1. Obtaining a loan against the three-year levy.
2. Planning and designing the various projects within Phase III.

The timetable reflects the following:

1. The loan against the three-year levy will be based upon current valuations. Our budget is based upon collecting at least another $600,000 during the three-year period. One project of at least $600,000 will have to be delayed until the end of the collection period.

2. Cash flow must be such that a cash balance is available at any point within the timetable.

3. The Automotive Building and the Urban Center expenditures are set.

4. The Student Services and Support Services Buildings are being designed and a timetable has been established.

5. The remodeling of existing buildings cannot occur until we have moved into the new Student Services and Support Services Buildings.

6. The Energy Conservation Project must coincide with the completion of the Student Services and Support Services Buildings.

7. The Greenhouse and Data Processing Building will be constructed after reasonable time is allowed for planning and design.
8. The Industrial Manufacturing Building addition will be delayed until the end of the collection period due to the situation stated in item number one above.

9. The timing and extent of the Carroll Project depends upon a survey currently being conducted and upon the availability of operating funds.

kas

Attachments

cc: Gene Snyders
IOWA COUNCIL OF AREA SCHOOL BOARDS

(Proposed)

1980 - 81 BUDGET

**-----------------------------------**

BALANCE ON HAND - ICASB - Cash $18,361.35

Furniture & Fixtures

Accum. Depreciation Reserve $5,914.77

Depr. Value - Furn. & Fix. $7,007.50

TOTAL Balance on Hand & Fixed Assets $31,283.62

INCOME:

Membership dues $128,400.00

Meetings (reimb.) 6,500.00

Convention Registration 500.00

Interest Income 2,000.00

Other Income (Newsletter) 6,500.00

TOTAL INCOME (including balance on hand and fixed assets) $175,183.62

EXPENSES:

Salaries (Includes overtime & extra part-time help) $71,600.00

FICA Taxes 4,750.00

Fed. & St. Unempl. Comp. Taxes 750.00

Parking 960.00

Rent 9,304.42

Meeting Expense (reimb.) 6,500.00

Meeting Expense (conventions & workshops) 3,000.00

Travel 7,000.00

Supplies 6,000.00

Postage 3,500.00

Telephone 4,750.00

Group Insurance 5,000.00

General Insurance 750.00

Cont. for Special Projects 1,500.00

President's Expenses 600.00

Professional Fees 800.00

Ref. Materials, Dues, and Subscriptions 2,000.00

Miscellaneous Expenses 700.00

Equipment - Maintenance 3,600.00

Equipment - Purchased 2,500.00

IASB Dues 2,675.00

Brochures & Promotional Materials 400.00

Depreciation Expenses 1,500.00

ICASB Staff Retirement Plan 6,500.00

Newsletter 6,500.00

TOTAL EXPENSES $153,139.42

INCOME OVER EXPENSES $22,044.20

Less: Furniture & Fixtures -12,922.27

BALANCE ON HAND $9,121.93
IOWA COUNCIL OF AREA SCHOOL BOARDS

PROPOSED DUES SCHEDULE FOR

1980 - 1981

***********

<table>
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<th>AREA</th>
<th>BASE</th>
<th>EXPENDED BUDGET</th>
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*This formula is based on using the total of revenue by category as follows: Federal, Local Support, State General Aid and State Vocational Aid.*
At their regular meeting of 12 November 1979 the Board of Directors of Des Moines Area Community College voted to approve tentatively the budget of the Iowa Council of Area School Boards and to reserve the right to determine in the future what portion of the dues schedule they would pay.

This was a unanimous decision of the Board.

Charles Wright, Secretary

Eldon Leonard, President
RESOLUTION REGARDING CLOSING OF OPERATIONS
FOR A WINTER BREAK

WHEREAS, energy considerations are an important part of the planning of operations for Des Moines Area Community College, and
WHEREAS, a winter vacation has generally been scheduled at Des Moines Area Community College between December 25 and January 1, then,

THEREFORE, it is resolved that the Board of Directors of Des Moines Area Community College authorize the Superintendent to annually establish a winter vacation for the college, which shall reduce the need to operate the college for one to two day intervals either following or before a weekend when December 25 and January 1 are on weekdays (Monday through Friday). One of the present legal holidays now included in the spring break will be moved to the winter break. The other normal duty days may be taken as personal/business leave, vacation, or leave without pay.

Elden Leonard
President, Board of Directors

Charles Wright
Secretary, Board of Directors
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The Goal of the Board of Directors is to provide an educational program of the highest quality possible. Success in obtaining this goal is dependent in large measure upon the competency of the professional staff and those who serve in direct supporting positions to the instructional program of the Des Moines Area Community College.

It shall be the policy of the Board of Directors to approve all full-time professional personnel only upon the recommendation of the Chief Executive Officer.

Language in any bargaining agreement to which Des Moines Area Community College may be a party shall govern without regard to these policies except that were it is held that said language is not complete these policies shall be used to complete the meaning of said language.

The Chief Executive Officer will maintain operating procedures to implement Board policies.
The Chief Executive Officer shall maintain a classification system for personnel commensurate with the duties and functions of the employees.
Continuing contracts are issued for a fiscal year (July 1 - June 30), for a specific time period during the fiscal year, to faculty and administrative staff as required by The Code of Iowa.

The procedures followed shall be those outlined in The Code of Iowa.
Contracts

Contracts with professional personnel shall be in writing and shall state the length of time the contract is in force, the compensation per work day, and each month, and the schedule of payment.

Individual contracts shall be subject to the policies of the Board and the laws of the state. Such contracts shall be approved by the Board, signed by both parties and filed with the Secretary of the Board.

BOARD ADOPTION: May, 1975

LEGAL REFERENCE: 279.3-.25

Rev. 5/15/76  280A.23(4)
All personnel occupying positions that require certification by statute or the Department of Public Instruction must submit a certificate evidence that they meet certification requirements.
Initial employment of professional personnel shall be by recommendation of the Chief Executive Officer submitted to the Board of Directors for approval.
The Board of Directors shall endeavor to employ, retain, and advance highly qualified professional personnel. The administrative and supervisory staff shall evaluate the services of the professional personnel and place a record of such evaluations in the central personnel file for each individual, with a minimum of one evaluation per fiscal year.
The Board may, by a majority vote, discharge any professional employee for incompetence, inattention to duty, partiality, or any good cause, after a full and fair investigation made at a meeting of the Board, held for that purpose at which the person shall be permitted to be present and make defense, allowing him/her a reasonable time therefore as provided in the code. The employee is entitled to legal counsel during his/her defense.
Substitutes

Personnel serving on a substitute or temporary basis in Des Moines Community College shall be certificated for the positions which they are fill. Substitutes shall be paid on a daily rate for their services.
TITLE: Professional Personnel (Faculty and Staff)

Tutoring

Professional personnel shall not render tutorial services for pay students of Des Moines Area Community College enrolled in classes in the personnel's academic area.

No facilities, equipment or materials of the college shall be used for tutoring pupils not a part of the regular program of Des Moines Area Community College.

SERIES NUMBER: 422

BOARD ADOPTION: May 14, 1976

LEGAL REFERENCE: 280A.23(4,5)
Sabbatical Leave

Full-time (twelve months) faculty, administrative and professional services staff may take leave, with the approval of the Chief Executive Officer, his designee. This leave is earned at the rate of ten days per year of service. Professional improvement may consist of college work, industrial schools, travel, or work experience in industry directly related to the position or for the benefit of the institution. It must be approved in advance by the Chief Executive Officer.

Professional leave, to the extent that it can be earned during the current contract year, may be granted in advance when required to meet certification requirements or complete a degree; but no more than thirty days will be granted during a three year period. In all other circumstances professional leave with pay will only be granted after it has been accrued. The salary of persons leaving the system who have used more leave than earned a pro-rated basis will be adjusted accordingly.

LEGAL REFERENCE: 280A.23(4,5)
The Board shall annually establish the hourly rates to be paid to part-time professionals who provide instructional services to the college.
The Chief Executive Officer shall be responsible for the continuous evaluation of the regular classified employees of the district.

Supervisors of such classified employees shall submit evaluations in writing to the Chief Executive Officer for each employee annually and prior to the offer of an employment agreement for the ensuing year or period of employment.
The Chief Executive Officer of Des Moines Area Community College shall have the authority to suspend the services of any classified employee. All recommendations for dismissals for cause must first be reviewed by the Chief Executive Officer. At the meeting of the Board of Directors, action shall be taken by the Board as to whether or not the employee shall be reinstated or dismissed. The employee shall have the right to a hearing before the Board upon request.
Recruitment and selection of the personnel for Des Moines Area Community College shall be the responsibility of the Chief Executive Officer. In the discharge of this responsibility, the Chief Executive Officer shall make use of such other administrative and supervisory staff members as may be both practical and effective.

Selection shall be based on the following factors:

1. Criteria established for the vacant position
2. Training and certification
3. Demonstrated professional competency
4. Suitability for the position
5. Affirmative action guidelines

Selection shall be based upon the merits of the candidates without regard to their color, race, religion, sex, age, handicap, marital status, or membership in an employee organization.
The Board of Directors of Des Moines Area Community College shall establish a salary administration program for all personnel within Des Moines Area Community College.

This program shall be subject to annual review and modification by the Board upon recommendation of the Chief Executive Officer.
No relative may be assigned within the same program or under the supervision, direct or indirect, of a relative. No relative of a department head or higher level shall be eligible for employment except by approval of the Chief Executive Officer.

Relatives shall be defined to include: spouse, children, father, mother, sisters, and brothers.

DRAFT ADOPTION: September, 1974
Rev. 9/75, 5/14/76

LEGAL REFERENCE: 280A.23(4,5)
All personnel records shall be kept and preserved by the Director of Personnel. Employee personnel records shall be retained ten years after termination.

Personnel records shall be held in confidence, with access limited to the individual employee, the Director of Personnel and his/her confidential staff, and supervising administrators. Requests by other persons or agencies for information, other than public employee information, contained in an employee's personnel file will not be honored unless the employee has signed a permissive release or the information is subpoenaed by the courts.
All college personnel, with the exception of hourly paid employees, are responsible for the number of duty days specified in their respective employment agreements. For faculty and instructional support staff this includes all student contact and in-service days specified on the current college calendar. For other employees the number of duty days shall be specified in their contract.

In the event of unusual circumstances, such as excessive snow days, epidemics, and other acts of God which close the college operations, it may be necessary to schedule make-up days for the students' educational benefit. In no case, however, will the beginning & terminal dates of an employment agreement be isolated.

BOARD ADOPTION: May, 1975

Rev. 5/14/76

LEGAL REFERENCE: 280A.23(4,5)
Office Hours

All administrative offices will be staffed from 8:00 a.m. until 5:00 p.m., Monday through Friday. The assignment of personnel to hours other than 8:00 to 5:00 will be determined by the needs of the program of the institution.

Administrative, Supervisory, Office and Maintenance Personnel:

Normally 8:00 a.m. to 5:00 p.m. with flexibility to adjust schedules to meet institutional needs.

Instructional Personnel, Counselors, Librarians and Media Specialists

Personnel may be assigned a schedule at anytime between hours of 7:00 a.m. and 10:00 p.m.

Part-time Instructors (Day and Evening): They should make themselves available to students for conferences at a time best suited for their students.

The instructor will keep his/her office hours posted and will be available for students whose schedules allow use of the posted hours.

BOARD ADOPTION: September, 1979
LEGAL REFERENCE: 280A.23(4,5)

Rev. 5/14/76
All applicants for employment must declare in writing their state physical health as part of the application process, but a physical examination will not normally be required.

The administration may request any employee to have a physical examination if it appears that the person's physical welfare is impairing his/her performance or may be detrimental to the health of others.

Food Service employees shall be required to take physical examinations on initial employment and annually thereafter. These physicals shall include a chest x-ray and stool examination.

School bus drivers must have an annual physical examination and meet established requirements for physical fitness.

Physical examinations which are required by the college shall be at the expense of Des Moines Area Community College.

DARD ADOPTION: May 14, 1976

LEGAL REFERENCE: 280.23(4.5)
170.26
321.31:
The Chief Executive Officer shall assign and/or transfer all personnel from one position to another for which they are qualified. The Chief Executive Officer may also assign and/or transfer personnel to any location within the college district. All such changes shall be made with full knowledge of all parties related to the reassignment or transfer.
Group health and term life/accident insurance premiums may in part, or full, be provided as a fringe benefit to regular full-time and part-time employees. The amount which Des Moines Area Community College will contribute shall be determined annually by the Board of Directors.
Faculty and Administrative Staff

Full-time instructional staff are entitled to any paid vacation days designated on the Board-approved college calendar which fall within the inclusive terms of the instructor's contract of employment. A regularly contracted part-time instructor must carry the equivalent of a one-half normal teaching load to qualify for vacation benefits. All faculty, full or part-time, must take their vacation days as specified on the college calendar, unless stipulated otherwise as a condition of employment (e.g., CIVEC, Counseling, Adult). Early termination of a contract will constitute forfeiture of vacation days falling in the unfulfilled portion of the contract.

Administrative staff are not subject to the college calendar, but shall accrue 1 2/3 vacation days per month to be taken only with approval of the appropriate supervisor.

Classified and Support Staff

All full-time regular employees who were on duty prior to July 1, 1975, will accrue and are entitled to four weeks (20 working days) paid vacation annually, which is accrued on the basis of 1 2/3 days per month.

Full-time regular employees hired July 1, 1975, and thereafter, will accrue and are entitled to three weeks (15 working days) paid vacation annually, which is accrued on the basis of 1 1/4 days per month. On the fifth-year anniversary of the employment, the employee will qualify to begin accruing vacation on the basis of 1 2/3 days per month.

Other regular full and part-time employees under contract who work on a schedule of less than twelve months or who work a minimum of twenty (20) hours per week will earn vacation time on the basis of 1 1/4 days per month prorated in direct ratio to actual hours worked.

General Conditions

For all employees not required to take vacation days as designated on the college calendar accrued vacation must be used not more than two months after the end of the fiscal year following the fiscal year in which it was earned.

**LEGAL REFERENCE.** 280A.23(4,5)
TLE: College Employees

Sick Leave

All regular full and part-time employees, after the effective date of their contract and having reported for duty, will be credited fifteen (15) days sick leave for personal illness or injury with full pay accrued at the rate of one and one-fourth (1 1/4) days per month. Sick leave for employees working at least half time, but less than full-time shall be prorated by a ratio based upon their individual contract. The sick leave provisions only apply to personal illness or injury. An employee may be approved to use sick leave to assist members of the immediate family who have a serious illness. Immediate family shall mean spouse, children, parents, brothers, sisters or comparable in-laws. Unused days will be cumulative to a maximum of one hundred (100) days. A doctor's statement is required for absences due to illness beyond four (4) days. Disabilities to male employees caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are considered temporary disabilities or illnesses and will be treated as such under the sick leave provision.

BOARD ADOPTION: July, 1970

LEGAL REFERENCE: 280A.23(4,5)

Rev. 5/14/76, 11/8/76

279.40
All regular full and part-time employees, after the effective date of their contract and having reported for duty, may have approved a maximum of three (3) days leave with pay to attend a funeral of a member of the immediate family. Immediate family shall mean spouse, children, parents, brothers, sisters, and parents, aunts, uncles, and comparable in-laws.

Bereavement leave is non-cumulative.
A full-time employee may be granted one (1) day (non-cumulative) with

y for personal business leave each fiscal year. To be eligible for such leave,
the employee shall have written approval from his supervising administrator.
Holidays

Nine holidays are provided annually for 12-month employees, as specified in the current Board approved College Calendar received with the contract of employment.
When an employee is required to serve on a jury, the absence from work for this reason will be excused without loss of pay. The jury duty pay received by the employee must be turned in to the Business Office or an equivalent amount deducted from the regular monthly wage. Employees are expected to report back to their working assignment during a normal work day when their presence is not required by the court.
MILITARY LEAVE

SERIES NUMBER: 470

An employee granted a military leave of absence shall be eligible to
return to a position in the district with annual increments equivalent to the
time of years spent in the service of the United States of America.

Full-time employees who are members of the National Guard or any
organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which
requires periods of training are permitted to be absent from work for the purpose
of receiving military training for a period not to exceed thirty (30) days in any
calendar year. Such absences are allowed in addition to regular vacation and
may be taken without loss of pay for the period of military leave so allowed.
With the Chief Executive Officer's approval, a leave of absence without pay, not to exceed twelve (12) months, may be granted to full-time & regular part-time professional employees with at least three (3) consecutive years with the college for purposes of professional development. Further, full-time & regular part-time employees with special personal or medical problems may be granted leave without pay not to exceed twelve (12) months.

The Employer, in granting a leave of absence, implies that it will return the employee to employment if a vacancy exists for which the employee is qualified. The Employer will permit the employee to continue participation in the insurance programs at the employee's own expense, except when the employee enters other employment for pay during the leave. Upon return to employment, the accrued sick leave and experience credits earned prior to the leave shall be credited to the employee.
It shall be the policy of the Board of Directors that payroll deductions for insurance, annuity, investment, savings, not-for-profit organizations, and retirement plans may be made from the salaries of college employees provided that written application for such deductions shall be on file with the Secretary of the Board of Directors and provided the Chief Executive Officer has approved the payee for the deducted amount. Voluntary payroll deductions requested by the employee shall be made at the employee's risk; neither the Board of Directors of Des Moines Community College nor any of its employees shall be liable in any way for losses incurred by the employee in any program for which said employee requests a payroll deduction be made.
Overtime Compensation (Classified, Support and Administrative Personnel)

Regular overtime hours worked may be compensated either in cash at the regular rate or in compensatory time, on the basis of one hour per each hour worked.

Emergency overtime hours will be compensated at the rate of one and one half times the regular hourly rate of pay of the employee.

BOARD ADOPTION: December 12, 1977

LEGAL REFERENCE: 280A.23(4)
Employment Outside of College

Employees should not engage in any outside employment which will in any way interfere with their ability to carry out their college assignment. In no case should anyone accept outside employment during any period of the day when he/she is on duty with the college.

DRAFT ADOPTION: September, 1970

LEGAL REFERENCE: 280A.23(4,5)

Rev. 5/14/76
Political Activity and Political Leave

No employee or external party may use college facilities, equipment, supplies or other resources for political gain or campaign purposes.

An employee may not participate in political campaigns during the time the employee is on duty with the college.

The following activities, and other similar activities, are prohibited on the property under the jurisdiction of the Board: posting of political circulars; solicitation for campaign workers; and the collection of and/or solicitation for campaign funds. Campaigns for the purpose of student elections and elections held at the direction of the Board are excluded from these prohibited activities.

An employee may be granted a leave of absence without pay in order to participate in a campaign for, or to hold, political office upon recommendation to the Chief Executive Officer.

DRAFT ADOPTION: May 14, 1976

LEGAL REFERENCE: 280A.23(4,5)
740.13-.18
Patents and Copyrights

General Statement

Any member of the staff or student community of Des Moines Area Community College who produces inventions, educational materials or media for publication or production shall, with the exclusions specified in Sections B and C below, maintain full rights for that copyright or patent and further, any royalties or profits resulting from said publications or product shall belong solely to that student, faculty, or staff member.

Special Support Provided by the College

In those cases in which the College provides support of work which leads to the production of inventions, copyrightable materials or media, the College and the particular staff member(s) and/or student(s) shall enter into a contractual copyright/patent agreement concerning the resulting rights prior to the commencement of the support. Support by the College is defined by the following four items:

1. RELEASED TIME - Reduction in normal teaching or administrative duties to develop new courses, inventions, materials, or media.
2. EMPLOYMENT - With the particular specification in the job description or employment agreement indicating development of new inventions, materials or media, where such development is a prescribed duty.
3. EXTRA PAY - Additional remuneration or grant by the College for a project the purpose of which is the development of inventions, materials or media.
4. FACILITIES USE - Individuals who, on non-duty time, use special college facilities or equipment for the production of an invention or copyrightable product.

Outside Grants or Fundings

If inventions, materials or media in question are created by virtue of a grant made to the College by an outside funding agency contracting with the College, and where the terms of the grant are those covered by Section "B", an assignment of rights or a retention of the rights by the College shall be arranged.
the Chief Executive Officer and/or such individuals whom the Chief Executive Officer may designate acting at the time the grant or award is made with the advice and counsel of an ad hoc College Copyright/Patent Committee.

Copyright/Patent Committee

An ad hoc Copyright/Patent Committee shall be appointed by the Chief Executive Officer and deal with the question of individual vs. college rights to patents and copyrights. The Committee shall be responsible for recommending action to the Chief Executive Officer. Should the Chief Executive Officer reject the recommendation of the Committee the Chief Executive Officer shall provide the Committee with the reasons and if the Committee persists in its recommendation, the matter will be referred to the Board of Directors for action.

ARD ADOPTION: May 14, 1976

LEGAL REFERENCE 280A.23(4,5,7)
The personal safety and health of each employee of Des Moines Area Community College is of primary importance. The prevention of occupationally-induced injuries and illnesses is of such consequence that it will be given precedence over operating whenever necessary.

Des Moines Area Community College will maintain safety and health procedures conforming with the practices of organizations of this type, as required by the Iowa Occupational Safety & Health Act.
Resignations

Resignations shall be in writing and signed by the resigning party. Appropriate notice is required.

Resignations of professional personnel must be approved by the Board before they become effective.

In the event a certified employee terminates employment without proper notice, the Chief Executive Officer is directed to advise the State Department of Public Instruction for appropriate action by the Department.

BOARD ADOPTION: May 14, 1976

LEGAL REFERENCE: 279.13.24

280A.23(4,5)
The retirement date for any employee of Des Moines Area Community College will be on the 30th day of June following the employee's 70th birthday.

After retirement, personnel may be re-employed only on the basis of a limited term contract of twelve months or less, or on a part-time basis.
SERIES NUMBER: 488

TLE: College Employees

Staff Reduction

When in the determination of the employer, it becomes necessary to reduce staff due to inadequate funding for positions, decreasing enrollment, fiscal, departmental or program requirements or restructuring, or any other circumstance related to the educational goals of the institution, the employer shall indicate those employees to be terminated.

LEGAL REFERENCE: 280A.23(4, 5)
It is the policy of Des Moines Area Community College to extend equal opportunities to all employees and to applicants for employment who meet the qualifications established for a class or a position for which the application is made. It is also the policy of this institution not to discriminate against any employee or applicant for employment on the basis of race, religion, sex, national origin, age, physical or mental handicap or disability.

Des Moines Area Community College shall have a Board-approved affirmative action plan to assure continued compliance with the mandates of the Civil Rights Act of 1964, Executive Orders, and the Iowa Civil Rights Act.
Employee Gift Policy

No member of the Board or employee of the Des Moines Area Community College will accept or solicit gifts from any person, group, or entity doing, desiring to do, business with the college. All business-related gratuities are specifically prohibited, except nominal value advertising items widely distributed.

ARD ADOPTION: September, 1974

LEGAL REFERENCE: 280A.23(4c,5)

Rev. 5/14/76
STATEMENT OF UNDERSTANDING

This agreement constitutes an agreement between the Area XI, Des Moines Area Community College, and the Rehabilitation Education and Services Branch of the State Department of Public Instruction, Des Moines. This agreement covers the period of November 1, 1979 through June 30, 1980. It may be amended at any time during this period by mutual consent of the parties involved. In the event that either party desires to make substantial changes or to cancel this agreement for the following year, it is agreed that notice of such intent will be given to the other party prior to April 1,

The purpose of this agreement is to establish a base for jointly providing a comprehensive array of vocational rehabilitation services to disabled students in the school facility. Such services will augment the schools' educational program for the benefit of disabled students, or potential students, who are eligible for vocational rehabilitation services.

All provisions:

Access to staff and students -- It is expected that all school and RESB staff working on occupationally-related evaluation, adjustment, or skill development of disabled students within the school will have access to one another and to disabled students. Such access is vital to a useful exchange of information, referral of students for services, joint program planning, and effective counseling.

Confidentiality -- Privileged information will be used by all staff solely for the purpose of establishing an individual's eligibility for services, determining rehabilitation needs, developing Individual Written Rehabilitation Program (IWRP), developing Individual Educational Programs (IEP), monitoring an individual's progress, placement into suitable training or employment, or for research.

Suitability of staff -- Staff employed and assigned to this cooperative program will be continued in such work setting and assignments only so long as they conduct themselves and perform their duties in a manner acceptable to the Area Superintendent or Administrator and to the Department of Public Instruction.

Staff employed by the vocational rehabilitation agency and serving the school will be acceptable to the Area Administrator (or Area School Superintendent) and shall comply with all rules, policies, and schedules required of them by the school within the limits of applicable collective bargaining agreements. Such staff will attend pertinent meetings for
service training or professional development as designated by
cials of either the school or the rehabilitation agency. Such
ings designated by either party are estimated not to exceed a
tal of 20 working days per year.

cords and Reports — Both the school and the RESB will continue to
tain reports required by applicable federal and state laws and
gulations. Any other program information or statistical data relating
vocational rehabilitation will not be released to professional pub-
cations, the press, etc., without the review and consent of the other
y. All audio-visual materials explaining vocational rehabilitation
veloped for presentation to lay or professional groups will also be
th the knowledge and consent of both parties. Evaluation of the
nt efforts will be done at least annually with the participation
both parties. Periodic reports from the RESB data collection system
ll be provided as they are available.

Rights — Both parties to the agreement will continue to be in
pliance with the Civil Rights Act of 1964.

ATIONAL REHABILITATION RESPONSIBILITIES:
ficial Staff — The personnel of the Rehabilitation Education and
rvices Branch, as employees of the State Department of Public Instruc-
on, will meet the educational and other requirements as set forth in
e STATE PLAN FOR THE ADMINISTRATION OF VOCATIONAL REHABILITATION IN
WA. Such personnel will work within the Area as an integral part of
school educational team to bring to the rehabilitation resources of
area the special vocational rehabilitation skills and services neces-
ry to successfully train and otherwise prepare eligible handicapped
sons for suitable employment. Only handicapped individuals deter-
 to be eligible for vocational rehabilitation services will be
cluded in this cooperative program.

aff Support — The Rehabilitation Education and Services Branch will
so make available to each vocational rehabilitation counselor, supplies
d travel funds within the provisions of state statutes to carry out
s professional responsibilities in cooperation with the school program.

Branch will also provide each vocational rehabilitation professional
id clerical staff member with essential office equipment only in the
ent such equipment cannot conveniently be provided by the area or
chool.

ll charges in connection with long-distance telephone calls authorized
he vocational rehabilitation counselor to carry out his functions
ll be paid by the vocational rehabilitation agency (when WATS line
ilities are not locally available).

habilitation Services — Within the limits of current funding, all
ervices covered by the STATE PLAN FOR THE ADMINISTRATION OF VOCATIONAL
HABILITATION IN IOWA will be made available to eligible handicapped
ents through individual plans developed by the vocational rehabilita-
tion counselor in cooperation with appropriate school and other
sources. Such services, which may need to precede or be provided simultaneously with (or subsequent to) regular educational and vocational training, will vary according to individual circumstances but might include: (a) medical, psychiatric and other diagnostic studies; (b) treatment to reduce or limit the handicapping condition; (c) artificial appliances, wheelchairs, glasses and other special aids to facilitate training or employment; (d) maintenance (board, room, etc.), transportation, supplies, and equipment while undergoing training and placement; (e) on-the-job training costs; (f) appropriate cooperative placement guidance and job placement assistance; and (g) appropriate post-employment services.

SIBILITIES OF THE SCHOOL:
Office Space — In order to facilitate close coordination of counseling, planning, and student service activities, the educational facility will provide, whenever possible, the vocational rehabilitation staff with adequate interviewing and office quarters equipped with a telephone.

Education and Related Services — Students who become applicants or enrollees of the Rehabilitation Education and Services Branch will continue to be eligible for all other evaluation, training, or ancillary services provided by the school for which they might otherwise be eligible.

Examinations and Reports — It is expected that the school will secure and share all audiological, visual, social work, academic, psychological,.other examinations which are necessary in order to develop suitable Individual Educational Programs (IEP), or Individual Written Rehabilitation Programs (IWRP).

Use Finding — In the interest of providing occupationally-related services needed by its students, the school, in coordination with RESB staff, will assume responsibility for screening and identifying potential clients for referral to RESB. They will also help interpret the purposes of RESB to students, parents, faculty, and administrators.

FOR THE SCHOOL SYSTEM:

[Signatures and dates]

FOR THE IOWA STATE DEPARTMENT OF PUBLIC INSTRUCTION:

[Signature and date]
SERVICE AGREEMENT

between

CENTRAL IOWA REGIONAL ASSOCIATION OF LOCAL GOVERNMENTS as Prime Sponsor

and

Des Moines Area Community College as Service Provider

November 1, 1979

Date
An agreement is made and entered into by and between the Central Iowa Association of Local Governments, hereinafter called the "Prime Sponsor" Moines Area Community College, hereinafter called the "Subcontractor(s)."

ITNESSETH THAT:

HEREAS, the Prime Sponsor deems it advisable to engage the services of Moines Area Community College in connection with the provision of Class-size Training under the Comprehensive Employment and Training Act Amendment of 1978, for a selected area comprising the counties of Boone, Dallas, Jasper, Marion, Polk, Story and Warren; and

HEREAS, this Agreement is a subordinate agreement under the Prime Sponsor de Class-size Training as specified in the FY80 CIRALG Comprehensive Employment Plan and in coordination with the Adult Services Contractors; and

HEREAS, the subcontractor(s) understands and is qualified to provide and to provide special services to individuals that need Class-size Training going parties have entered into this agreement.

NOW THEREFORE

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

GENERAL CONTRACT PROVISIONS:

1.0 - General Compliance with CETA Act

That the subcontractor(s) will abide by all applicable terms and conditions and required by any such contract or grant between the Prime Sponsor and Department of Labor, and further will abide by all subsequent revisions of it which are required and agreed upon by the parties.

This agreement in no way affects the subcontractor(s) obligation to comply with applicable laws, ordinaces, and codes of the Federal, State and local governments. Staff funded by this agreement shall be governed by the rules and regulations of the subcontractor(s) under CETA rules and regulations (1978 as ).
Section 1.1 - Cost Limitations

The subcontractor will abide by the total costs as outlined in the agreed budget, but in no event shall the amount of this agreement be increased except with the prior approval of the Prime Sponsor.

Budget modifications may occur upon written request by Prime Sponsor or subcontractor and shall be made upon mutual agreement by both parties. Changes required by the Department of Labor may result in a unilateral modification of budget.

The subcontractor(s) shall record all costs incurred in the discharge of services agreed to by the parties and in conformance with applicable CETA amendments.

Section 1.2 - Accessibility of Program Records and Reports

The subcontractor(s) shall provide the Prime Sponsor or its authorized representatives access to all CETA program records upon receipt of reasonable notice for the purpose of program review, monitoring and evaluation.

The subcontractor(s) shall complete and submit enrollee records and shall make these records open to inspection by the Prime Sponsor. (See Section 2.0)

Section 1.3 - Reporting Requirements

The subcontractor(s) shall prepare and submit such monthly service reports as required by the Prime Sponsor in compliance with the CETA Act.

The subcontractor(s) shall submit, on request from the Prime Sponsor, a written analysis of administrative and operational difficulties encountered in performance of this agreement, and will include in this written report the means of improvements.

Section 1.4 - Final Report Closeout

The subcontractor(s), within 45 days of the termination of this agreement, shall prepare a written analysis of the program and submit said report to the Prime Sponsor.
and any cost reimbursements due under this agreement.

**Article 1.5 - Audits**

The subcontractor(s) shall be responsible for assuring that all funds and all program activities included in this agreement are performed and in complete conformance with Department of Labor guidelines and regulations by the Prime Sponsor. The subcontractor(s) shall accept responsibility for all exceptions noted in subsequent audits resulting from the subcontractor's lack there of.

**Article 1.6 - Program Design**

The subcontractor(s) shall cooperate fully and promptly with the Prime Sponsor in program design, replanning and direction, which is necessary to guarantee the final success of the project.

**Article 2.0 - Authorized Expenditures (Reimbursement Method)**

That for the performance of functions or services under this agreement, the contractor(s) will be reimbursed by the Prime Sponsor for all allowable amounts not exceeding the "Total Cost" amount column in the line item set forth in the budget attached to this agreement and incorporated herein by reference. (See 4.0 - Term of Agreement) and (See Attachment B-1)

**Article 2.1 - Method of Payment**

By the 20th of each month following the first month of operations, the contractor(s) will prepare and submit to the Prime Sponsor a Request for Reimbursement (see Attachment B-1). The Monthly Financial Report claim will detail costs incurred the preceding month and the cumulative total for the contract period. The sponsor will subsequently reimburse the subcontractor for authorized costs within a reasonable time period after submission of cost reimbursements.

**Article 2.2 - Travel**

The subcontractor(s) shall notify the Prime Sponsor in advance of any outside the eight county area.
2.3 - Advancement of Funds

Funds will initially be advanced thirty (30) days and thereafter shall be released from the Prime Sponsor to the Subcontractor subject to accounting of disbursements for each month.

Article 3.0 - Performance Standards

Performance as set forth in this agreement is essential to the success of the program. Performance by the subcontractor(s) shall be reviewed monthly against the performance standards as incorporated in this agreement. Therefore, any variance between planned and actual level of service may result in the modification of the planned performance for the remaining period of this agreement in accordance with Article 1.6 - Design.

Article 4.0 - Term of Agreement

The subcontractor(s), commencing on the effective date of this agreement, shall comply with the functions, duties and responsibilities as incorporated into the agreement and subsequent revisions and modifications as negotiated with the Prime Sponsor. The responsibilities of the subcontractor(s), as outlined, shall be completed by not later than the end of this agreement, which is by September 30, 1980, otherwise agreed upon by the parties.

Article 4.1 - Effective Dates

This agreement shall remain in full force and effect from October 1, 1979, and continue in effect through September 30, 1980.
NOW THEREFORE, in consideration of the premises and of their mutual and
ent agreement, the parties hereto agree to the terms, conditions and the
nces and Certifications as contained within this agreement.

Contractor Approval:

Prime Sponsor Approval:

Central Iowa Regional Association
of Local Governments

By Gary R. Evans

Executive Director

Superintendent's file for additional information.
DES MOINES AREA COMMUNITY COLLEGE
Board of Directors
Resolution

WHEREAS the Board of Directors of Des Moines Area Community College desires to participate in the scheduled annual meetings of the Iowa Council of Area School Boards and the Iowa Association of School Boards, and

WHEREAS the meeting of the two Board organizations are frequently scheduled so that one must attend the meetings either of one or the other, then

THEREFORE, the Board of Directors of Des Moines Area Community College encourage the Iowa Association of School Boards and the Iowa Council of Area School Boards to plan joint meetings so that speakers and exhibits can be shared by members of both organizations.

Unanimously passed 12 November 1979.

Charles Wright, Board Secretary

Eldon Leonard, Board President
Memo #12 is on file in the office of Assistant to the President.