REGULAR MEETING

FEBRUARY 14, 1977 The regular monthly meeting of the Des Moines Area Community College Board of Directors was held on February 14, 1977 in Building 31, Room 3115, Ankeny Campus, Ankeny, Iowa. The meeting, which was preceded by a joint meeting with the Board of Directors of Heartland Area Education Agency, and a dinner break, was called to order by Board President Walter Hetzel at 7:30 p.m.

ROLL CALL

Members present: Harry Bloomquist
Maurice Campbell
Walter Hetzel
Eldon Leonard
Don Rowen
Walter Stover
Harold Welin
Max Kreager

Members absent: Murray Goodman

Others present: Paul Lowery, Superintendent
Irv Steinberg, Board Secretary/Controller
Various other DMACC staff and students and interested community residents and news media staff

PUBLIC COMMENTS

The Board recognized Richard Chapman, Instruction, Ankeny Campus, who commented concerning a letter he had earlier distributed to Board members concerning the board policy on the use of alcohol on campus.

APPROVAL OF MINUTES

It was moved by M. Campbell, seconded by H. Welin, that the minutes of the regular Board Meeting on January 10, 1977, and the Special Board Meeting of January 24, 1977 be approved as presented. Motion passed.

SIGNAGE CONTRACT HELD VALID

Board President Walter Hetzel acknowledged receipt of a letter from the College's attorney, Robert Helmick, in which it was noted that the contract entered into by the college with Doors, Inc. for signage was done legally and the college was obligated to abide by this contract in accordance with its terms and conditions.

APPROVAL OF NEW PERSONNEL

It was moved by D. Rowen, seconded by W. Stover, that employment be offered to the following personnel as indicated:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>ANNUAL SALARY</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathleen Leonard</td>
<td>Mental Health Nurse, (A.)</td>
<td>$9,925</td>
<td>Feb. 22, 1977</td>
</tr>
<tr>
<td>Anita Stineman</td>
<td>1st Yr. Nursing, Ankeny</td>
<td>13,000</td>
<td>Mar. 1, 1977</td>
</tr>
<tr>
<td>Barbara Waldron</td>
<td>Nursing, Ankeny</td>
<td>11,826</td>
<td>Jan. 28, 1977</td>
</tr>
<tr>
<td>Jean M. Nelson</td>
<td>Duplicating Rm. Supervisor</td>
<td>8,051</td>
<td>Jan. 17, 1977</td>
</tr>
<tr>
<td>Michael Guisinger</td>
<td>Coord. of Devel. Services</td>
<td>15,000</td>
<td>Jan. 6, 1977</td>
</tr>
<tr>
<td>Christine Dencklau</td>
<td>Assoc. Degree Nursing</td>
<td>11,826</td>
<td>Jan. 3, 1977</td>
</tr>
<tr>
<td>Linda Applegate</td>
<td>Personal Services Instr.</td>
<td>13,000</td>
<td>Feb. 7, 1977</td>
</tr>
</tbody>
</table>

Motion passed.
RESIGNATIONS

It was moved by M. Kreager, seconded by D. Rowen, that the resignations of the following personnel be accepted:

Patricia Buysman, Food Service Instructor, effective March 2, 1977
Daniel R. VanderVoort, Auto Parts Instructor, effective March 3, 1977

Motion passed.

APPROVAL OF LEAVES OF ABSENCE WITHOUT PAY

It was moved by E. Leonard, seconded by M. Campbell, that the following leaves of absences without pay be approved:

Lois Lehmkuhl, Nursing, 12 days, November 11-30, 1976
True Sherman, Secretarial, 5 days, January 31-February 4, 1977
Catherine Travis, AD Nursing, 56½ days, Dec. 9, 1976 - Feb. 25, 1977
Rosemary Hedlund, Food Services, 1 day, January 25, 1977

Motion passed.

NEW PROGRAM APPROVAL

It was moved by M. Kreager, seconded by D. Rowen, that approval be given to additions to the Extended Day Career Education Program of a 36 week course in Airbrush Art and a 48 week course in Production Artist, and that further approval to operate these courses be requested from the State Department of Public Instruction. Motion passed.

RE-OFFER TO STUDENT BUILT HOUSE FOR SALE

It was moved by D. Rowen, seconded by E. Leonard, that the student constructed house, located at 906 SE Wanda Drive, Ankeny, heretofore authorized by resolution during the regular board meeting on September 13, 1976 to be sold to the highest bidder, and again restated to be so offered by motion at the December 13, 1976 and January 10, 1977 board meetings, be again offered for sale on the same basis, with sealed bids to be received on March 14, 1977, no later than 2:00 p.m., at which time they will be opened publicly and read aloud in the office of Lundstrom Realty, located at 104 E. First Street, Ankeny, Iowa. The Secretary of the Board of Directors is further directed to give notice of said bid letting as required by law. Motion passed.

PENSION PLAN FOR ICASB

It was moved by D. Rowen, seconded by E. Leonard, that the Des Moines Area Community College Board of Directors support the ICASB proposed plan for establishing a retirement pension for employees of the ICASB. Motion passed.

APPROVAL OF DUES FOR CNCCJC AND AACJC

It was moved by M. Campbell, seconded by M. Kreager, that approval be given to the payment of institutional membership dues to the Council of North Central Community Junior College in the amount of $25.00 and to the American Association of Community Junior Colleges in the amount of $910.00, for the calendar year 1977. Motion passed.

REVISION OF BOARD POLICIES ON STUDENT RESIDENCY AND CONTINUING CONTRACTS

It was moved by M. Kreager, seconded by M. Campbell, that the proposed amendment to Board Policy No. 406, Continuing Contracts, be approved with corrections, as noted. A copy of said corrected policy is attached hereto and made a part of these minutes. Motion passed.
It was moved by M. Kreager, seconded by D. Rowen, that the college accept the recommendation of the school's umbrella liability insurance agent to continue with a limited blanket liability insurance, as pertains to medical malpractise, of a million dollars, the maximum allowed by our basic blanket coverage, until such a time as an insurance carrier can be located to cover this area of concern back to the umbrella limit previously allowed of $5 million. Motion passed.

It was moved by H. Bloomquist, seconded by M. Campbell, that the claims and accounts be approved as presented. Motion passed.

Copies of a detailed proposed budget for FY 78 were presented to the Board with a brief explanation as to the contents of the budget given by Eugene Snyders, Vice President, Business Management, with more detailed comments reserved for the special board meeting set for February 28, 1977.

It was moved by W. Stover, seconded by E. Leonard, that the meeting adjourn. Motion passed and the meeting adjourned at 9:45 p.m.
TITLE: Student Attendance

Student Residency

Section 1.

General. A person who has been admitted to an Iowa Area School shall be classified as a resident or as a non-resident for admission, tuition, and fee purposes. A person classified as a resident shall pay resident tuition costs. A person classified as a non-resident shall pay non-resident tuition costs.

Section 2.

Determination of Residency Status. The residency status of a student shall be determined on the basis of his domicile. The word "domicile" shall denote a person's true and fixed home and place of habitation. It is the place where a person intends to remain, and to which the person expects to return when the person leaves without intending to establish a new domicile elsewhere. The burden of proof of domicile shall be upon the student. Some of the various types of evidence that may serve as proof of a student's domicile in Iowa are: year-round residence, ownership of property, registration for and voting in state general elections, filing a resident Iowa income tax return for the most recent calendar year, automobile registration, and rent receipts.

Section 3.

Residency of Minor Students. The domicile of a minor shall follow that of the parent with whom the minor resides except where emancipation of said minor can be proven. An unemancipated minor shall be classified as a resident if the parent or legal guardian has established a domicile within the State of Iowa. The word "parent" herein used shall include legal guardian or others in cases where the lawful custody of a minor has been awarded to persons other than actual parents.
A minor living with, being supported, and claimed as a dependent for tax purposes by a relative or a friend who is a resident of Iowa shall be granted resident status if the minor has lived with the relative or friend during the three years prior to high school graduation and has graduated from an Iowa high school.

The residency status of an emancipated minor shall be based upon the same qualifications established for a person having attained majority with the exception that age alone shall not prohibit the emancipated minor from meeting such qualification. The term "emancipated minor" shall mean a person who has not attained the age of eighteen years, and whose parents have entirely surrendered the right to the care, custody, and earnings of such person and who no longer are under any obligation to support or maintain such person.

Section 4.
Residency of Adult Students. A person who reaches the age of majority while his parents were residents of the state shall be classified as a resident. A person who is married under the age of eighteen shall be classified as a resident if the person's parents were residents of the state at the time such person was married and the person is not domiciled in another state. A person who has reached the age of majority shall be classified as a resident if the person has established a domicile within the State of Iowa at least ninety days prior to the opening day of the academic term for which the person enrolls.

Section 5.
Residency of Students Who Are Not Citizens of the United States. A person who is not a citizen of the United States may become eligible for classification as an Iowa resident for purposes of attendance at an area school provided that the person holds "permanent resident status" as classified by the Immigration and Naturalization Service, and the person can meet the criteria required to be classified as an Iowa resident in Section 2.
Section 6.

Residency of Federal Personnel and Dependents. A person who has moved into the State of Iowa as the result of military or civil orders from the federal government and the minor children of such a person are entitled to Iowa residency status.

Section 7.

Veterans Exemption. A military service veteran who was a resident of the State of Iowa prior to entering the service shall be classified as a resident if the veteran returns to Iowa upon separation from service and the separation papers are filed with the county recorder.

Section 8.

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Section 9.

Appeal. The decision on the residency status of a student for admission, tuition, and fee purposes may be appealed to a review committee established by the area school. The finding of the review committee may be appealed to the area school's board of directors for a final decision.
Contracts are issued for a fiscal year (July 1 - June 30), or for a specific time period during the fiscal year. Under Iowa law, contracts for returning faculty may not be issued prior to March 15. The faculty member must then be given 21 days in which to return the contract.

Tenure does not exist in Iowa Community Colleges; instead the faculty comes under the provisions of the Iowa Continuing Contract law, Chapter 279, Section 13. Code of Iowa. A new contract will be offered to each faculty member unless she/he is notified by March 15 that the Superintendent will recommend non-renewal to the college Board. The faculty member who is being considered for termination has a right to request a hearing before the Board, and is entitled to legal counsel present at the hearing. Such request must be made within 5 days after notice of intent to terminate is received.

New instructors will automatically be placed on probationary status for two academic years. After this period, the instructor will be awarded full faculty status or terminated. Instructors who are not making satisfactory progress are counseled individually by their supervisor. If they are unable to make a satisfactory adjustment, they are encouraged to seek another position.

BOARD ADOPTION: May 14, 1976
(Rev) November 8, 1976
(Rev) February 14, 1977

LEGAL REFERENCE: 279.13
279.24
TITLE: Professional Personnel (Faculty and Staff)

Continuing Contracts

Among the reasons that a new contract might not be offered are the following:

1. Staff reduction;
2. Change in nature of work for which originally employed;
3. Discontinuation of program for which originally employed;
4. Insufficiency of performance;
5. Incompetency;
6. Insubordination;
7. Other good cause.

In addition to termination, the law under 279.24 provides that a faculty member may be discharged at any time during the year for just cause. The procedure followed shall be that outlined in Chapter 279, Section 13 subsection 5 through 9.
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2. Change in nature of work for which originally employed;
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DES MOINES AREA COMMUNITY COLLEGE
Regular Board Meeting
Monday, February 14, 1977 - 7:30 P.M.
Ankeny Campus - Room 3115

7:30 P.M. CALL TO ORDER

7:30 - 8:30 P.M. PUBLIC COMMENTS

1. APPROVAL OF MINUTES - January 10 regular meeting and January 24 special meeting

2. REPORTS
   a. CASB - Kreager and Hetzel
   b. Mid-Iowa Computer Center - Hetzel
   c. Area Superintendents - Lowery
   d. Legislation
   e. Monthly Financial

3. COMMUNICATIONS
   a. Letter from Sister Tommey concerning the proposal of Dowling as Urban Center site.

4. UNFINISHED BUSINESS
   a. Consideration of the revision of the board policy concerning the use of alcohol on campus was deferred at the January 10th meeting.
   b. Recommendations of legal counsel concerning signage system.

5. NEW BUSINESS
   a. New Personnel
      (1) Kathleen Leonard, Mental Health Nursing, Ankeny
      (2) Anita Stineman, First Year Nursing, Ankeny
      (3) Barbara Waldron, Nursing, Ankeny
      (4) Jean Nelson, Duplicating Room Supervisor, Ankeny
      (5) Mike Guisinger, Coordinator of Development Services, Ankeny
      (6) Christine Dencklau, Nursing, Ankeny
      (7) Linda Applegate, Personal Services, CEC, Urban Center
   b. Resignations
      (1) Patricia Buysman, Food Service, March 2, 1977
      (2) see supply.
5. NEW BUSINESS (continued)
   c. Leave of Absence Without Pay
      (1) Lois Lehmkuhl, Nursing, 12 days, November 11-30, 1976
      (2) True Sherman, Secretarial, 5 days, Jan. 31-Feb. 4, 1977
      (3) Catherine Travis, AD Nursing, 56½ days, December 9, 1976 -
          February 25, 1977
   d. Approval of following new programs:
      (1) Airbrush Art - 36 weeks
      (2) Production Artiste - 48 weeks.
   e. Consideration of bids for sale of student built house located
      at 906 SE Wanda Drive, Ankeny. D. Rowen, 2d E. Leonard
   f. Consideration of benefit pension plan proposed for ICASB
      for Director ICASB. D. Rowen, 2d E. Leonard for approval.
   g. Consideration of institutional membership dues in Council of
      North Central Community-Junior College for 1977 in the amount
      of $25.
   h. Consideration of institutional membership dues in AACJC for
      period of January 1-December 31, 1977 in the amount of $910.
   i. Consideration of revision of the following policies:
      (1) Student Residency - $509 M. Campbell, 2d D. Rowen
      (2) Continuing Contracts - $406 M. Krogue, 2d M. Campbell
   j. ACCT spring seminar - May 5-7, Rosemont, Illinois.
   b. Expressions from Administrative Welfare Committee.

7. PRESENTATION OF CLAIMS AND ACCOUNTS
   C. Bloomquist, 2d M. Campbell.

8. ADJOURNMENT
   9:45 PM
   W. Stover, 2d E. Leonard
5. NEW BUSINESS
   b. Resignations
      (2) Daniel R. VanderVoort, Auto Parts, March 3, 1977

   Question whether or not to continue under present liability policy
   which provides for coverage at the $1 million level, or secure
   insurance at the $5 million level between now and July 1, 1977.
   It is understood that Marsh & McLennan, carriers of our umbrella
   policy, will secure insurance at the $5 million level by July 1.

   Continue to continue with Marsh McLennan,
   until otherwise,

   M. Knack, 2d D. Rower.
Joint Meeting of Board of Directors
Of
Heartland Area Education Agency
And
Des Moines Area Community College

Monday, February 14, 1977
5:30 P.M. - Room 2503A - Building 25

AGENDA

5:30 P.M. Call To Order

1. Approval of Minutes - December 13, 1976

2. Items for Discussion:
   a. Legislative Proposals of the AEA
   b. Legislative Proposals of the Area Schools

3. Other

4. Adjournment

6:30 P.M. Dinner - Room 2503A
Name: Kathleen Leonard
Age: 29
Position: Mental Health Nursing Instructor
Division: Career Education - Ankeny
Recommended salary: $9,925 annual
Most recent salary: $5.34/hour
Salary in relation to staff w/similar qualifications: Comparable
Education: B.S.N.
Experience: 5 yrs, 7 months - P.T.
1 yr, 2 months - F.T.
Reason for recommending this person: Personable and knowledgeable
Beginning date of employment: February 22, 1977
Length of contract: 9 months
Reason for employment: New position created by second section - Associate Degree Nursing Program

Name: Anita Stineman
Age: 24
Position: Nursing instructor
Division: Career Education - Boone
Recommended salary: $13,000 annual
Most recent salary: $10,296
Salary in relation to staff w/similar qualifications: Comparable
Education: B.S.N.
Experience: 1 year teaching; 1 year, 7 months work
Reason for recommending this person: Knowledgeable, personable, qualified
Beginning date of employment: March 1, 1977
Length of contract: 12 months
Reason for employment: Replacement of two part-time instructors
Barbara Waldron
34
Nursing Instructor
Career Education - Ankeny
$11,826 annual
$5.56/hour
Comparable
B.S.N.
4 years teaching, 6 years work
Meets qualifications of position
January 28, 1977
9 months
New position created by additional section

Jean M. Nelson
Not available
Duplicating Room Supervisor
Administration
$8,051 annual
$3.50/hour
Comparable
High School Graduate
4 years work
Most qualified of applicants
January 17, 1977
12 months
Replacement for Raetta Kopaska who resigned for family reasons.

Michael Guisinger
28
Co-ordinator of Development Services
Research and Development
$15,000 annual
$4.25/hour
Comparable
B.S. and 15 semester hours
5 1/2 years work plus 4 years military experience
Qualifications
January 6, 1977
12 months
New position
Name: Christine Dencklau
Age: 28
Position: Associate Degree Nursing Instructor
Division: Career Education - Ankeny
Recommended salary: $11,826 annual
Most recent salary: $12,000
Salary in relation to staff w/similar qualifications: Comparable
Education: Associate Degree in Nursing and B.S.N.
Experience: 5 years and 8 months work
Reason for recommending this person: Excellent clinical experience and B.S.N.
Beginning date of employment: January 3, 1977
Length of contract: 9 months
Reason for employment: Position created by addition of new section of Associate Degree Nursing Students

Name: Linda Applegate
Age: 28
Position: Personal Services Instructor
Division: Student Life - Urban Campus
Recommended salary: $13,000 annual
Most recent salary: Graduate student
Salary in relation to staff w/similar qualifications: Comparable
Education: M. of Ed. in Health Education
Experience: 1 year work
Reason for recommending this person: Training and background
Beginning date of employment: February 7, 1977
Length of contract: 12 months
Reason for employment: Replacement for Carol Thompson who transferred to the Ankeny campus
Memorandum

DATE       February 4, 1977
TO         Mr. Lowery
FROM       Don Zuck
RE:         Urban Campus Building Possibilities

Per your request I am listing the buildings that we have considered as possible Urban Centers.

Buildings inspected on site:
Old Dowling Campus @ 1000 College
Parking Ramp @ 4th & Locust
Old Banker's Trust Building @ 6th & Locust
Old Iowa Des Moines National Bank Bldg. @ 6th & Walnut
AIB Building @ 10th & Grand
Federal Home Loan Bank Building @ 714 2nd Ave.
Ruan Office Building @ 3rd & Keo
Farm Bureau Building @ 10th & Grand
Look Building @ 10th & Cherry
Kurtz Hardware @ 1st & Court
Kirkwood Hotel @ 4th & Walnut
Valley Bank Building @ 4th & Walnut
Polk County Building @ 114 11th Street
Standard Glass & Paint @ 10th & Mulberry
Bishop Drumm Home @ 1409 Clark (Drove around the campus only, did not go into any of the buildings)

Talked with Realtor and Architect concerning these buildings but did not inspect them on site.

Montgomery Ward's Building @ 5th & Locust
Penney's and Greene's Building @ 5th & Walnut
KRNT Theatre @ 10th & Pleasant
YWCA @ 9th & High
Wallace's Homestead Building @ 1912 Grand
Merchant's Building @ No. 2 9th Street
Meredith's Publishing @ 17th & Locust
Liberty Building @ 6th & Grand
Franklin Hotel, @ 5th & Locust
Des Moines Club @ 8th & Locust
Dial Building @ 9th & Mulberry
Hubbell Building @ 9th & Walnut
Kressege's Building @ 7th & Walnut
New Milner Hotel @ 6th & Cherry
Younker's Warehouse @ 9th & Mulberry
Floete Building @ 13th & Cherry
Old Look Building @ 112 Tenth
Teachout Building @ 500 E. Locust
Brown Garage @ 4th & Grand

Give me a call if there is additional information you need concerning this situation.

DZ: May
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Tenure does not exist in Iowa Community Colleges; instead the faculty comes under the provisions of the Iowa Continuing Contract law, Chapter 297, Section 13, Code of Iowa. A new contract will be offered to each faculty member unless she/he is notified by March 15 that the Superintendent will recommend non-renewal to the college Board. The faculty member who is being considered for termination has a right to request a hearing before the Board, and is entitled to legal counsel present at the hearing. Such request must be made within 5 days after notice of intent to terminate is received.

New instructors will automatically be placed on probationary status for two academic years. After this period, the instructor will be awarded full faculty status or terminated. Instructors who are not making satisfactory progress are counseled individually by their supervisor. If they are unable to make a satisfactory adjustment, they are encouraged to seek another position.
Among the reasons that a new contract might not be offered are the following:

1. Staff reduction;
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Section 9.
Appeal. The decision on the residency status of a student for admission, tuition, and fee purposes may be appealed to a review committee established by the area school. The finding of the review committee may be appealed to the area school's board of directors for a final decision.

BOARD ADOPTION: August, 1975
LEGAL REFERENCE: 280A.18,23 (3)
Rev. May 14, 1976
## DES MOINES ENROLLMENT SUMMARY REPORT

### HEADCOUNT ENROLLMENT REPORT

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<thead>
<tr>
<th>Fall, 1976</th>
<th>Total 1975-76</th>
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<tr>
<td><strong>URBAN CENTER, 5th &amp; College</strong></td>
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<tr>
<td>Adult Education</td>
<td>1,318</td>
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<tr>
<td>Arts &amp; Sciences</td>
<td>796</td>
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<tr>
<td>Career Education</td>
<td>295</td>
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<tr>
<td>Career Exploration Center</td>
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<tr>
<td><strong>TOTAL, URBAN CENTER</strong></td>
<td><strong>2,978</strong></td>
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<tr>
<td><strong>EAST SIDE BRANCH LEARNING CENTER</strong></td>
<td><strong>630</strong></td>
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<tr>
<td><strong>OSTEOPATHIC COLLEGE CENTER</strong></td>
<td><strong>92</strong></td>
</tr>
<tr>
<td><strong>WHITTIER &amp; SATELLITE CENTERS</strong></td>
<td><strong>1,456</strong></td>
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<tr>
<td><strong>SUPPLEMENTAL COURSES, elsewhere in D.M.</strong></td>
<td><strong>1,162</strong></td>
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<td><strong>TOTAL HEADCOUNT ENROLLMENT IN DES MOINES</strong></td>
<td><strong>6,318</strong></td>
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### FTEE ENROLLMENT REPORT

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<th>Fall, 1976</th>
<th>Total 1975-76</th>
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<tbody>
<tr>
<td><strong>URBAN CENTER, 5th &amp; College</strong></td>
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<tr>
<td>Arts &amp; Sciences</td>
<td>257.24</td>
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<tr>
<td>Career Education</td>
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<td>Career Exploration Center</td>
<td>31.61</td>
</tr>
<tr>
<td><strong>TOTAL, URBAN CENTER</strong></td>
<td><strong>480.12</strong></td>
</tr>
<tr>
<td><strong>EAST SIDE BRANCH LEARNING CENTER</strong></td>
<td><strong>72.61</strong></td>
</tr>
<tr>
<td><strong>OSTEOPATHIC COLLEGE CENTER</strong></td>
<td><strong>16.41</strong></td>
</tr>
<tr>
<td><strong>WHITTIER &amp; SATELLITE CENTERS</strong></td>
<td><strong>178.41</strong></td>
</tr>
<tr>
<td><strong>SUPPLEMENTAL COURSES, elsewhere in D.M.</strong></td>
<td><strong>21.52</strong></td>
</tr>
<tr>
<td><strong>TOTAL FTEE SERVED IN DES MOINES</strong></td>
<td><strong>769.07</strong></td>
</tr>
</tbody>
</table>

**Note:** Due to dual enrollments of individuals and other interrelationships between centers, arts & sciences figures should be considered as "best estimate." Margin of error in these areas should be no more than plus or minus 5%.
The Des Moines Area Community College is greatly disturbed by the continuing inequitable distribution of the limited funds that are available from state aid. Also the lack of funding to support any new growth is unfair to a district that is still growing and contains 20% of the states population.

Area school funding can be defended as cost accountable only when funding is related to reimbursable FTEE. Guaranteed minimums and flat percentage increases across the board without regard to enrollment cannot be justified.

The present fail safe plan is inequitable in that each year the Des Moines Area Community College serves a substantial percentage of reimbursable FTEE while receiving a smaller percentage of available state aid. For example, during 1975-76, we served 15.74% of the total reimbursable FTEE for the fifteen area schools. However, during 1976-77 we will receive only 14.50% of the available dollars for state aid. That amounts to a penalty of 1.24% or $471,085. Under the present distribution plan if the relative proportion of students served remains the same during 1976-77, the Des Moines Area Community College will receive only 14.90% of available funds while it serves 15.74% of total FTEE. That amounts to a loss of $344,000 of a proportional share. In an era of ever increasing demands upon the Des Moines Area Community College budget, we can no longer remain silent while hundreds of thousands of dollars, rightfully our fair share, are diverted to other institutions already receiving an equitable share of funds. The loss of such monies over the past ten years would indicate this institution has been denied millions of dollars which would have gone to educate the people of this district under an equitable distribution plan.

"An Equal Opportunity Employer"
We have carried an inequitable financial burden year after year under the fail safe approach. Dollars lost mount steadily as budget demands increase.

How can one justify schools receiving hundreds of thousands of dollars more than their proportional share at the expense of others? A case in point is Area VI which serves 5.60% of the reimbursable FTEE across the state but will receive 6.34% of total aid or $281,132 more than it's proportional share. In 1977-78, Area VI will receive 6.15% of state aid or $225,000 more than its proportionate share. The following schools are to receive aid in advance of their proportional share: Area I, $73,800; Area III, $98,400; Area IV, $12,300; Area V, $61,500; Area VII, $258,300; Area XII, $69,700; Area XIII, $287,000; Area XV, $176,300.

I appeal to you to end the inequities created by the fail safe approach and institute a funding plan based upon students served. I also encourage you to give serious consideration to a funding plan to be derived through a formula, perhaps legislatively enacted, which pays on the basis of the average costs per full-time equivalent student in the various cost centers times the number of students in those cost centers, minus other revenues such as tuition and property levy funds. When dollars are in short supply, it becomes even more imperative that a distribution system which is fair and equitable be instituted.

We are in complete agreement with you that a uniform tuition should be established in each area school.

We realize that had the DPI request been fully funded, the Des Moines Area Community College would have received 15.09% of state aid as compared to the 14.90% in the Governors request. This certainly would have helped but still does not approach the 15.74% the college should be allocated based on student enrollment.
<table>
<thead>
<tr>
<th>FTEE Eligible For State Gen'l Aid</th>
<th>% of St. Total</th>
<th>% of Gen'l &amp; Voc. Aid</th>
<th>DPI Request</th>
<th>% of Gen'l &amp; Voc. Aid</th>
<th>DPI Request</th>
<th>% of Gen'l &amp; Voc. Aid</th>
<th>Above or Below 1976-77 $</th>
<th>Above or Below 1976-77 $</th>
</tr>
</thead>
<tbody>
<tr>
<td>I 1,929.07</td>
<td>4.89</td>
<td>$1,976,607</td>
<td>5.20</td>
<td>$2,198,055</td>
<td>4.83</td>
<td>$2,076,213</td>
<td>5.07</td>
<td>$117,771</td>
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<tr>
<td>II 2,669.90</td>
<td>6.77</td>
<td>$2,336,227</td>
<td>6.15</td>
<td>$2,733,985</td>
<td>6.12</td>
<td>$2,468,935</td>
<td>6.02</td>
<td>(235,542)</td>
</tr>
<tr>
<td>III 2,120.59</td>
<td>5.38</td>
<td>$2,194,918</td>
<td>5.78</td>
<td>$2,516,045</td>
<td>5.53</td>
<td>$2,302,649</td>
<td>5.62</td>
<td>151,962</td>
</tr>
<tr>
<td>IV 1,001.39</td>
<td>2.54</td>
<td>992,077</td>
<td>2.61</td>
<td>1,192,869</td>
<td>2.62</td>
<td>1,053,165</td>
<td>2.57</td>
<td>26,593</td>
</tr>
<tr>
<td>V 2,803.58</td>
<td>7.11</td>
<td>$2,833,922</td>
<td>7.48</td>
<td>$3,140,871</td>
<td>6.90</td>
<td>$2,975,338</td>
<td>7.26</td>
<td>140,565</td>
</tr>
<tr>
<td>VI 2,210.39</td>
<td>5.60</td>
<td>$2,407,612</td>
<td>6.34</td>
<td>$2,682,564</td>
<td>5.89</td>
<td>$2,523,167</td>
<td>6.15</td>
<td>281,131</td>
</tr>
<tr>
<td>VII 2,848.45</td>
<td>7.22</td>
<td>$2,933,350</td>
<td>7.72</td>
<td>$3,788,988</td>
<td>8.33</td>
<td>$3,218,025</td>
<td>7.85</td>
<td>189,953</td>
</tr>
<tr>
<td>IX 2,024.44</td>
<td>8.17</td>
<td>$2,628,383</td>
<td>6.92</td>
<td>$3,549,786</td>
<td>7.80</td>
<td>$3,159,214</td>
<td>7.71</td>
<td>(474,883)</td>
</tr>
<tr>
<td>X 5,013.44</td>
<td>12.71</td>
<td>$4,674,063</td>
<td>12.30</td>
<td>$5,617,174</td>
<td>12.34</td>
<td>$4,999,198</td>
<td>12.05</td>
<td>(155,761)</td>
</tr>
<tr>
<td>XI 6,207.55</td>
<td>15.74</td>
<td>5,507,221</td>
<td>14.50</td>
<td>6,867,287</td>
<td>15.09</td>
<td>6,110,575</td>
<td>14.90</td>
<td>(471,685)</td>
</tr>
<tr>
<td>XII 1,997.16</td>
<td>5.06</td>
<td>$2,043,711</td>
<td>5.38</td>
<td>$2,294,875</td>
<td>5.04</td>
<td>$2,145,724</td>
<td>5.23</td>
<td>121,570</td>
</tr>
<tr>
<td>XIII 2,473.49</td>
<td>6.27</td>
<td>$2,609,647</td>
<td>6.87</td>
<td>$3,196,630</td>
<td>7.02</td>
<td>$2,858,512</td>
<td>6.97</td>
<td>227,944</td>
</tr>
<tr>
<td>XIV 1,014.89</td>
<td>2.57</td>
<td>862,338</td>
<td>2.27</td>
<td>1,104,407</td>
<td>2.43</td>
<td>983,912</td>
<td>2.40</td>
<td>(113,972)</td>
</tr>
<tr>
<td>XV 2,059.15</td>
<td>5.22</td>
<td>$2,201,126</td>
<td>5.81</td>
<td>$2,486,975</td>
<td>5.46</td>
<td>$2,318,167</td>
<td>5.65</td>
<td>224,145</td>
</tr>
<tr>
<td>XVI 1,870.61</td>
<td>4.74</td>
<td>1,777,531</td>
<td>4.68</td>
<td>2,065,663</td>
<td>4.59</td>
<td>1,867,207</td>
<td>4.55</td>
<td>(22,794)</td>
</tr>
<tr>
<td>State 39,444.09</td>
<td>37,990.75</td>
<td>45,509.374</td>
<td>41,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DES MOINES AREA COMMUNITY COLLEGE
CASH POSITION - FINANCIAL REPORT
January 31, 1977

<table>
<thead>
<tr>
<th>ANKENY NATIONAL-General &amp; Revolving COMBINED FUNDS</th>
<th>BANKERS TRUST-Special Voted Tax Plant &amp; Sinking</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASH IN BANK:</strong></td>
<td></td>
</tr>
<tr>
<td>Balance Forward 1/1/77</td>
<td>$ (5,294.15)</td>
</tr>
<tr>
<td>Plus Receipts - Jan.</td>
<td>2,631,516.70</td>
</tr>
<tr>
<td>Less Disbursements - Jan.</td>
<td>2,626,473.59</td>
</tr>
<tr>
<td>CASH BALANCE 1/31/77</td>
<td>$ (251,04)</td>
</tr>
</tbody>
</table>

| **INVESTMENTS:**                                  |                                               |
| Savings Account (5%)                             | 1,072,816.75                                 |                                               |
| TOTAL CASH & INVESTMENTS                         | $1,072,565.71                                 | $ 1,264.86   | $ 953,692.40 |

**NOTES:**
1. Plant Fund owes General Fund - $650,000.00
2. Cash Balance shown in Voted Tax & Sinking Fund is in a 5% Savings Account
3. Investments in 5% Savings Account presently represents highest interest on investments available.
4. Receipts and Disbursements include transfers between investment and checking accounts.
# DES MOINES AREA COMMUNITY COLLEGE
## BUDGET BALANCE REPORT
### January 31, 1977

### GENERAL FUND EXPENDITURES:

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Working Budget</th>
<th>Amount Encumbered</th>
<th>Amount Expended or Received</th>
<th>Current Working Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts &amp; Sciences</td>
<td>$1,614,228</td>
<td>$489,264</td>
<td>$784,060</td>
<td>$340,904</td>
</tr>
<tr>
<td>Career Education</td>
<td>4,533,139</td>
<td>1,414,757</td>
<td>2,292,126</td>
<td>826,256</td>
</tr>
<tr>
<td>Adult</td>
<td>1,612,924</td>
<td>313,001</td>
<td>828,563</td>
<td>471,360</td>
</tr>
<tr>
<td>Administration</td>
<td>1,234,438</td>
<td>265,569</td>
<td>686,557</td>
<td>282,312</td>
</tr>
<tr>
<td>Student Life</td>
<td>1,285,126</td>
<td>403,244</td>
<td>702,870</td>
<td>179,012</td>
</tr>
<tr>
<td>Learning Resources</td>
<td>476,058</td>
<td>130,543</td>
<td>239,500</td>
<td>106,015</td>
</tr>
<tr>
<td>Physical Plant</td>
<td>1,123,732</td>
<td>174,962</td>
<td>572,264</td>
<td>376,506</td>
</tr>
<tr>
<td>State Loan Payback</td>
<td>699,883</td>
<td>699,883</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$12,579,528</strong></td>
<td><strong>$3,891,223</strong></td>
<td><strong>$6,105,940</strong></td>
<td><strong>$2,582,365</strong></td>
</tr>
</tbody>
</table>

### GENERAL FUND RECEIPTS:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount Expended or Received</th>
<th>Current Working Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Fee</td>
<td>135,000</td>
<td>52,219</td>
</tr>
<tr>
<td>Tuition</td>
<td>2,343,000</td>
<td>1,044,391</td>
</tr>
<tr>
<td>General State Aid</td>
<td>4,553,243</td>
<td>1,138,311</td>
</tr>
<tr>
<td>Vocational State Aid</td>
<td>894,000</td>
<td>234,616</td>
</tr>
<tr>
<td>State Capital Outlay Approp.</td>
<td>298,370</td>
<td>253,809</td>
</tr>
<tr>
<td>Federal Aid</td>
<td>1,669,516</td>
<td>1,127,481</td>
</tr>
<tr>
<td>Sales &amp; Service</td>
<td>10,000</td>
<td>5,938</td>
</tr>
<tr>
<td>Property Tax Operations</td>
<td>1,295,035</td>
<td>577,289</td>
</tr>
<tr>
<td>Property Tax Debt Service</td>
<td>699,883</td>
<td>313,405</td>
</tr>
<tr>
<td>Property Tax Tort</td>
<td>11,431</td>
<td>51,831</td>
</tr>
<tr>
<td>Other Income</td>
<td>97,000</td>
<td>50,646</td>
</tr>
<tr>
<td>Unrestricted Fund Balance</td>
<td>846,413</td>
<td>5,938</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$12,852,891</strong></td>
<td><strong>$4,804,353</strong></td>
</tr>
</tbody>
</table>

### PLANT FUND EXPENDITURES

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount Expended or Received</th>
<th>Current Working Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$3,409,831</strong></td>
<td><strong>-00-</strong></td>
</tr>
</tbody>
</table>

### PLANT FUND RECEIPTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount Expended or Received</th>
<th>Current Working Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$2,409,831</strong></td>
<td><strong>$1,034,801</strong></td>
</tr>
</tbody>
</table>

### Footnotes:
- General Fund Expenditures TOTAL Published Budget - - - $13,182,590
- Plant Fund Expenditures TOTAL Published Budget - - - $2,409,831
A COLLECTIVE BARGAINING AGREEMENT
BETWEEN
DES MOINES AREA COMMUNITY COLLEGE
HIGHER EDUCATION ASSOCIATION
AND
BOARD OF DIRECTORS
DES MOINES AREA COMMUNITY COLLEGE

2006 S. Ankeny Blvd.
Ankeny, Iowa 50021
1977-1978
CONTENTS

Preamble 1

ARTICLE I Recognition 1
A. Recognition Clause 1
B. Definitions 1

ARTICLE II Contract Grievance Procedure 2
A. Definition 2
B. Procedures 2
C. Powers of the Arbitrator 4
D. Time Limits 4
E. Separate Grievance File 4

ARTICLE III Salary Schedule 4
A. Definition 4
B. Guidelines for Initial Placement of New Employees 5
C. Guidelines for Advancement on the Salary Schedule 7
D. Guidelines for Movement on the Schedule 10
E. Salary Schedule Interpolation 11
F. Salary Schedule Format 11
G. Special Salary Level Adjustments 11

ARTICLE IV Fringe Benefits 12
A. Insurance Benefits 12
B. Leaves of Absence 13

ARTICLE V Vacation 15

ARTICLE VI Travel Expense 16

ARTICLE VII Dues Deduction 17

ARTICLE VIII Safety 17
A. Responsibilities 17
B. Referral 17

ARTICLE IX In-Service 18

ARTICLE X Voluntary Transfer 18
A. Definition 18
B. Procedure 18
ARTICLE XI  Involuntary Transfer  19
   A. Definition  19
   B. Procedures  19

ARTICLE XII  Employee Reduction In Force Procedure  19

ARTICLE XIII  Compliance and Duration  21

APPENDIX A  Salary Schedule  22
PREAMBLE

The Des Moines Area Community College, hereinafter referred to as the "Employer", and Des Moines Area Community College Higher Education Association, hereinafter referred to as the "Association", seek to serve students in an environment conducive to learning and to this end seek to fulfill the public policy as stated in the Code of Iowa, Section 280A.1.

ARTICLE 1

Section A.  Recognition Clause

The Employer hereby recognizes the Des Moines Area Community College Higher Education Association for the term of their PERB certification as the exclusive and sole bargaining agent for the bargaining unit described as follows:

INCLUDED: All full-time and regular part-time professional faculty who occupy a position which meets all of the following conditions:

1. Are issued by the Employer a "continuing contract with certified faculty" full-time and regular part-time, or specially funded contract with certified full-time and regular part-time faculty.

2. Are certified by the Department of Public Instruction as professionals in all areas required by Iowa Code. Included also are regular full-time and regular part-time professional Adult Basic Education and Career Exploration Center faculty who do not require certification by the Department of Public Instruction.

3. Are issued an annual nine or twelve month contract (specified above) to work one-half time or more.

4. Are assigned by the Employer to a professional position as full and regular part-time instructors, program chairpersons, certified media specialists, certified librarians, certified counselors, and Career Exploration faculty.

EXCLUDED: Department directors, supervisors, coordinators, administrators, classified staff (secretarial-clerical), support staff (auxiliary), non-regular part-time faculty, all employees defined in Section 4 of the Public Employment Relations Act, and all other employees of the Des Moines Area Community College.

Section B.  Definitions

1. The term "Employer" as used in this Agreement shall mean the Des Moines Area Community College's (Merged Area XI) duly authorized representatives.
2. The term "Employee" as used in this Agreement shall mean all professional employees represented by the Association in the bargaining unit as defined by the Public Employment Relations Board. Full-time shall mean employees who are so designated in the Salary Classification book on file in the Personnel Office.

3. The term "Association" as used in this Agreement shall mean the Des Moines Area Community College Higher Education Association.

4. "Working day" shall mean any day on which any of the college staff in any job classification is required to carry out his/her duties exclusive of holidays and weekends.

5. "Seniority" is defined as the accumulated length of time an employee has continuously fulfilled his/her duties in a position or positions listed in Article 1, Section A(4) of this Agreement.
   a. Employees on authorized leaves of absence without pay shall not be deemed to have interrupted continuous service with the college. However, time spent on authorized leaves of absence without pay shall not be counted in figuring the total accumulated length of service.
   b. For employees hired on the same day, the date of application shall be controlling in seniority matters.
   c. Continuity shall be deemed broken when employment is terminated by resignation, dismissal or death, or in the case of unauthorized absence.

ARTICLE 11 CONTRACT GRIEVANCE PROCEDURE

Section A. Definition

A contract grievance is defined as a claim by an employee of an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

Section B. Procedures

1. Step One - Within fifteen (15) working days of the event (involving the employee) giving rise to a grievance, the employee will present the grievance to the immediate supervising administrator. The purpose of this step is to resolve the grievance via informal, verbal discussion with the immediate supervising administrator.
2. **Step Two** - If the grievance cannot be resolved in Step One, the aggrieved employee may submit a written statement of grievance to the appropriate Dean with a copy to the Association and the College Personnel Office. This submission shall be within fifteen (15) working days from the date of the informal hearing. The written statement of grievance shall name the aggrieved employee, state the facts giving rise to the grievance, identify the specific section of this Agreement alleged to be violated, state the contention of the aggrieved employee with respect to the contract section, indicate the relief requested, and shall be signed by the aggrieved employee. Within ten (10) working days of receipt of the written grievance, the aggrieved employee, an Association representative, and the Dean shall meet and ten (10) working days thereafter the Dean shall make a decision on the grievance and file a response in writing to the employee and the Association.

3. **Step Three** - If the grievance is not resolved in Step Two, the aggrieved employee may submit the written grievance to the Vice President with notice to the Association. This submission shall be within five (5) working days of the written decision rendered in Step Two. Within ten (10) working days the aggrieved employee, an Association representative, and the Vice President (and/or his designee) shall meet and the Vice President shall within ten (10) working days, thereafter, render a written decision with copies to the employee and the Association.

4. **Step Four** - If the grievance is not resolved in Step Three, the aggrieved employee may submit the written grievance to the Superintendent/President with notice to the Association. This submission shall be within five (5) working days of the written decision rendered in Step Three. Within ten (10) working days the aggrieved employee, an Association representative, and the Superintendent/President (and/or his designee) shall meet and the Superintendent/President shall ten (10) working days thereafter, render a written decision with copies to the employee and the Association.

5. **Step Five** - If the grievance is not resolved in Step Four, the aggrieved employee and the Association may mutually submit the grievance to an arbitrator acceptable to both the Employer and the Association. In the event the Employer and the Association cannot agree upon an acceptable arbitrator, the procedures and services of the American Arbitration Association for selection of an arbitrator will be engaged. Selection of the arbitrator shall be within ten (10) working days of the date of decision in Step Four. The arbitrator will review the grievance and render a final and binding decision. The expenses incurred by the arbitrator...
and any mutual fees for arbitration services will be shared equally by the Employer and the Association, but each party will pay the fees incurred in the presentation of its case. Whenever possible grievance hearings will be scheduled after 5 p.m.

Section C. Powers of the Arbitrator

1. It shall be the function of the arbitrator to make decisions in grievances of alleged misinterpretation or misapplication of specific sections of this Agreement.

2. The arbitrator's powers will be limited to the extent that he/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

Section D. Time Limits

1. The failure of an employee to act within the prescribed time limits will act as a bar to any further appeal.

2. The failure of an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.

3. Any grievances not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.

4. Time limits may be extended by mutual consent of the Employer and the Association at which time the new date shall be controlling.

Section E. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

ARTICLE III SALARY SCHEDULE

Section A. Definition

The salary schedule is defined as a system for guiding the placement of new employees, the advancement of employees based upon completion of pre-approved staff development activities, and the vertical movement of employees based upon rendering satisfactory service to the Employer. The schedule is intended to recognize that new employees have a variety of backgrounds and that for employees development can occur
via college course work, industry/business training, and directly related work experience.

Section B. Guidelines for Initial Placement of New Employees

1. Initial placement of new employees shall be made by the Employer following evaluation of new employee's professional experience, training received in industry, college credits earned, and directly related work experience. Evidence of professional experience, training received, work experience and college credit shall be documented as the Employer requires.

2. The procedure for initial lane placement of new employees shall be as follows:

   a. Step One - New employees will be placed on Lane 180 if they, 1) have a baccalaureate degree; or 2) have professional registry, journeyman status, or its equivalent and 3) can be approved and certified by the Department of Public Instruction.

   b. Step Two - Initial placement beyond Lane 180 S.D.U. may be granted for course work (beyond that credit in Step One) directly related to a new employee's assignment at the college by evaluating the course work and applying the following S.D.U. formula:

      \[
      \text{Number of S.D.U.} = \frac{\text{Number of Quarter Hours} \times 1}{\text{Number of S.D.U.} - \frac{\text{Number of Semester Hours}}{1.5}}
      \]

      The number of S.D.U. for directly related course work to be granted (beyond Step One above) will be added to 180 S.D.U.

      College work applicable for credit would be that contributing to a degree in a new employee's teaching field, or in educational methodology and theory. All credits and degrees must be from a college or university that was regionally accredited at the time credits and/or degrees were earned. Beyond the last acceptable degree to be applicable for placement, all graduate credits must be given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher) or grades acceptable toward a degree at the specific university. Advanced research credit, in connection with an advanced degree, shall not be counted unless the research has been successfully completed and the degree awarded.

   c. Step Three - Initial placement beyond Lane 180 S.D.U. may be granted for industrial/business training directly related to a new employee's assignment at the college by evaluating
the industrial/business training and applying the following S.D.U. formula:

\[
\text{Number of S.D.U.} = \text{Number of Clock Hours in Industry/Business School} \div 30
\]

The number of S.D.U. for directly related industrial/business training to be granted (beyond Step One above) will be added to 180 S.D.U. Training applicable for credit shall have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives in a setting appropriate to formal training, and received in the past eight years. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Public Instruction are not considered in computing this credit. Workshops or seminars sponsored by schools during in-service periods are also not applicable. This provision applies only to new employees in the following two areas:

1. Career education programs
2. Selected college parallel career option programs

d. Step Four - Initial placement beyond Lane 180 S.D.U. may be granted for work experience, not credited in Step One directly related to a new employee's assignment at the college by evaluating the work experience and applying the following S.D.U. formula:

\[
\text{Number of S.D.U.} = \text{Number of Clock Hours of Approved Work Experience} \div 177 \text{ for First Four Years, Beyond that Credited in Step One.}
\]

Work experience applicable for credit must have contributed substantially to the development of competencies directly related to the new employee's assignment at the college, and be beyond that needed to achieve placement in Lane 180. This provision applies only to new employees in the following two areas:

1. Career education programs
2. Selected college parallel career option programs

e. Step Five - Computations. The appropriate lane for initial placement of new employees will be determined by summing the S.D.U. totals determined by the Employer in Steps One through Four above. In no case shall a new employee be credited with more than a combination of 45 S.D.U. in Steps Three and Four.
3. The procedure for initial level placement of new employees shall be as follows:

a. Step One - The number of full years of directly related professional experience (teaching, counseling or media experience) on a regular contractual basis shall be evaluated for determining initial level placement. Teaching as a graduate assistant, part-time teacher or student teacher shall not be counted. Further, only up to a maximum of seven (7) years of professional experience outside Des Moines Area Community College may be credited. However, credit for such experience may only be given for that experience directly related to a new employee's primary assignment at Des Moines Area Community College.

b. Step Two - The number of full years of directly related work experience, not counted earlier in the provision, initial lane placement, (Article III, Section B-2) shall be evaluated for determining initial level placement. Only that work experience directly related to a new employee's assignment shall be considered. Work experience applicable for consideration must be beyond that needed to be placed on Lane 180 (earn journeyman's status, professional registry, or its equivalent and Department of Public Instruction approval and certification.) In any case, no more than seven (7) years of work experience may be considered for initial level placement. This provision applies only to new employees in the following two areas:

1. Career education programs
2. Selected college parallel career option programs

c. Step Three - Computations. The initial level placement for new employees shall be determined by summing the level credit granted by the Employer in Step One and Step Two above except that no more than a combination of seven (7) years of experience may be granted.

4. After initial level and lane placement of a new employee has been completed, the education, training, work experience, or other background received prior to the first date of the new employee's first individual contract, shall not be considered for advancing on the salary schedule.

Section C. Guidelines for Advancement on the Salary Schedule

1. Advancement on the schedule is defined as horizontal change from one lane to another lane. Advancement will be granted based upon
earning staff development units (S. D. U.) for completing pre-approved work experience, attending pre-approved industry schools, and completing pre-approved college courses.

2. Procedure for advancement on the salary schedule shall be as follows:

a. Step One - The employee shall submit an approval form for staff development unit consideration which shall include the course work, special industry/business training, and/or directly related work experience that the employee proposes to undertake for purposes of advancement.

b. Step Two - The Employer shall evaluate the plan using the following guidelines:

1) Consideration for Evaluating Industrial Training - In computing S.D.U. credit for industrial training, only training directly related to the employee assignment shall be considered. Training applicable for credit shall have been sponsored by a reputable organization, conducted by a qualified trainer, guided by clear objectives and in a setting appropriate to formal training. Regular meetings and conventions of associations (or societies) and meetings called by the Department of Public Instruction will not receive S.D.U. credit. Workshops or seminars sponsored by the college during in-service periods are also not applicable. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of the pre-approved industry/business training.

\[
\text{Number of S.D.U.} = \frac{\text{Number of Clock Hours in Industry/Business School}}{30}
\]

2) Considerations for Evaluating Work Experience - In computing S.D.U. credit for work experience, only that directly related to an employee assignment shall be considered. Work experience applicable for credit must be beyond the learning or apprenticeship period (usually 3-5 years) appropriate to a given occupation. This provision applies only to employees in career and selected para-professional programs. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of pre-approved work experience.
Number of S.D.U. = Number of Clock Hours of Approved Work Experience \( \div 40 \)

(S.D.U. credit will be given upon this basis for the first four (4) years of work experience after the learning period. For work experience thereafter the number of clock hours will be divided by 80.)

3) Consideration for Evaluating College Course Work - In computing credit for college course work, only course work directly related to an employee's professional assignment at Des Moines Area Community College may be credited. College work applicable for credit would be that contributing to a degree in an employee's teaching field, or in educational methodology and theory. All credits and degrees must be from a college or university which was regionally accredited at the time credits and/or degrees are earned. All graduate credits must have been given a "B" grade (or higher) and all undergraduate credits must have been given a "C" grade (or higher) or grades acceptable toward a degree at the specific university. Advanced research credit, in connection with an advanced degree, shall not be counted unless the research has been successfully completed and the degree awarded. (S.D.U. shall not be granted for any course work, industry schools or work experience completed or in progress before June 1, 1975.) Courses taken in qualifying for full certification are specifically excluded from consideration for advancement. The following formula will be used to calculate S.D.U. to be awarded upon successful completion of pre-approved college course work.

\[
\text{Number of S.D.U.} = \text{Number of Quarter Hours} \times 1
\]
\[
\text{Number of S.D.U.} = \text{Number of Semester Hours} \times 1.5
\]

c. Step Three - The Employer (appropriate vice president) may approve, disapprove, or modify the proposed individual staff development plan and notify the employee in writing.
d. Step Four - The employee may execute the approved plan, and upon satisfactory completion is responsible for presenting evidence of completing the development activity to the Personnel Office. Work experience hours must be documented by letters from former employers. Training in industry must be documented by certificates of completion and/or letters from the trainer which should specify the number of clock hours completed or other evidence judged adequate by the employer. Evidence of earned college credit must be in the form of official transcripts which bear the signature and seal of the college registrar.

e. Step Five - Advancement on the schedule by the Employer shall be executed only once a year at the beginning of their contract year or the fall quarter. The beginning of the fall quarter of each year is the deadline for any employee who is seeking advancement to present evidence (the approval for any activity and evidence of completion) to the Personnel Office. The responsibility for initiating advancement action is solely that of each employee. S.D.U. credit will not be awarded for activities for which the college has paid any direct expenses, tuition, fees, travel, lodging or meals.

Section D. Guidelines for Movement on the Schedule

1. Movement on the schedule is defined as vertical change from one level to another level. For purposes of movement, employees are classified in two categories: probationary employees and full status employees. Probationary employees are those full-time employees who have completed less than two years of successful service to Des Moines Area Community College or employees with more than two years experience who have been placed on probation by the Employer because of inadequate performance. An employee will not be retained on probation for more than two consecutive years. At the end of two years, the employee will be placed on full status or dismissed. Full status employees are those full-time employees who have successfully completed their probationary period and are, by action of the Employer, afforded full status. Once appointed to a full status employee position, they are assumed to be professionally permanent.

Full status employees are subject to be placed on probationary status should program evaluation and personnel evaluation indicate inadequate performance as an employee. All employees who qualify for full status will be issued a "full status" 1977-78 contract.

2. Full status employees will progress one full level (1.0) as they
complete each fiscal year of service to the college until they reach the top of their lane, or are placed on probation status.

3. Probationary employees will progress from one full level to the next level at the option of the Employer, based on evaluation of his or her performance. Probationary employees may be frozen at one level on the schedule.

4. Part-time employees will progress one full level (1.0) as they complete each fiscal year of service to the college until they reach the top of their lane or are placed on probationary status. However, when a part-time employee is employed on a full-time basis, he/she will be placed on a level consistent with the number of full years of Des Moines Area Community College experience which he/she has accumulated by summing the total part-time experience completed.

5. Movement on the schedule will be made annually (until an employee reaches maximum) by the Employer at the effective date of the employee's individual contract. An employee hired during the contract year or an employee who for some period of the contract year has been on leave-of-absence without pay shall be eligible for movement of one (1) full level if such employee has been on duty for six (6) months or more of the contract year. Employees in the two categories above shall be eligible for movement of one-half (1/2) level if they have been on duty during less than six (6) months of the contract year. An employee who is not on duty during the contract year shall receive no level movement upon return to his/her assignment.

Section E. Salary Schedule Interpolation

Salary schedule interpolation from 190-day contracts (9 months) to 260-day contracts (12 months) will be made by multiplying the nine-month schedule salary x 1.25.

Section F. Salary Schedule Format

The index formula for the salary schedule is 4.57% of the base (Lane 225 - Level 0) between full levels and between lanes as indicated in Appendix A.

Section G. Special Salary Level Adjustments (1977-78 only)

1. The Employer shall provide up to forty thousand dollars ($40,000) for adjusting the level placement of employees who the Employer determines need adjustment considering the principles of the Equal Pay Act of 1963 and this Agreement. Level adjustments
shall be determined through evaluation of official employee personnel files.

2. Updating of personnel files by July 1, 1977 shall be the responsibility of each employee and the official employee personnel files shall be considered complete for purposes of this section on July 1, 1977. Information submitted after July 1, 1977 shall not be considered.

3. If an employee requests credit beyond that currently listed in the personnel file, it is the responsibility of the employee to document all work experience contained in the personnel file. Such documentation may include letters from former employers or other evidence judged adequate by the Employer.

4. The Employer agrees to meet with the Association in advance of any level adjustments to consult in the development of adjustment criteria. Following consultation, the Employer will develop an adjustment list and will meet with the Association to receive views and recommendations concerning the criteria the Employer has incorporated in developing the list.

5. The Employer will notify those employees to receive level adjustments together with the specific dollar amount of the adjustment. The adjustments will cover the contract year.

ARTICLE IV FRINGE BENEFITS

Section A. Insurance Benefits

1. Term Life Insurance - The Employer shall provide a double indemnity term insurance program for each employee. The value of the policy for an employee shall be equal to two times the individually contracted base salary, rounded to the nearest thousand of dollars.

2. Disability Insurance - The Employer shall provide long-term disability coverage for each employee. Coverage for income protection will pay sixty (60) percent of the employee's individually contracted base salary up to a maximum monthly benefit of fifteen hundred ($1,500) dollars after a disability has existed sixty (60) consecutive days, less any amounts paid under Workmen's Compensation and benefits received from Social Security.
3. Hospital and Surgical Insurance - The Employer, on behalf of the full-time employees, shall participate in the present (or its equivalent) group medical health insurance program. For full-time employees who elect individual coverage under the medical group health plan, the Employer shall pay the full monthly premium. For full-time employees who elect family coverage under the group medical health plan, the Employer shall pay a maximum of fifty ($50.00) dollars per month toward the family plan premium with the remaining amount paid by the employee.

4. Workmen's Compensation - Each employee shall be covered by Workmen's Compensation paid for by the Employer. Sick leave benefits paid to the employee shall be integrated with Workmen's Compensation benefits paid, so that the total dollars received by the employee shall not exceed one hundred (100) percent of the employee's individually contracted base salary.

5. Initiation of Coverage - Life, disability, hospital and surgical coverage shall begin for a newly hired employee no later than the first calendar work day of the month following the first thirty (30) days of employment.

6. Optional Supplemental Life Insurance - An employee may elect to purchase optional supplemental life insurance in the increments allowed by the carrier which amounts range from $10,000 to $50,000. To be eligible, employees must provide evidence of insurability as required by the insurer.

7. Optional Dependent Life Insurance - An employee may elect to purchase dependent life insurance for eligible dependents which provides two thousand ($2,000) dollars coverage for each child fourteen (14) days of age to age nineteen (19) years. A full-time employee may elect to purchase from $5,000 to $50,000 of optional supplemental life insurance for a spouse in increments allowed by the carrier upon providing evidence of insurability as required by the insurer.

Section B. Leaves of Absence

1. Sick Leave - All full-time employees, after effective date of the 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. The sick leave provisions only apply to personal illness or injury including that caused by illness of a member of the immediate family. 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 shall be cumulative to a maximum of ninety-six (96) days. A doctor's statement is required for absences due to illness beyond three (3) days. Sick leave for employees working at least one-half time, but less than full-time shall be prorated by a ratio based upon their individual contract.

2. Death in the Immediate Family - All full-time employees, after the effective date of the contract and having reported for duty, may be granted up to three (3) days of leave at full pay to be used upon approval of the Employer, for attendance at funerals of members of the immediate family. Immediate family will include the spouse and related children, parents, brothers, sisters, grandparents, aunts, uncles, or comparable in-laws. Such leave will not be cumulative. Such leave for employees working at least one-half time, but less than full-time, shall be prorated by a ratio based upon their individual contract.

3. Maternity Leave - Disabilities to female employees caused or contributed to by pregnancy, miscarriage, abortion, child-birth, and recovery therefrom are considered temporary disabilities or illnesses and will be treated as such under the sick leave provision. Those female employees desiring an extended leave prior to and/or following the period of disability due to pregnancy should refer to the leave of absence without pay provisions in this Agreement.

4. Personal Business Leave - A full-time employee may be granted one (1) day (non-cumulative) for personal business leave each fiscal year. To be eligible for such leave, the employee shall have written approval from his/her supervising administrator. Personal business leave shall not be granted for a duty day immediately before or after a vacation or holiday. Such leave for employees working at least one-half, but less than full-time, shall be prorated by a ratio based upon their individual contract.

5. Jury Duty - 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 into 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.

6. Military Leave - 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 when ordered by proper authority to active state or federal service. Such absences are allowed in addition to regular vacation and will be taken without pay except for the first thirty (30) days as mandated by 29A of the Code of Iowa.

7. Leave of Absence Without Pay - With the Superintendent/President's approval, a leave of absence without pay, not to exceed twelve (12) months, may be granted to full-time employees with at least three (3) consecutive years with the college for purposes of professional development. Further full-time employees with special personal or medical problems may be granted leave without pay not to exceed twelve (12) months. An employee desiring a leave of absence should make written application at least three (3) months prior to the time leave is to begin. For leaves of more than four (4) months duration, ninety (90) days prior (thirty (30) days prior in the case of shorter leaves) to the time of leave termination the employee shall notify the Superintendent/President in writing of his/her interest in returning. If notification does not occur, it shall be assumed that no return is planned.

The Employer, in granting a leave of absence, implies that it will return the employee to a position which in the determination of the Employer is the same or similar to that in which the employee formerly served if a vacancy exists for which he/she is qualified. The Employer will permit the employee to continue participation in the insurance programs at his/her own expense for a period of up to twelve (12) months, where so provided by such insurance policies and to the extent so provided, except when he/she 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.

ARTICLE V VACATION

Section A. 1. Twelve (12) month instructors and program chairpersons in the Arts and Science and Career Education Divisions and all other full-time nine (9) month employees will receive as paid vacation those days designated on the board approved college calendar which fall within the inclusive dates of the employees contract of employment and are required to take such vacation during the days designated on the calendar. All other full-time twelve (12) month employees will accrue vacation annually on the basis of 1 2/3 days per month and with the exception of those on Specially Funded Contract, must use their vacation following accumulation and before the end of the fiscal year following the year in which it was earned.
2. All part-time nine (9) month and twelve (12) month employees will receive as vacation those days designated on the board approved college calendar which fall within the inclusive dates of the employee's contract of employment prorated by a ratio based upon the individual's contract and are required to take such prorated vacation during the days designated on the calendar.

3. All employees on twelve (12) month Specially Funded Contracts must take their vacation within the inclusive dates of their contract but will be granted ten (10) days on the first day of their individual contract and ten (10) days on the first day of the seventh month of their individual contract.

4. Where vacation is used in advance of actual accumulation, an amount equal to the number of days of unaccumulated vacation used times the amount for one (1) days services will be deducted from the Employee's final paycheck upon early termination.

5. Employees not required to take vacation as designated on the calendar may make preferences of vacation dates known to the Employer, but the Employer reserves the right to approve employee vacation dates.

6. a. Upon termination, twelve (12) month instructors and program chairpersons who receive twenty (20) days vacation annually will be paid for unused vacation in the same proportion as the length of contract completed.

b. Upon termination, nine (9) month instructors and program chairpersons who receive five (5) days vacation annually will be paid for unused vacation in the same proportion as the length of the contract completed.

c. All other twelve (12) month employees upon termination will receive one (1) day's pay for each unused day of accrued vacation.

ARTICLE VI TRAVEL EXPENSE

Section A. Upon approval by those representatives of the Employer listed on the expense report form, those employees requested by the Employer to use their personal automobile in completion of work assignments will be reimbursed by the Employer at the rate of 15¢ per mile. The Employer shall not reimburse the employee for mileage required to commute to and from their residence and primary place of assignment. The standard mileages on file in the Business Office will be used to compute mileage.
ARTICLE VII DUES DEDUCTION

Section A.

1. The Association agrees to acquire and distribute to its members an authorization form advising the member that dues deduction is voluntary on the member's part and that the member also may terminate the dues deduction by notifying the business office by the 12th of the month on the appropriate form provided by the Association.

2. Deductions shall include only the regular uniform monthly amounts each employee pays as dues but shall not include initiation fees, special assessments, back dues, fines, or similar items.

3. Deduction shall only be made following presentation by the employee of a signed dues deduction authorization form presented to the business office by the 12th of the month in which the first deduction will be made.

4. Pursuant to a deduction authorization, the business office shall deduct one-twelfth (1/12) of total dues from the regular monthly salary check of the employee. The business office will transmit to the Association the total deduction of dues following each pay period.

5. The Association agrees to indemnify and hold harmless the board, each individual board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this Agreement.

ARTICLE VIII SAFETY

Section A. Responsibilities

The Employer shall endeavor to provide and maintain a safe place of employment.

Employees shall endeavor in the course of performing professional duties associated with their employment to be alert to unsafe practices, equipment or conditions and report these to their immediate supervisor.

Section B. Referral

If the problem cannot be informally corrected by the immediate supervisor and the employee, it shall be reported to an Institutional Health and Safety Committee composed of representatives of the
Employer and employees appointed by the Employer. The Institutional Health and Safety Committee shall investigate and make recommendations concerning the problem.

**ARTICLE IX IN-SERVICE**

Section A. Eight (8) days will be devoted to in-service duties for all nine (9) and twelve (12) month employees during the term of this Agreement. The Employer shall determine the content and structure of in-service days.

**ARTICLE X VOLUNTARY TRANSFER**

Section A. Definition

A transfer is the permanent movement of an employee to and from a unit position as described in Article I, Section A(4) and to a division and/or campus other than that to which he/she is currently assigned.

Section B. Procedure

1. Job descriptions for unit vacancies which the Employer determines to fill will be posted at conspicuous locations on each campus. Each description shall indicate the final date for receiving applications.

2. An employee, to be considered for a vacant position, must file a written statement requesting a transfer, listing his/her current position, and indicating the specific vacant position for which he/she wishes to be considered. Applications for transfer must be received on or before the posted closing date for receiving applications.

3. In making a determination upon personnel to fill a vacancy, the Employer will choose among all applicants based upon competency, ability, program, continuity, qualifications, and affirmative action. Where employee competency, ability, and qualifications are judged by the Employer to be equal, then seniority shall be a controlling factor in voluntary transfer.

4. The Employer will inform the employee in writing of the approval or denial of his/her transfer request. Such notification shall be made within thirty (30) days of the Board action filling such position.
ARTICLE XI INVOLUNTARY TRANSFER

Section A. Definition

A transfer is the permanent movement of an employee to and from a unit position as described in Article I, Section A(4) and to a division and/or campus other than that to which he/she is currently assigned.

Section B. Procedures

1. Incumbent unit members who in the judgment of the Employer possess qualifications equal to other applicants, and who have in writing requested to be transferred to unit positions will be considered before an involuntary transfer is initiated.

2. The Employer will designate the campus or division where a transfer is required.

3. The Employer will inform the Association that a transfer is necessary and set a date to meet and discuss such transfer with the Association. The Association may present views and recommendations to the Employer at the meeting arranged for that purpose.

4. The Employer will consider the recommendations made and will determine the campus or division to which employees shall be transferred, those employees who shall be transferred, and the date upon which such transfer shall become effective.

5. Upon request of the employee, the Employer shall meet with the employee to discuss the transfer.

6. Generally, the Employer will give the transferee thirty (30) days notice in advance of the effective transfer date, except when the Employer determines that due to an emergency, a transfer must be effected immediately.

ARTICLE XII EMPLOYEE REDUCTION IN FORCE PROCEDURE

Section A. Procedure

1. The Employer shall designate the programs where an employee reduction in force is necessary. The Employer, when possible, shall attempt to accomplish such reduction by not replacing employees in the designated programs who voluntarily resign or who retire.
2. In the event reduction in staff within the designated programs cannot be completed through resignation or retirements, the Employer agrees to notify the Association in advance of reduction in force at which time the Association may make its views and recommendations known concerning implementation of employee reduction in force.

3. The Employer will determine the employees within designated program(s) to be laid off based upon competency, ability, qualifications, program continuity and affirmative action. Within the designated program(s), where employee competency, ability and qualifications are judged by the Employer to be equal, then seniority shall be a controlling factor in layoff.

4. Employees on Specially Funded Contracts to be reduced will be notified at least thirty (30) days prior to the date upon which a reduction in force will take effect.

5. If the Employer determines to recall employee(s) for a designated program(s), the Employer will determine the employee(s) to be recalled based on competency, ability, and qualifications. Within the designated program(s), where employee competency, ability and qualifications are judged by the Employer to be equal, then seniority shall be a controlling factor in recall. Recalled employees shall retain all sick leave accrued prior to the date of reduction. Upon written request of the employee, the Employer will consider recall until one of the following events occur:

a. A one (1) year lapse from the date of reduction.

b. The employee obtains other employment comparable in salary.

c. The employee's certification has lapsed.

d. The employee waives recall in writing.
ARTICLE XIII COMPLIANCE AND DURATION

Section A. This Agreement shall remain in force and effect from July 1, 1977 until midnight June 30, 1978.

Section B. This Agreement shall automatically continue in force and effect for subsequent contract periods unless either party to the Agreement gives the other party written notice to terminate, amend, or modify such Agreement no less than 180 calendar days prior to the Employer certified budget submission date, as established by the Code of Iowa, and appropriate for the year beginning July 1, 1978.

Section C. This Agreement constitutes the entire and complete agreement between the Employer and Association and concludes collective bargaining for the term. This Agreement supersedes all previous agreements between the Employer and the Association and any amendment supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

Section D. In the event that any article, section or portion of this Agreement is found to be contrary to state or federal law, then such article section or portion shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Section E. In witness whereof the parties hereto have caused this Agreement to be signed by their respective chief negotiators, and their signature placed thereon, on this 12th day of January _________, 1977.

DES MOINES AREA
COMMUNITY COLLEGE

By ____________
Chief Negotiator

RATIFIED ON THIS 21st DAY OF January _________, 1977

DES MOINES AREA COMMUNITY COLLEGE HIGHER EDUCATION ASSOCIATION

By ____________
Chief Negotiator

RATIFIED ON THIS 24th DAY OF January _________, 1977

By ____________
Association President

RATIFIED ON THIS 21st DAY OF January _________, 1977

By ____________
Board President
### APPENDIX A

**DESMOINES AREA COMMUNITY COLLEGE**

**FACULTY SALARY SCHEDULE (9 MONTH)**

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