

Cedar Falls, Iowa  
April 10-11, 1969

The State Board of Regents met at the University of Northern Iowa  
on April 10-11, 1969.

Present:

Members of the State Board of Regents

Mr. Redeker, President	All sessions
Mr. Louden	All sessions
Mr. Perrin	All sessions
Mr. Quarton	All sessions
Mr. Richards	All sessions
Mr. Wallace	All sessions
Mr. Wolf	All sessions
Mr. Loss	All sessions
Mrs. Rosenfield	All sessions

Office of the State Board of Regents

Executive Secretary Richey	All sessions
Mr. Porter	All sessions
Mr. McMurray	All sessions

State University of Iowa

President Bowen	April 10
Vice President Boyd	April 10
Vice President Jolliffe	April 10
Vice President Hardin	April 10
Director Strayer	April 10

Iowa State University

President Parks	All sessions
Vice President Christensen	All sessions
Vice President Moore	All sessions
Vice President Hamilton	All sessions

University of Northern Iowa

President Maucker	All sessions
Business Manager Jennings	All sessions
Director Holmes	All sessions
Dean Pendergraft	All sessions
Director Beard	All sessions

Iowa School for the Deaf

Superintendent Giangreco	April 10
Business Manager Geasland	April 10

Iowa Braille and Sight Saving School

Superintendent Hansen	April 10
Business Manager Berry	April 10

## GENERAL

The following business pertaining to general or miscellaneous items was transacted on April 10, 1969:

MINUTES OF MARCH 13-14, 1969. The minutes of the March 13-14, 1969 meeting were approved as written.

COORDINATING COUNCIL FOR POST HIGH SCHOOL EDUCATION. Mrs. Rosenfield gave an oral report on the meeting of the Council held in Des Moines on April 3, 1969. She stated that the Council heard a presentation by Mr. John Montgomery, Director of the Educational Radio and Television Facilities Board relative to the activities and plans of that organization. The Council considered seeking alternative methods of funding the Educational Radio - Television effort in the event State appropriations were inadequate to continue the operations of that Board. The Council also considered the question of its own future and decided that it will continue to study post high school education in Iowa, receive information from its members and elsewhere and do the best possible job of coordinating educational activities within the framework of the Council's membership and capability. The Council also struck from its agreed policy positions one item pertaining to the future system of higher education in Iowa. That item concerned the Council's recommendation for a coordinated legislative request for educational appropriations and also a request that the Council be permitted to recommend to the Governor and the Legislature the appropriation apportionment among the Council's constituent members.

SPECIAL EDUCATION COORDINATING COMMITTEE. The Board considered an agreement of the above committee for the establishment of a single Instructional Materials Center to serve the Iowa Commission for the Blind, the Iowa Braille and Sight Saving School and the Department of Public Instruction. The agreement is as set out below. Mr. Perrin informed the Board that this IMC is a relatively new approach in that it establishes a single facility to serve three different state agencies as against the three separate centers now being operated. Board members inquired whether the Department of Public Instruction was present at the meeting at which this arrangement was adopted. They were informed that the Department was represented by a letter which set forth the Department's objections to previous versions of the agreement. The agreement as adopted meets all of the requirements of the Department of Public Instruction and was agreed to by all concerned. Regarding paragraph 5 of the agreement, Board members inquired as to the source of the necessary funds. They were informed that no funds will be available from any participating agencies at the present time and no agencies have made any such commitments. Further, the Commission for the Blind will need to gain experience before determining how many additional people will be required. Such experience will also determine whether one agency or all three will budget for the additional funds needed.

## MOTION:

Mr. Perrin moved that the agreement for an Instructional Materials Center as set out below be approved by the Board. The motion was seconded by Mr. Loudon. In the absence of any question or objection the President declared the motion passed.

INSTRUCTIONAL MATERIALS CENTER

1. With the exception of sample materials which may be left in the sixteen area libraries, all book materials for the visually handicapped presently held by the sixteen area libraries of the Department of Public Instruction should be transferred to the Iowa Commission for the Blind. The regular classroom texts and library of general reading materials already at the Iowa Braille and Sight Saving School would remain there and future orders for texts would be made to the American Printing House for the Blind by the school as in the past. However, special materials which need to be produced or obtained elsewhere for individual students at IBSSS should be requested from the instructional materials center at the Iowa Commission for the Blind. IBSSS would be billed by the Iowa Commission for the Blind for the cost of producing or purchasing books not already available.
2. All requests for special reading materials would be sent by the individual public schools through the Division of Special Education, Department of Public Instruction and by the parochial schools direct to the materials center which would process the requests by filling them with material already available, procuring the material from another agency or having it produced by volunteers. The Iowa Commission for the Blind would bill the Department of Public Instruction for the cost of producing or buying books not already available, as is done now.
3. At the end of each semester or school year, all book materials provided to the public and parochial schools or IBSSS by the instructional materials center are to be returned there for deposit. These books will be incorporated into the collection of the library of the Iowa Commission for the Blind. A listing of those books paid for by the Department of Public Instruction or IBSSS will be maintained.
4. The Iowa Commission for the Blind would provide appropriate rotating deposit collections at the IBSSS and other locations where they might be useful, thus upgrading all school collections for the visually handicapped.
5. It is recommended that subject to funds available the Department of Public Instruction and the Iowa Braille and Sight Saving School provide funds for the hiring of whatever additional personnel will be needed by the instructional materials center to competently carry out its program.

The Board also considered a report by Dr. Robert C. Hardin, Vice President for Medical Affairs, University of Iowa, on a medical evaluation of all students at the Vinton school done by a team from the

University of Iowa on February 7, 1969. Dr. Hardin stated that the evaluation confirmed the high incidence of multiple handicaps existing at Vinton which must be considered in the education of students at that school. He stated that the degree of handicap is not as significant as the numbers involved, in that 40 % of the students at Vinton have significant handicaps. Dr. Giangreco of the Iowa School for the Deaf stated that Dr. Hardin's report confirms what educators have previously only been guessing about. He said that at ISD there are types of deafness caused by factors not previously known. He said that in his educational curriculum there are four different programs geared to the capabilities of various deaf students. Board members agreed generally that the report emphasizes the need for more individual instruction, but questioned how far in that direction the Board might go with its present budget. Dr. Hardin stated that the University of Iowa intends to follow each case and to give full information thereon to the educators.

Regent Richards expressed the feeling that emphasis on treatment of multiple handicaps changes the concept of the Vinton school from that of a purely educational institution to that of a remedial institution. He advised that the Board examine this matter carefully because it appears to be entering a new area and taking over jobs which may belong to other state agencies. Other Board members expressed the view that while blindness may be the common, or even overriding factor, that the recognition of other handicaps does not basically change the nature of the student body. Some Board members stated that they find this new situation to be an exciting avenue to better education and that perhaps national Foundations might help in the financing of the new type of instruction. Mr.

Perrin stated that he shared this excitement and this opportunity for exploring possible solutions. He felt that the Regent institutions have the capability, more so than anyone else in the state. Others could perhaps help, but the Regents are best equipped to do so. He said he was not defeated by lack of money and was optimistic that the Board would not stop at this point.

The question was raised as to whether the Special Education Coordinating Committee should be continued in view of the lack of funds. Mr. Perrin stated he saw no reason not to continue the Committee even though its rate of progress may be somewhat slowed. Others expressed concern that budget considerations would cause all efforts in the new program to cease, thereby destroying the useful communications which have been established. It was felt that the Board needs primarily the determination to continue. The President thanked Dr. Hardin for his very informative and useful report.

APPEAL PROCEDURES FOR NON-ACADEMIC REGENT EMPLOYEES. The Board considered a proposed new Paragraph V on Appeals to Section IV of the Procedural Guide covering Personnel. The new paragraph V was developed by the Committee on Non-Academic Personnel in response to a Board directive at its March, 1969 meeting. The text of the proposed new paragraph is shown below. The Executive Secretary inquired whether the Presidents had any comment on the proposed new paragraph. Presidents Parks and Bowen had no objection. President Mauker questioned whether the wording as set forth might be construed to include all employees and pointed out that it

should exclude academic personnel who are already covered elsewhere. Secretary Richey stated that Paragraph B of Section IV specifically excludes academic personnel from the appeals procedure here set forth. Regent Wolf questioned the meaning of "non-merit reasons" which appears twice in the paragraph. He was informed that this wording was included in order to make the paragraph consistent with the wording of the Merit Act.

MOTION: Mr. Wolf moved the adoption of the proposed revision of Paragraph V, Section IV of the Procedural Guide dealing with appeals procedures of non-academic employees of Regent institutions. The motion was seconded by Mr. Wallace. On roll call vote the vote was as follows:

AYE: Loss, Louden, Perrin, Quarton, Redeker,  
Rosenfield, Wallace, Wolf

NAY: Richards

ABSENT: None

The motion carried.

#### V. Appeals.

1. Institutions. The institutions shall establish an informal and a formal appeals procedure. The final appeal body in the institutions shall cause to be kept a verbatim record or a narrative record of the proceedings of any hearing held by it. Appeals from the following personnel actions are to be considered:
  - (a) Appeal from rejection of acceptance of application.
  - (b) Appeal from some phase of the examination procedure.
  - (c) Appeal from classification of a position.
  - (d) Appeal from dismissal, suspension or demotion.
  - (e) Appeal from an alleged act of discrimination because of any political, religious, racial, national origin, sex, age or non-merit reasons.
  - (f) Appeal from such other personnel grievances as may be provided by the rules and regulations of the institutions.
  
2. Board of Regents. Final appeals to the State Board of Regents shall be provided in case of dismissal, suspension, demotion, or an alleged act of discrimination because of any political, religious, racial, national origin, sex, age or non-merit reasons. If the Board of Regents finds that the action complained of was taken for such reasons, the employee shall be reinstated to his former position without loss of pay for the period of the suspension. In all other cases the Board of Regents may, in its discretion, review the case and determine the

rights of the employees covered by these rules and regulations. The Board may affirm, modify, or reverse any case on its merits.

Requests from employees for review by the Board shall be in writing and shall state the specific reasons therefor. Such requests shall be sent to the chief executive officer of the institution concerned who will forward the request to the Executive Secretary of the Board. The Executive Secretary shall docket the item for consideration by the Board.

If the Board of Regents agrees to review the case, the employee and the chief executive officer of the institution concerned shall be notified by letter from the Executive Secretary.

The Board may review the case on the basis of the record of the proceedings before the final appeal body of the institution or it may hold an evidentiary hearing of its own. The employee may, for good cause, request the Board to hold an evidentiary hearing. The Board may request the employee and the institution concerned to submit written briefs. The Board may determine the case on the basis of such written briefs or it may request the parties to present oral argument. The employee may request the opportunity for oral argument, but shall not have a right to be heard orally. The Board shall determine whether the hearing shall be open or closed, providing that the employee may request either an open or closed hearing. The institution concerned shall provide the employee with a written copy of the record of the proceedings before the final appeal body of the institution within seven (7) days after the Board has agreed to review the case. The employee may be represented at the hearing or argument by legal counsel or other advisor. Technical rules of evidence shall not apply at the hearing.

LEGISLATION, 63rd G.A. The President stated that the Legislative Notes prepared weekly by the Board Office are keeping Board members well informed on all bills in which they have even the slightest interest, and requested whether Board members had any comment. The institutions had no comment. Mrs. Rosenfield inquired whether the Mental Hygiene bill had yet been passed and she was informed that it had not. Mr. Wolf inquired as to how the Board position on various bills as stated in the Legislative Notes is determined. The Executive Secretary informed him that the Board Office determines these positions based on past actions of the Board or on institutional considerations. Mr. Quarton expressed the view that the Board should have a position only on major bills which affect the Board and that these positions should be openly arrived at. He felt that Board



members should speak only to such positions and should avoid expressing personal opinions on issues or bills not considered by the Board.

President Redeker referred to Senate File 474 which establishes a standard daily travel expense allowance for all state employees and inquired as to how the Regent institutions handle the matter of reimbursement for travel. The replies of all institutions showed a consistent pattern of limiting transportation to tourist class, of paying actual reasonable costs for subsistence, of requiring receipts for hotel accommodations and of auditing each voucher individually. Travel by institutional employees must also have prior approval.

OUT OF STATE TRAVEL AUTHORITY FOR EXECUTIVE SECRETARY. The Executive Secretary requested authority to attend a meeting of the Advisory Committee on Higher Education of the Midwestern Conference of the Council of State Governments in Chicago. There are three representatives on this Committee from Iowa, of whom the Executive Secretary is one.

MOTION: Mr. Perrin moved that the Executive Secretary be given authority to attend the meeting of the Advisory Committee on Higher Education in Chicago. The motion was seconded by Mr. Loudon. In the absence of any question or objection the President declared the motion passed.

FEDERAL LEGISLATION REGARDING STUDENT UNREST AND DISSENT. The Board considered a letter from the Secretary of Health, Education and Welfare setting forth the recently enacted Federal laws relating to violation by students of criminal statutes. The Secretary requested that this new legislation be brought to the attention of all students and that the

students be advised of the procedures which the institutions intend to follow in complying with them. The institutions stated that the administration of these new Acts would represent a considerable burden. Board members requested assurance that all students are aware of this new legislation. The institutional Presidents advised that the students had been made so aware but that they would again bring these matters to the attention of all students so that there would be no excuse because of ignorance. In the absence of further comment the President declared the Board would assume that all students are well aware of the new Federal provisions.

INTERIM FINANCING OF FACILITIES. As requested by the Board at its March, 1969 meeting the Business Officers commented on the subject of interim financing through banks, versus bonding. Question was raised as to whether financing through banks was against Board policy, but the Procedural Guide is silent on this subject. It was the general consensus that no firm rule of procedure could be established, since the money market at the time of the proposed bond sale would necessarily have to be considered. The institutions expressed their willingness to provide the Board at the time of any particular bond sale with an analysis of available alternatives.

MOTION: Mr. Loudon moved that written information and the necessary action documents prepared by the institutions be available to the Board at the time that the Resolution setting the date for the sale of bonds is available for consideration. The motion was seconded by Mr. Quarton. In the absence of any objection the President declared the motion passed.

NEXT MEETINGS. In considering its schedule for time and place of next meetings the Board debated briefly whether the June 26-27 meeting should

be changed back to the regular second week of the month since by that time the Legislature would undoubtedly have passed the Regent appropriation. The institutions stated that they would be unable to have budgets ready for consideration at the earlier June date. It was further pointed out that the purpose of the late June meeting was to enable the Board to omit a meeting in July. The conclusion was that the June 26-27 date would remain as is. Schedule for subsequent meetings is therefore as follows:

## Next Meetings:

May 8-9, 1969	Iowa School for the Deaf	Council Bluffs
June 26-27	University of Iowa	Iowa City
August 14-15	Iowa State University	Ames
September 11-12	UNI - IBSSS	Cedar Falls - Vinton
October 9-10	Iowa School for the Deaf	Council Bluffs
November 13-14	University of Iowa	Iowa City
December 11-12	Iowa State University	Ames

EXECUTIVE SESSION. President Redeker requested that the Board resolve itself into executive session at 11:15 to consider a matter involving property. On roll call vote the vote was as follows:

AYE:	Loss, Louden, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace, Wolf
NAY:	None
ABSENT:	None

Mr. Wolf requested that following the executive session regarding property the Board continue in executive session to consider a personnel matter.

On roll call vote the vote was as follows:

AYE:	Loss, Louden, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace, Wolf
NAY:	None
ABSENT:	None

The Board resolved itself into executive session at 11:13 A.M. and arose at 11:50.

EXECUTIVE SESSION. On Thursday afternoon following consideration of the SUI and UNI dockets President Redeker requested that the Board resolve itself into executive session to consider a matter involving both personnel and property. On roll call vote the vote was as follows:

AYE:	Loss, Louden, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace, Wolf
NAY:	None
ABSENT:	None

The Board resolved itself into executive session at 4:05 P.M. and arose at 4:50 P.M., whereupon the President declared the meeting adjourned until Friday morning.

The following business pertaining to general or miscellaneous matters was transacted on Friday, April 11, 1969:

HEARING ON ALLEGED GRIEVANCE OF JOHN W. WALTON, PHYSICAL PLANT EMPLOYEE, UNIVERSITY OF NORTHERN IOWA. As agreed at its March, 1969 meeting the Board heard the grievance of Mr. John Walton at 10:00 A.M. on April 11, 1969 during its meeting at Cedar Falls, Iowa. The Board had previously studied the voluminous background material covering this case.

Mr. Walton was employed in September, 1966 as a turbine operator in the heating plant with the understanding that he would be paid \$2.40 an hour and receive a 20¢ an hour increase each 6 months, so that in two years he would be paid at the regular rate of pay for experienced turbine operators. After working 3-1/2 weeks on the day shift under direct supervision Mr. Walton was assigned to the night shift as turbine operator. Mr. Walton contends that because he was working alone on the night shift without direct supervision he should have been paid at the rate paid

experienced operators. He requested retroactive pay to make up the difference between what he had been paid and what he would have been paid at an experienced operator's rate.

The Board noted that this grievance had been processed (as provided in its Regulations) through the department head, the Physical Plant Committee, the Office of the President, and the Appeals Committee. The grievance had been denied at all levels.

A summary of the proceedings of this hearing is attached to and made part of these minutes. In general the Board concluded that the university had lived up to its financial agreement with Mr. Walton and that the alleged grievance revolving around the definition of the word "apprentice" did not render the university financially liable. The Board therefore rejected the appeal.

## MOTION:

Mr. Loudon moved that the grievance of Mr. Walton be denied and the action taken by the university in prior steps be approved for the reason that the agreement with Mr. Walton was performed. He further moved that (1) the university not utilize the word "apprentice" or the phrase "apprentice program" but substitute "probationary period" and, (2) that Mr. Walton be awarded a further adjustment of 20¢ per hour for the 18 day period during 1967 during which a 20¢ per hour pay increase was omitted from his pay. The motion was seconded by Mr. Wallace. On roll call vote the voting was as follows:

AYE:	Loss, Louden, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace, Wolf
NAY:	None
ABSENT:	None

The motion carried unanimously.

EXECUTIVE SESSION. Following consideration of the Iowa State University docket on Friday afternoon, April 11, 1969, the President requested that

the Board go into executive session to consider a personnel matter.

Roll call vote on the executive session was as follows:

AYE:	Loss, Loudon, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace, Wolf
NAY:	None
ABSENT:	None

The Board resolved itself into executive session at 2:05 P.M. and  
arose at 3:00 P.M., whereupon the President declared the meeting adjourned.

THE UNIVERSITY OF IOWA

The following business pertaining to the University of Iowa was transacted on Thursday, April 10, 1969:

REGISTER OF PERSONNEL CHANGES FOR MARCH, 1969. The actions reported in this Register were approved by the Board.

E. F. LINDQUIST PROFESSORSHIP OF EDUCATIONAL MEASUREMENT. The University requested the establishment of a Chair in the Division of Educational Psychology, Measurement and Statistics to be named in recognition of the outstanding attainments of Dr. E. F. Lindquist who retires this year. Funds for this Professorship would come from the existing salary of Dr. Lindquist with augmentation from Account M-560, Iowa Testing Program Salaries. The University further requested that Dr. William E. Coffman, presently with Educational Testing Service, be appointed to the position of E. F. Lindquist Professor of Educational Measurement, and Director of the Iowa Testing Programs, effective August 1, 1969. In the absence of questions or objections, the President declared the requests approved.

RESIGNATION. The resignation of Dale P. Scannell, Professor of Education and Director of Examination Services was reported effective July 13, 1969 to accept a position as Dean, School of Education, University of Kansas.

APPOINTMENT. The following appointment was confirmed by the Board.

Rolf T. Skrinde, Professor (indefinite) and Chairman, Department of Civil Engineering, College of Engineering; appointment effective July 1, 1969, at a salary of \$25,000 plus insurance programs on a 12-month basis; salary to be paid as follows: Account A376--\$19,500/Account Q745--\$5,500 (Exhibit).

MAJOR IN DENTAL HYGIENE. The University requested approval for the establishment of a major in Dental Hygiene with the Degree to be Bachelor of Science

in the College of Liberal Arts. This recommendation was developed by the Educational Policies Committee, College of Liberal Arts, on March 17, 1969. It was reported that this program would be a shift from the pure major in science in that it involves courses in literature, social science, natural science and foreign languages in addition to the required courses in dental hygiene, plus additional courses recommended by the Council on Dental Education. The degree would require 126 semester hours.

MOTION: Mr. Wallace moved that the University be authorized to establish a major in dental science with the degree of Bachelor of Science in the College of Liberal Arts. The motion was seconded by Mr. Loss. In the absence of comment or objection the President declared the motion passed.

REGISTER OF CAPITAL IMPROVEMENTS. The Executive Secretary reported that the Register of Capital Improvement Business Transactions had been filed with him; that it appeared to be in order; and that the following contract awards were recommended:

Currier Hall Entrance Revisions and Landscaping

Tom Alberhasky, Iowa City	\$ 41,146.40
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Ophthalmology Addition, General Hospital

General Construction, Viggo M. Jensen & Company, Iowa City	132,584.00
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Mechanical Construction, C & L Plumbing & Heating Inc., Iowa City	71,897.00
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Electrical Construction, O'Brien Electrical Contractors, Inc., Iowa City	21,838.00
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Installation of Air-Conditioning and Heating Units, East  
Section, Center Corridor, General Hospital

Mechanical, Modern & Puth, Inc., Cedar Rapids	49,947.00
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Electrical, P. E. Fowler Electric Company, Cedar Rapids	2,989.00
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In the absence of questions or objections the President declared the Register approved and authorized the Executive Secretary to sign the contracts as indicated above.

ADJUSTMENTS IN 1968-69 ANNUAL BUDGET AND STATUTORY BUDGET CEILING FOR THE 1967-69 BIENNIUM. The University submitted for approval a request for an increase in the 1968-69 University Hospital, Psychopathic Hospital and State Bacteriological Laboratory operating budgets and biennial budget ceilings.

In the absence of questions or objections the President declared the revised budgets and budget ceilings approved.

State Board of Regents  
Budget Increase and/or Biennial Ceiling Increase

Budget and/or Ceiling Adjustment No. 3  
Date: 4/11/69

The University of Iowa  
University Hospital 1967-69

		<u>Budget Change</u>	<u>Adjusted Budget</u>	<u>Ceiling Change</u>	<u>Adjusted Ceiling</u>
Statutory Biennial Ceiling					\$31,475,000
Summary of prior adjustments:					
Actual expenditures 1967-68	\$	--	\$16,936,988	\$	\$31,475,000
1) Adjustment (Approved 6/14/68)		248,500	(included above)	--	31,475,000
2) Original Budget (Approved 6/14/68)			18,532,154		
3) Adjustment (Approved 10/18/68)		35,642	18,567,796	4,029,784	35,504,784
4) Adjustment (Approval requested 4/11/69)		975,000	19,542,796	975,000	36,479,784
		<u>\$1,259,142</u>	<u>\$36,479,784</u>	<u>\$5,004,784</u>	<u>\$36,479,784</u>

Need for Budget and/or Ceiling Increase

To cover additional needs for salaries, general expense, equipment and repairs, replacements, and alterations.

Source of Funds

Funds for the 1968-69 budget increase are available from income in excess of the estimates in the legislative askings as follows:

Non-indigent patients income (increase patient days)	\$765,000
Cash collections on indigent patients	<u>210,000</u>
	<u>\$975,000</u>

Budget and/or Ceiling Adjustment No. 2  
Date: 4/11/69

The University of Iowa

Psychopathic Hospital 1967-69

Statutory Biennial Ceiling \$ 4,262,000

	<u>Budget</u> <u>Change</u>	<u>Adjusted</u> <u>Budget</u>	<u>Ceiling</u> <u>Change</u>	<u>Adjusted</u> <u>Ceiling</u>
Summary of prior adjustments:				
Actual expenditures 1967-68	\$	\$ 2,058,707	\$	\$ 4,262,000
1) Original Budget 1968-69 (Approved 6/14/68)		2,240,843		4,262,000
2) Adjustment (Approved 10/18/68)	6,434	2,247,277	43,984	4,305,984
3) Adjustment (Approval requested 4/11/69)	45,000	2,292,277	45,000	45,000
	<u>\$ 51,434</u>	<u>\$ 4,350,984</u>	<u>\$ 88,984</u>	<u>\$ 4,350,984</u>

Need for Budget and/or Ceiling Increase

To cover the additional general expense needs consisting primarily of patients' meals.

Source of Funds

Funds for the budget and ceiling increases are available from private patient income in excess of the estimates in the legislative askings. The additional income is the result of broader insurance coverage of state patients admitted.

Budget and/or Ceiling Adjustment No. 2  
Date: 4/11/69

The University of Iowa

State Bacteriological Laboratory 1967-69

Statutory Biennial Ceiling \$ 1,404,000

	<u>Budget</u> <u>Change</u>	<u>Adjusted</u> <u>Budget</u>	<u>Ceiling</u> <u>Change</u>	<u>Adjusted</u> <u>Ceiling</u>
Summary of prior adjustments:				
Actual expenditures 1967-68	\$	\$ 671,705	\$	\$ 1,404,000
1) Original Budget 1968-69 (Approved 6/14/68)		754,408		
2) Adjustment (Approved 10/18/68)	3,104	757,512	25,217	1,429,217
3) Adjustment (Approval requested 4/11/69)	24,500	782,012	24,500	1,453,717
	<u>\$ 27,604</u>	<u>\$ 1,453,717</u>	<u>\$ 49,717</u>	<u>\$ 1,453,717</u>

Need for Budget and/or Ceiling Increase

To cover additional needs for general expense and equipment.

Source of Funds

Funds for the budget and biennial ceiling increases are available from reimbursed overhead and other income in excess of the estimates in the legislative askings.

JOHN F. MURRAY ENDOWMENT FUND. The University submitted for ratification a report of the changes in investment portfolio for the John F. Murray Endowment Fund for the quarter ending March 31, 1969. The Board noted that some of these changes were made without consulting the Investment Committee. After some discussion it was decided that investments with maturities longer than one year should have the approval of the Investment Committee. Short term investments could be made without prior approval. In the absence of any further discussion or objection, the President declared the changes shown below ratified.

John F. Murray Endowment Fund  
Changes in Investment Portfolio  
1-1-69 through 3-31-69

Purchased

- |     |             |   |
|-----|-------------|---|
| (1) | \$11,000.00 | U. S. Treasury Bills due 2-20-69 to yield 5.20%<br>Purchased on 1-27-69<br>Purchased at \$10,961.87 |
| (2) | \$ 5,500.00 | U. S. Treasury Notes 6% due 5-15-75 to yield 6%<br>Purchased on 2-28-69<br>Purchased at \$5,500.00  |
| (2) | \$ 2,400.00 | U. S. Treasury Notes 6% due 5-15-75 to yield 6%<br>Purchased on 3-15-69<br>Purchased at \$2,400.00  |
|     | 100 Shares  | Computer Time Sharing Common Stock<br>Purchased on 12-19-68<br>Purchased at \$1,200.00              |

	225 Shares	Merle Norman Cosmetics Inc. Common Stock Purchased on 1-22-69 Purchased at \$5,625.00
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- (1) Purchase was made by University Treasurer's Office without consulting the Investment Committee. It was a short term investment of currently idle funds while waiting for recommendations from the Merchants National Bank.
- (2) These investments of currently idle funds were made by the University Treasurer's office without consulting the Investment Committee. Until this date short term U. S. Treasury Bills were purchased but it was felt the fund would benefit by purchasing a portion of a security currently held by the Treasurer's Temporary Investment Fund. At the time a recommendation is received from the Merchants National Bank the security will be repurchased by the Treasurer's Temporary Investment Fund with interest earned

to date credited to the Murray Fund.

Securities Which Have Matured

\$13,000.00 U. S. Treasury Bills due 1-23-69  
 \$11,000.00 U. S. Treasury Bills due 2-20-69

Securities Sold

100 Shares Computer Time Sharing Common Stock  
 Sold on 3-11-69 for \$2,369.00

FIELDHOUSE REMODELING, PHASE I. Member Perrin introduced and caused to be read the resolution hereinafter set out entitled "Resolution providing for a notice of hearing on proposed plans, specifications and form of contract for the alteration of the Fieldhouse on the campus of the State University of Iowa." Member Perrin moved that said resolution be adopted, seconded by Member Loudon, and after due consideration thereof by the Board, the President put the question and, upon the roll being called, the following voted:

AYE: Loss, Loudon, Perrin, Quarton, Richards,  
 Rosenfield, Wallace, Wolf, Redeker

NAY: None

Whereupon the President declared the resolution duly adopted.

RESOLUTION

WHEREAS it is necessary for the comfort, convenience and welfare of the students of the State University of Iowa that the Existing Fieldhouse located on land owned by the State of Iowa on the campus of said University in Iowa City, Iowa, be altered, improved, and remodeled, which alterations will be suitable for the purposes for which said University was established, and which will be used as an integral part of the whole University function, all as contemplated by plans, specifications and detailed drawings therefor as prepared by Porter-Brierly Associates of Des Moines, Iowa, architects retained by this Board, as the same are now on file in the Office of the Secretary of the Board; and

WHEREAS the estimated cost of altering said Fieldhouse is \$700,000 and it is necessary to fix a time and place of hearing on said proposed plans, specifications and form of contract and to give notice thereof;

NOW, THEREFORE, Be It and It Is Hereby Resolved by the State Board of Regents of the State of Iowa as follows:

Section 1. That the proposed plans, specifications and proposed form of contract referred to in the preamble hereof be and the same are hereby adopted.

Section 2. That the 8th day of May, 1969, at 11:00 o'clock A.M. CDT in the Administration Building at the State School for the Deaf in the City of Council Bluffs, Iowa, is hereby fixed as the time and place of hearing on said proposed plans, specifications and form of contract as referred to in the preamble hereof.

Section 3. That the Secretary of this Board is hereby authorized and directed to give notice of said hearing on said proposed plans, specifications and form of contract by publication of such notice at least once in the "Press-Citizen", a legal newspaper published in the City of Iowa City, Iowa, and having a general circulation in said City, and also in the "Des Moines Register", a legal newspaper published in the City of Des Moines, Iowa, and having a general circulation throughout the State of Iowa, the first of which publications in each newspaper shall be made at least ten (10) days prior to the time of said hearing, all in conformity with Section 23.2 of the Code of Iowa, 1966. Said notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON PROPOSED  
PLANS AND SPECIFICATIONS AND PROPOSED  
FORM OF CONTRACT FOR THE ALTERATION  
OF THE FIELDHOUSE ON THE CAMPUS OF THE  
STATE UNIVERSITY OF IOWA.

\* \* \* \* \*

NOTICE IS HEREBY GIVEN that the State Board of Regents of the State of Iowa will meet in the Administration Building at the State School for the Deaf in the City of Council Bluffs, Iowa, on the 8th day of May, 1969 at 11:00 o'clock A.M. CDT, at which time and place a hearing will be held on the proposed plans and specifications and proposed form of contract for the alteration of the Fieldhouse on the campus of the State University of Iowa, in the City of Iowa City, Iowa. At said hearing interested persons may file objections to said proposed plans and specifications, to the proposed form of contract, or to the cost of said improvement. The proposed plans and specifications and proposed form of contract are now on file in the Office of the Secretary of the State Board of Regents, State Office Building, Des Moines, Iowa, where they may be inspected by interested parties.

By order of the State Board of Regents this 10 day of April, 1969.

IOWA STATE UNIVERSITY

The following business pertaining to Iowa State University was transacted on April 11, 1969.

REGISTER OF PERSONNEL CHANGES. The actions reported in the Register of Personnel Changes for March, 1969 were ratified by the Board.

RESIGNATION. The resignation of Marjorie S. Garfield, Professor and Head, Department of Applied Arts, College of Home Economics, was announced effective June 30, 1969. Professor Garfield is planning to retire from academic work.

APPROVAL OF EASEMENTS TO THE CITY OF AMES, IOWA. The University requested authority to permit the City of Ames to install a storm sewer line across university property and to install two storm sewer outlets on university property to empty into Squaw Creek. An easement for each of the three storm sewer projects is shown below. The easements are in standard form containing all the necessary provisions as required by the Attorney General's office and the Board of Regents.

MOTION: Mr. Louden moved that the University be authorized to enter into the three Agreements with the City of Ames and that the Executive Secretary be authorized to sign the Easements pending approval of the Executive Council. The motion was seconded by Mr. Loss. On roll call vote the vote was as follows:

AYE:	Loss, Louden, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace, Wolf
NAY:	None
ABSENT:	None

EASEMENT FOR STORM SEWER - CITY OF AMES, IOWA.

The State Board of Regents, for and in consideration of the payment of One Dollar (\$1.00) and other considerations as herein contained, hereby

grants to the City of Ames, Iowa, the right to construct, reconstruct, operate, maintain, repair and remove a storm sewer in the location as hereinafter described and shown on the plat attached hereto and made a part hereof, over, across and under the property of the State of Iowa used by Iowa State University of Science and Technology, and located in the Northeast Quarter of Section 8, Township 83 North, Range 24 West of the 5th P.M. so long as the said City operates and maintains said storm sewer after its installation:

A strip of land ten (10) feet in width, lying five (5) feet on each side of a line described as beginning in the South line of Lot-11-Vivian G. Coy subd. to the City of Ames, Iowa, at a point 10 ft. West of its S.E. cor. thence South 72.5 ft., thence S. 42° 20' E 112 ft., all in the City of Ames, Story County, Iowa.

The foregoing right is granted upon the following express conditions, the breach of any of which will give the State Board of Regents the right and power to re-enter.

(1) That the said City shall construct, operate and maintain said storm sewer in a manner consistent with normal and accepted practices of the industry;

(2) That upon completion of said construction or upon completion of any reconstruction, repair, maintenance, or removal of said storm sewer the said City shall replace, restore, or pay to the satisfaction of the Iowa State University any and all damage to the property of said State of Iowa which shall be occasioned by the said construction, reconstruction, repair, maintenance, operation or removal of said storm sewer through the premises above-described;

(3) That said City will protect, indemnify and save harmless the State of Iowa, the State Board of Regents and Iowa State University from any and all claims, demands, judgments, loss, cost or expense for injury to or death of persons, or damage to property of any person whomsoever (including employees and representatives of both parties hereto) in any manner arising from or growing out of the negligence of the said City, its agents, servants or employees, in the construction, maintenance, repair, existence, use or removal of said storm sewer herein permitted;

(4) That none of the cost of constructing, reconstructing, operating, maintaining or repairing said storm sewer shall be charged or assessed against adjacent property of the State Board of Regents, Iowa State University of Science and Technology, or the State of Iowa;

(5) That said City shall not transfer or assign this easement or any interest or right therein without the written consent of the grantor, nor shall the consent of the grantor to such assignment be construed to give the assignee any other or greater or different rights than those hereby given to said City;

(6) In the event the said City or any assignee thereof discontinues the operation and maintenance of said storm sewer this easement shall terminate, and said City or assignee shall, if requested by said Board, remove its storm sewer and appurtenances from the locations hereinbefore described.

EASEMENT FOR STORM SEWER AND TEMPORARY ENCROACHMENT PERMIT - CITY OF AMES,  
IOWA.

The State Board of Regents, for and in consideration of the payment of One Dollar (\$1.00) and other considerations as herein contained, hereby grants to the City of Ames, Iowa, the right to construct, reconstruct, operate, maintain, repair and remove a storm sewer in the location as hereinafter described and shown on the plat attached hereto and made a part hereof, over, across and under the property of the State of Iowa used by Iowa State University of Science and Technology, and located in the Southeast Quarter (SE1/4) of Section 3, Township 83 North, Range 24 West of the 5th P.M. so long as the said City operates and maintains said storm sewer after its installation:

A strip of land ten (10) feet in width, lying five (5) feet on each side of a line described as beginning in the Westerly line of Riverside Drive at its intersection with the centerline of 4th Street extended, thence continuing along the centerline of 4th Street extended 85.0 feet, all in the City of Ames, Story County, Iowa.

The State Board of Regents for the considerations named above further grants to said City of Ames, Iowa, a temporary permit to encroach upon property of the State of Iowa used by Iowa State University and described as:

A strip of land fifteen (15) feet in width on the West and Northwesterly side of Riverside Drive beginning at the North line of Third Street, extended, thence North and Northeasterly to the South right-of-way line of the C and N. W. Railway, as shown on the attached Encroachment plat, for the sole purpose of supporting and improving the embankment along Riverside Drive prior to constructing paving in Riverside Drive.

The foregoing rights are granted upon the following express conditions, the breach of any of which will give the State Board of Regents the right and power to re-enter:

- (1) That the said City shall construct, operate and maintain said storm sewer in a manner consistent with normal and accepted practices of the industry;
- (2) That upon completion of said construction or upon completion of any reconstruction, repair, maintenance, or removal of said storm sewer the said City shall replace, restore, or pay to the satisfaction of the Iowa State University any and all damage to the property of said State of Iowa which shall be occasioned by the said construction, reconstruction, repair, maintenance, operation or removal of said storm sewer through the premises above-described;
- (3) That said City will protect, indemnify and save harmless the State of Iowa, the State Board of Regents and Iowa State University from any and all claims, demands, judgments, loss, cost or expense for injury



to or death of persons, or damage to property of any person whomsoever (including employees and representatives of both parties hereto) in any manner arising from or growing out of the negligence of the said City, its agents, servants or employees, in the construction, maintenance, repair, existence, use or removal of said storm sewer herein permitted;

(4) That said City shall not transfer or assign this easement or any interest or right therein without the written consent of the grantor, nor shall the consent of the grantor to such assignment be construed to give the assignee any other or greater or different rights than those hereby given to said City;

(5) In the event the said City or any assignee thereof discontinues the operation and maintenance of said storm sewer this easement shall terminate, and said City or assignee shall, if requested by said Board, remove its storm sewer and appurtenances from the locations hereinbefore described.

#### EASEMENT FOR STORM SEWER - CITY OF AMES, IOWA.

The State Board of Regents, for and in consideration of the payment of One Dollar (\$1.00) and other considerations as herein contained, hereby grants to the City of Ames, Iowa, the right to construct, reconstruct, operate, maintain, repair and remove a storm sewer in the location as hereinafter described and shown on the plat attached hereto and made a part hereof, over, across and under the property of the State of Iowa used by Iowa State University of Science and Technology, and located in the Southeast Quarter (SE-1/4) of Section 3, Township 83 North, Range 24 West of the 5th P.M. so long as the said City operates and maintains said storm sewer after its installation:

A strip of land ten (10) feet in width, lying five (5) feet on each side of a line described as beginning in the Northwesterly line of Riverside Drive at a point 179.73 feet Northeasterly from the intersection of the West and Northwesterly lines of Riverside Drive, thence Northwesterly 39.0 feet at right angles to the said Northwesterly line, all in the City of Ames, Story County, Iowa.

The foregoing right is granted upon the following express conditions, the breach of any of which will give the State Board of Regents the right and power to re-enter:

(1) That the said City shall construct, operate and maintain said storm sewer in a manner consistent with normal and accepted practices of the industry;

(2) That upon completion of said construction or upon completion of any reconstruction, repair, maintenance, or removal of said storm sewer the said City shall replace, restore, or pay to the satisfaction of the Iowa State University any and all damage to the property of said State of Iowa which shall be occasioned by the said construction, reconstruction, repair, maintenance, operation or removal of said storm sewer through the premises above-described;

(3) That said City will protect, indemnify and save harmless the State of Iowa, the State Board of Regents and Iowa State University from any and all claims, demands, judgments, loss, cost or expense for injury to or death of persons, or damage to property of any person whomsoever (including employees and representatives of both parties hereto) in any manner arising from or growing out of the negligence of the said City, its agents, servants or employees, in the construction, maintenance, repair, existence, use or removal of said storm sewer herein permitted;

(4) That said City shall not transfer or assign this easement or any interest or right therein without the written consent of the grantor, nor shall the consent of the grantor to such assignment be construed to give the assignee any other or greater or different rights than those hereby given to said City;

(5) In the event the said City or any assignee thereof discontinues the operation and maintenance of said storm sewer this easement shall terminate, and said City or assignee shall, if requested by said Board, remove its storm sewer and appurtenances from the locations hereinbefore described.

INSTALLATION OF SELF-SERVICE POSTAL UNIT. The Vice President for Business and Finance reported that the Post Office Department wishes to install a self service postal unit on the Iowa State University Campus between Beardshear Hall and the Hub. If such action is permitted the University would build the base for the unit and supply the utilities at an approximate cost of \$4,000.00. He stated that the Post Office Department wishes to execute a lease no later than May 1. The University could see no real need for such an installation and observed further that if one were installed it should be near the dormitories.

MOTION:

Mr. Richards moved that the request of the Post Office Department to install a self-service postal unit on the Iowa State University campus be denied. The motion was seconded by Mr. Loss. On roll call vote the vote was as follows:

AYE:	Loss, Loudon, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace, Wolf
NAY:	None
ABSENT:	None

PARKING LOT IMPROVEMENT PROGRAM FOR 1969. The University requested approval to initiate a Parking Lot Improvement Program involving seven lots with a parking capacity for 640 vehicles. The project description and preliminary cost estimate is shown below.

MOTION: Mr. Perrin moved that the University be authorized to initiate a 1969 Parking Lot Improvement Program. The motion was seconded by Mr. Quarton. On roll call vote the vote was as follows:

AYE: Loss, Louden, Perrin, Quarton, Redeker,  
Rosenfield, Wallace, Wolf  
NAY: Richards  
ABSENT: None  
The motion carried.

PARKING LOT IMPROVEMENTS - 1969. PROJECT DESCRIPTION AND PRELIMINARY ESTIMATE. April 10-11, 1969.

This project consists of the upgrading of parking lots with capacities of 640 cars.

The lots to be upgraded are now cinder surfaced, have poor or no drainage and practically no lighting. It is proposed by this project to equip these lots with curbs, gutters, adequate drainage, and then surface them with asphaltic concrete, mark lanes by paint and divider curbs. Lighting by means of mercury vapor lights would be provided.

Lots to be upgraded would include:

MRA Lot  
Metals Development Building Lot Extension  
Morrill Hall Lot  
Child Development Building Lots - north and south  
Agricultural Engineering Building - service court and garage area  
Riggs Court Lot  
Service drive, walkway - Bissell Road to Sheldon Avenue

The parking area around Building B is to be repaired and given a wear coat of asphaltic concrete.

Preliminary Estimate

Asphaltic concrete surfacing	\$ 94,000
Grading	9,000
Lights, laning and marking	12,000
Engineering and contingencies	3,000
	<hr/>
	\$ 118,000

Source of Funds:	
Parking permit fees	\$ 118,000

April 10-11, 1969

## NEW HORTICULTURE FARM (62nd G.A.) - REVISED PROJECT DESCRIPTION.

The University submitted for approval a revised project description and estimated project cost for the new Horticulture Farm. The project description differs from that approved in October 1967 only in that an irrigation system has been added at a cost of \$37,000.00. The estimated project cost differs from the original in that more federal funds have been made available for this project, as shown below. The increased federal funding exceeds the cost of the added irrigation system and it was pointed out that any savings realized on this project would be savings of State appropriations since the Federal funds will be used in full. The new and revised estimates are therefore as follows:

	<u>Oct. 1967</u>	<u>April 1969</u>
Estimated Project Cost	278,000	359,642
Source of Funds		
62nd G.A. Capital Appropriation	220,000	220,000
PL 88-74 Funds (Grant #12-15-68-27)	<u>58,000</u>	<u>139,642</u>
	278,000	359,642

## MOTION:

Mr. Louden moved that the Revised Project Description and estimated Project Cost for the new Horticulture Farm be approved as presented by the University. The Motion was seconded by Mr. Perrin. In the absence of any objection the President declared the motion passed.

LEASE OF UNIVERSITY PROPERTY TO THE AMES GOLF AND COUNTRY CLUB. The University requested authority to lease to the Ames Golf and Country Club a rectangle of land 300 feet by 750 feet, legal description of which is as follows:

April 10-11, 1969

Part of the SW 1/4 of the SE 1/4 of Section 9, Township 83 North, Range 24 West, being more particularly described as follows: The South 300 feet of the West 750 feet of a tract of land owned by Iowa State University, which land lies immediately North of and adjacent to land owned by the Ames Golf and Country Club in Story County, Ames, Iowa, containing 5.17 Acres more or less.

The proposed lease would be for a 10 year period with a cancellation option upon one year notification from either party. Rental would be \$500.00 per year. The University estimates that the current value of the land as pasture would not exceed \$250.00 per year.

MOTION: Mr. Quarton moved that the University be authorized to lease the tract indicated above to the Ames Golf and Country Club. The motion was seconded by Mr. Wallace. On roll call vote the vote was as follows:

AYE:	Loss, Louden, Perrin, Quarton, Redeker, Richards, Rosenfield, Wallace
NAY:	None
PASS:	Wolf
ABSENT:	None

The motion carried.

DRIVER TRAINING RANGE - PROJECT BUDGET. In October, 1968 the Board authorized the University to enter into a joint contract with the Ames Community School District and the Department of Public Instruction for the construction of a Driver Training Range. The University now submitted the project budget, as shown below, for approval, with funding to be handled by the State Department of Public Instruction. It was also recommended that the construction award be made to the Iowa Road Builders Company. This was approved under the Register of Capital Improvement Transactions shown below.

April 10-11, 1969

## DRIVER TRAINING RANGE - PROJECT BUDGET - April 10-11, 1969.

Bids received April 3, 1969

Account No.: 500-00-66

Construction contract		
Iowa Road Builders Company	\$	81,609.79
(includes grading, paving, curbing, fending, drainage and seeding)		
Engineering and Supervision		4,500.00
Physical Plant Expense (estimate)		
Lighting and Electric Service	\$	4,000.00
Communication equipment		<u>1,600.00</u>
		5,600.00
Contingencies and Miscellaneous Expense		<u>4,420.21</u>
Total Budget	\$	96,130.00

## SOURCE OF FUNDS:

Grant - State Department of Public Instruction	\$	96,130.00
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REGISTER OF CAPITAL IMPROVEMENT BUSINESS TRANSACTIONS. The Executive Secretary reported that the Register of Capital Improvement Business Transactions for March, 1969 had been filed with him, that it appeared to be in order, that five contract awards as listed below were recommended, some of which require a word of explanation.

A. An amended Fieldhouse-Auditorium Project Budget was submitted containing a recommended award to James Thompson and Sons for elevated walks and site work, Project B. This amended project budget is within the total dollar amount of the original budget but contains internal changes. A copy is on file with the official Minutes of this meeting.

B. An amended Project Budget for the Auditorium Theatre construction was filed showing an increase of \$35,000.00 on this project and recommending an award for elevated walks and site work, Project A, to Martin K. Eby Construction Co. This budget is also on file with the Minutes.

C. The Highway Commission also asked concurrence in two awards for institutional road projects.

April 10-11, 1969

D. The Project Budget for the Driver Training Range, noted above, also contained a recommended construction contract award to the Iowa Road Builders Company. Total contract awards recommended are therefore as follows:

<u>Contractor</u>	<u>Project Title</u>	<u>Contract Type</u>	<u>Amount</u>
<u>Contract Awards Recommended:</u>			
Iowa Road Builders	Driver Training Range (Grant, State Department of Public Instruction)	General	\$ 81,609.79
Martin K. Eby Company	Iowa State Center - Ele- vated Walks and Sitework Project A (Special Funds)	General	\$ 148,739.00
James Thompson and Sons	Iowa State Center - Elevated Walks and Sitework Project B (Special Funds)	Gen.	\$ 110,500.00

The following two contracts will be awarded by the Iowa State Highway Commission. Concurrence by the Board of Regents is requested.

Jackson Construction Company, Nevada, Iowa	Pammel Drive Extension	General	\$ 67,225.40
Jackson Construction Company	Union Drive Widening	General	\$ 35,941.70

**MOTION:**

Mr. Wallace moved that the amended Project Budgets and the recommended contract awards be approved and that the Executive Secretary be authorized to sign the contracts indicated above. The motion was seconded by Mr. Loudon. On roll call vote the vote was as follows:

AYE: Loss, Loudon, Perrin, Quarton, Redeker,  
Richards, Rosenfield, Wallace, Wolf  
NAY: None  
ABSENT: None  
The motion carried.

COURT FINDINGS RE OPEN ROAD DISPUTE. On February 18, 1969 a suit against Iowa State University brought by Erban A. Hunziker, et. al., regarding an "open road" running north from Old Lincoln Road along university property was tried in Story County District Court. On March 12, 1969 the Court ruled that this road is a dedicated, public road. Involved is a strip of university property 16 feet wide and 1007 feet long. The Attorney General's opinion is that there is nothing damaging in the decree and that appeal would therefore be inadvisable.

## MOTION:

Mr. Quarton moved that the recommendation of the Attorney General be accepted. The motion was seconded by Mr. Perrin and passed.



UNIVERSITY OF NORTHERN IOWA

The following business pertaining to the University of Northern Iowa was transacted on April 10, 1969.

REGISTER OF PERSONNEL CHANGES. The actions reported in the Register of Personnel Changes for March, 1969 were ratified by the Board.

CHANGES IN APPOINTMENTS. The following two changes in appointments were reported by the University:

Thomas G. Ryan from Assistant Professor of History to Assistant Professor of History and Coordinator of Minority Group Education and Special Services, effective March 1, 1969. For the period March 1 to June 30, 1969, the salary rate is \$12,100.00 on a 9-months basis; after July 1, 1969, it is \$16,000.00 on a 12-months basis plus the usual fringe benefits.

Thomas H. Thompson from Professor of Philosophy to Professor of Philosophy and Head of the Department of Philosophy and Religion, effective September 1, 1969, at a salary to be determined when the 1969-70 budget is prepared.

APPOINTMENTS. The following two appointments were announced by the University:

Roger J. Hanson as Professor of Physics and Head of the Department of Physics and Earth Science, effective September 1, 1969, at a salary of \$16,500.00 for the academic year plus the usual fringe benefits.

Henry Johnson as Director of the University Center in Waterloo at a salary rate of \$14,000.00 (12-months basis) plus the usual fringe benefits, effective March 1, 1969, on a one-fourth-time basis and after June 16, 1969, on a full-time basis.

DEPARTMENTAL REORGANIZATION. The University requested authority to make the following changes in departmental organization:

A. To establish a Department of Philosophy and Religion effective July 1, 1969 to carry on the work in those disciplines now offered through the Department of English Language and Literature.

B. To divide the Department of Business and Business Education into two departments effective July 1, 1969, as follows: Department of Business, Department of Business Education and Office Administration. These changes were approved by the Board.

REQUEST FOR HEARING BY MR. CHARLES PINCH. The Board considered a request by Mr. Charles A. Pinch submitted through his attorney Norman William Seemann of Waterloo for an oral hearing before the Board and the award of the degree of Bachelor of Arts from the University of Northern Iowa. The degree was not awarded by the University because Mr. Pinch failed the comprehensive examinations taken in April, 1966. The Board noted the detailed history of the case, including appeals by Mr. Pinch to the instructor, the department head, the Dean of Instruction, the President of the University, the Faculty Senate, and two requests to the State Board of Regents for a hearing. Both requests to the Board were denied, one in April, 1967, and one in June, 1967, on the basis of the Board policy that degrees are not awarded except on recommendation of the faculty and the university concerned.

The Board requested President Maucker's opinion of the case. He stated that he considered it unwise for the Board to deviate from its current policy. He felt that Mr. Pinch should retake the comprehensive examinations and, if he still felt aggrieved, should follow the Procedure for Redress of Student Grievances. These grievance procedures were not in effect when Mr. Pinch originally took the comprehensive examination. Dr. Maucker stated that this procedure would apply to a student of UNI or a

former student, regardless of whether or not he had completed all the course requirements for a degree.

MOTION: Mr. Richards moved that the recommendation of President Maucker be accepted and that the hearing request of Mr. Charles A. Pinch be denied. The motion was seconded by Mr. Loudon and passed unanimously.

NEGOTIATION WITH CEDAR FALLS SCHOOL BOARD CONCERNING TUITION AT PRICE LABORATORY SCHOOL. President Maucker reported on the status of negotiations under which the university is attempting to obtain an increase in the tuition paid by the Cedar Falls School Board for pupils attending the Price Laboratory School. The tuition is presently \$100 per pupil per year, but the School Board is receiving State Aid per pupil of \$135 which, when added to return of state income tax brings the per pupil return to the School Board to \$195. The University is seeking a tuition increase which would bring the tuition to an amount at least equal to the state aid received by the Cedar Falls School Board plus a percentage of the difference between state aid and the cost of instruction in the Cedar Falls schools which approximates \$500 per pupil per year. A motion was made that the university continue to negotiate along these lines but the motion was later withdrawn when it was pointed out that the University of Iowa is engaged in similar negotiations at Iowa City and that perhaps a fixed formula approach would be inadvisable since the outcome will probably be different for both schools. The School Board feels that since the University is a non taxpaying industry it contributes to the fact that the Cedar Falls school district valuation per pupil is fourth lowest in the state, and that low tuition accomodates in some measure for this fact. Negotiations are continuing and the Board will be kept advised.

PROPERTY PURCHASE - CHRISTENSEN FARM LAND. The University has for some time been seeking to buy 80 acres of land owned by Robert L. and Edna Christensen as part of the Master Plan for Campus Development. Two Appraisals were used, as per policy, one, for \$2,250 per acre and the other, for \$2,500 per acre, for an average of \$2,375. Mr. Christensen wishes to sell the East 40 acres, at a price of \$2,362.50 per acre, which is below the average of the two appraisals used. Mr. Christensen wishes only part of the purchase price in cash with the University to pay 3% interest on the unpaid balance. The total cost of the tract would be \$94,500. Board members inquired whether this money was part of any unexpended balance reported to the Legislature which may have to be used later to finance University operations. They were advised that it is not and that payment is to be from Dorm Funds. The Board further questioned whether any discussion had taken place relative to options on the remaining 40 acres. They were advised that no discussions were under way.

## MOTION:

Mr. Wallace moved that the University be authorized to purchase the 40 acres of land in question at a total price of \$94,500. The motion was seconded by Mr. Loss. On roll call vote the voting was as follows:

AYE: Wallace, Loss, Quarton, Wolf, Rosenfield

NAY: Richards, Perrin, Loudon

ABSENT: Redeker

The motion carried.

BAKER HALL CONVERSION TO CLASSROOM AND OFFICE BUILDING. At the March meeting the University proposed that the dormitory system be reimbursed for the space in Baker Hall that is to be used for classroom and office purposes on the basis of the net income per occupant in Baker Hall in fiscal year 1967-68. That figure was \$78 per pupil or a total of \$9,984.00.

The Board directed the Board office to determine whether this was an equitable figure. At this meeting the Executive Secretary recommended that the reimbursement to Baker Hall be on the basis of the average net income per student which was \$96.60, for the entire dormitory system rather than simply that of Baker Hall. He stated that this policy would eliminate the contention that the University is not paying its fair share to the dormitory system and would also make payments more in line with charges which would be made for rental of commercial space. He recommended that this payment be reviewed and adjusted annually. This policy if adopted would make the current annual payment to the dormitory system \$12,365 rather than the \$9,984 which the University recommended.

## MOTION:

Mrs. Rosenfield moved that the University be asked to proceed with reimbursement to the dormitory system for Baker Hall on the basis of \$12,365.00 per year with the understanding that there will be annual reappraisals and adjustments of this figure based on income and expenditures for the entire residence hall system for single students. The motion was seconded by Mr. Perrin. On roll call vote the vote was as follows:

AYE: Wallace, Loss, Quarton, Wolf, Rosenfield,  
Richards, Perrin, Loudon, Redeker

NAY: None

ABSENT: None

The motion carried.

MARRIED STUDENT HOUSING - CONTRACT FOR ARCHITECTURAL SERVICES. The University requested authority to enter into two contracts with John Stephens Rice, Architect, Des Moines, Iowa, for architectural services in connection with married student housing. The first contract, in the amount of \$40,000, would cover the furnishing of a site development plan for 1,000 units of married student housing including grading, utilities, walks, drives, parking, playgrounds, and schematic plans for residence units and a

laundry building. The second contract, for \$95,000, would cover the furnishing of architectural services in connection with the construction of 300 units of married student housing. \$12,000 of the \$40,000 for Master Planning is chargeable to the project at hand. This figures out to 3-1/4% for Preliminary Planning. Copies of these two Contracts are attached to and made a part of the official Board Minutes on file in the Board Office.

LEASE OF OFF CAMPUS SPACE - ART DEPARTMENT. The University requested authority to negotiate for the lease of a warehouse building at 1924 Main Street containing approximately 16,297 square feet of space for use by the Art Department. It was explained that the large areas involved and the wide doors are particularly suited to the use of the Art Department and that schedules can be arranged so that students will make a minimum number of 1 mile trips from the campus to the proposed building. The University requested authority to negotiate on the basis of \$1.00 per square foot for a 5-year lease with results to be brought back to the Board for approval.

MOTION: Mr. Perrin moved that the University be authorized to negotiate only for the space described above. The motion was seconded by Mr. Loss. In the absence of any objection the President declared the motion passed.

CITY OF CEDAR FALLS, 1969 PAVING PROGRAM. The Board Office and the University were informed by the City of Cedar Falls of an intention to pave the South Main Street Road in Cedar Falls. The University holds property on both sides of the road and the estimated assessment to the state of Iowa was reported to be \$13,204.00. The City Council of Cedar Falls will hold a hearing on April 14, 1969 at which objections if any may be heard.

MOTION: Mr. Quarton moved that the Board interpose no objection to the paving assessment described above. Motion was seconded by Mr. Louden. In the absence of objection the President declared the motion passed.

UNIVERSITY UNION - EXTENSION OF CONTRACT COMPLETION DATE.

MOTION: Mr. Wolf moved that the resolution set out below extending the completion date for the University Union be adopted by the Board. The motion was seconded by Mr. Perrin. In the absence of any objection the President declared the motion passed.

(RESOLUTION:)

Regarding University Union, Unit I, DHUD Project No. CH-Iowa-85(s), in accordance with Item 103-9 of the Specifications and the Notices to Proceed issued to the prime contractor, the contract completion date is extended from December 20, 1968 to the date of occupancy April 7, 1969, and such extension has not affected the project costs or incurred additional costs which affect government participation in the project.

STEAM SERVICE TO NEW PHYSICAL EDUCATION BUILDING. Bid Tabulations for the above project were reviewed by the Board. Mr. Louden then moved the adoption of the Resolution shown below. The motion was seconded by Mr. Perrin and passed.

(RESOLUTION:)

It is the intent of the State Board of Regents to award at their meeting on May 9, 1969 a contract to Oscar Hansen & Son for construction of steam service to the New Physical Education Building with decision at that time regarding acceptance of Alternatives I or II.

REGISTER OF CAPITAL IMPROVEMENT BUSINESS TRANSACTIONS. The Executive Secretary reported that the Register of Capital Improvement Business Transactions for March, 1969 had been filed with him, that it appeared to be in order and that two revised project budgets with two associated contracts were recommended for award as follows:

A. Women's Gymnasium Rewiring. This project was routinely approved on January 28, 1969 with a project budget of \$15,000.00. The revised budget on file in the Board Office increases this to \$16,000 with changes in expenditures as follows:

Contract	+ \$ 1,441.00
Contingencies	-       441.00
Total increase	<u>          \$ 1,000.00</u>

Source of funds for the added \$1,000 is University RR&A.

B. Seeding and Sodding New Physical Education Exterior Activity Areas. The sodding and seeding portion of this project budget has been carried as \$120,000.00. The revised budget reduces this figure by \$4,500.00. Revised project budget totalling \$115,500 is shown below. No previous detailed budget for this element of the Physical Education Exterior Activities Areas Project has been available.

Revised Project Budget

Estimated Expenditures:

Contract work	\$ 109,710
Physical Plant Work	3,500
Contingencies	<u>2,290</u>
Total	\$ 115,500

Source of Funds:

Provided for in the project budget for  
PHYSICAL EDUCATION EXTERIOR ACTIVITY AREAS

Construction contracts recommended for award are as follows:

Fandel, Inc. rewiring in Women's Gymnasium Building	\$ 14,441
Harvester Landscape Service, Physical Education Exterior Activity Areas Sodding and Seeding	\$ 109,710

MOTION:

Mr. Perrin moved that the revised project budgets and the contract awards specified above be approved and the Executive Secretary authorized to sign the contracts. The motion was seconded by Mr. Wallace. In the absence of any objection the President declared the motion passed.



WIDENING OF HIGHWAY 58. The University presented a Proposed contract with the City of Cedar Falls which would cede to the City a strip of land along Highway 58 involving approximately .22 of an acre at a price of \$10,575. The University recommended approval of the contract in the interest of widening the highway. A copy of this contract is on file in the Board Office.

MOTION: Mr. Wallace moved that the land indicated be conveyed to the City of Cedar Falls and that the Executive Secretary be authorized to sign the contract. The motion was seconded by Mrs. Rosenfield. On roll call vote the vote was as follows:  
 AYE: Wallace, Loss, Quarton, Wolf, Rosenfield,  
 Richards, Perrin, Loudon, Redeker  
 NAY: None  
 ABSENT: None  
 The motion carried.

RIGHT OF ENTRY CONTRACT. The University presented a Proposed contract with the City of Cedar Falls permitting entry to University property for the purpose of grading and shaping said area to conform to curb grade. This is part of the Highway 58 widening project but does not involve the same area as that described above for purchase.

MOTION: Mr. Wallace moved that the Right of Entry Contract with the City of Cedar Falls be approved and that the Executive Secretary be authorized to sign the contract. The motion was seconded by Mr. Perrin. In the absence of objection the President declared the motion passed.

BLACK STUDENTS ROOM IN UNIVERSITY UNION. Some Board members questioned a report that a room in the University Union had been reserved for the exclusive use of black students. Since this is a public building question arose as to whether such reservation was justified. President Maucker advised that the room did not belong to the black students but that they had helped to decorate it, that they have priority on its use, but that it can be used

April 10-11, 1969

by other students. He conceded that this is something of a deviation but stated that it is not an exclusive set-aside. He further advised that the Union Policy Board will review the matter at the end of the school year.

## IOWA SCHOOL FOR THE DEAF

The following business pertaining to the Iowa School for the Deaf was transacted on April 10, 1969.

REGISTER OF PERSONNEL CHANGES. The Register of Personnel Changes for the month of March, 1969 were ratified by the Board.

REGISTER OF CAPITAL IMPROVEMENTS BUSINESS TRANSACTIONS. The Executive Secretary reported that the Register of Capital Improvements Business Transactions had been filed with him; that it appeared to be in order; and that no contract awards were recommended.

POWERHOUSE REPLACEMENT - REVISED PROJECT BUDGET. The Superintendent requested that the budget for the above project be revised to add \$252.57. This amount represents funds left over in the Parking Lot Repair Account which are requested to be transferred to the Powerhouse Replacement Account.

MOTION: Mr. Loudon moved that the Revised Budget and the transfer of funds as indicated above be approved. The motion was seconded by Mr. Perrin. In the absence of any objection the President declared the motion passed.

INCREASE IN BIENNIAL BUDGET CEILING. The Superintendent requested that the Biennial Budget Ceiling for the school be increased by \$23,500.00. The Revised Budget is as shown below. Board members questioned why funds under the National School Lunch and Milk Program were not budgeted and were advised that this was because federal funding is uncertain. An explanation of the use of the increased funds presented at the Board

meeting showed that of the \$23,500, \$5,000 would be allotted to food service. Members questioned why only \$5,000 of the \$15,000 National School Lunch money was being put into food services. The school advised that the balance had already been contributed from school operating funds and that the national grant enabled the school to serve Class I lunches for the entire year as well as to supply milk on an as desired basis.

MOTION: Mr. Wallace moved that the Revised Biennial Budget shown below for the Iowa School for the Deaf be approved. The motion was seconded by Mr. Quarton. In the absence of any objection the President declared the motion passed.

CHANGE IN BUDGET CEILING - March 27, 1969.

1. Sales & Collections

	Budget	Actual	Income Over Budget	Ceiling Increase
1967-68	6,000.00	9,100.00	3,100.00	
1968-69	6,000.00	11,000.00	5,000.00	
Biennium	12,000.00	20,100.00		\$ 8,100.00

2. National School Lunch and Milk Program

	Budget	Actual (Estimated)	Income Over Budget	
1967-1968	-0-	8,400.00	8,400.00	
1968-1969	-0-	7,500.00	7,500.00	
Biennium	-0-	15,400.00		15,400.00
Total increase over budget ceiling for biennium				\$ 23,500.00

\* \* \* \* \*

Expenditures including encumbrances	1967-1968	\$ 1,146,600.00
Expenditures estimated for	1968-1969	1,248,900.00
Total estimated expenditures for biennium		\$ 2,395,500.00
Budget ceiling for 1967-1969		\$ 2,372,000.00
Total change in budget ceiling		\$ 23,500.00

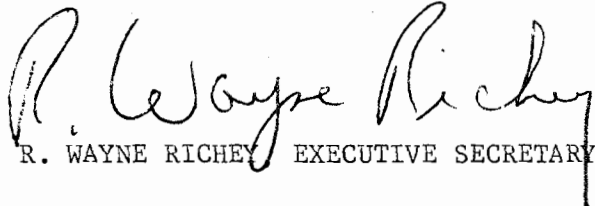
IOWA BRAILLE & SIGHT SAVING SCHOOL

The following business pertaining to the Iowa Braille & Sight Saving School was transacted on April 10, 1969.

REGISTER OF PERSONNEL CHANGES. The actions shown in the Register of Personnel Changes for March, 1969 were ratified by the Board.

REGISTER OF CAPITAL IMPROVEMENT BUSINESS TRANSACTIONS. The Executive Secretary reported that the Register of Capital Improvements Business Transactions had been filed with him, that it appeared to be in order and that no contracts were recommended.

ADJOURNMENT. President Redeker declared the meeting adjourned at 3:00 P.M. April 11, 1969.

  
R. WAYNE RICHEY EXECUTIVE SECRETARY

JOHN WALTON HEARING  
April 11, 1969  
MEETING STATE BOARD OF REGENTS  
at  
University of Northern Iowa  
Cedar Falls, Iowa

Meeting called to order on April 11, 1969 at 10:07 A.M. by Stanley Redeker, Chairman of the Board of Regents for consideration of the appeal of John Walton, Physical Plant employee, University of Northern Iowa.

At previous meeting it was moved and approved that presentation of this appeal to the Board is not to exceed one hour for each party. Parties are required to submit written information in advance. Following hearing of both parties, they will be available for questions; following questions and answers, Regents will make a decision on the appeal.

Request was made by Rosenfield to identify the speakers.

Wolf raised a question concerning verbatim transcript of proceeding, and was told that no such arrangements had been made.

John Walton raised the question as to whether or not he had the right to play a recording of his previous hearing and was given permission to do so if it could be done within his allotted time. This was also true of his calling of witnesses.

Board was advised to hold all questions until after presentation by both sides.

Charles Mueller, member of Local 46 and turbine operator for Rath Packing Company for 18 years was introduced by John Walton as his witness.

John Walton explained that when he applied for the job of turbine operator at \$2.40 per hour for six months with a 20 Cent an hour raise every six months thereafter for a two year period, nothing was said about apprenticeship status. Mr. Mounce, chief engineer foreman at the power house - foreman for approximately 20 years - not a union member, testified that he did not know of any apprentice program in the power house.

John Walton: Objected to statement that he was an apprentice. Objected to Baker's statement that it took nine months for him to file grievance. Filed grievance on July 27, 1967, but no action was taken until September 19, 1967.

Disagrees with Baker's statement that equal pay for equal work would destroy the job classification system. University's pay practices prove job is equal to other shifts. Equal pay for equal work must be paid or the job classification plan will be destroyed.

Claimed that he did not receive the raise that others did in July 1967. Walton's and Manion's reasons were conflicting in this regard. Wrote to Dr. Maucker when he learned that he was not going to get the "agreed-on rate" in October 1967.

If there was no "agreed-on rate" why did Don Walton feel it necessary to write a letter to Mr. Manion (Document #7) concerning salary adjustments to all personnel within the apprentice program. Don Walton's letter of October 24, 1967 to Mr. Manion mentioned that all adjustments would be entered in the salary schedule book as noted to be certain that increases would be granted as planned. Any future general increases would be granted in addition to the scheduled apprentice adjustment. In regard to his (J. Walton's) letter to Dr. Maucker, it would seem that the 20 cent an hour raise instead of the 15 cent adjustment would answer that question. J. Walton felt that if there was an apprentice program or a salary schedule this letter would not have been necessary. He feels that he received his raise because (1) he made them do it; (2) in filing his grievance, he forced them to almost keep up rather than pay the full rate.

In July 1967, Don Walton made statement that after getting to \$2.42 per hour, he (J. Walton) might never get another raise.

John Walton: Manion's letter of September 1967 stated that the apprentice program was valid and the grievance was, therefore, rejected. Further, Manion's letter of October stated that the so-called apprentice program or training program which has been in effect for approximately 6 years in the physical plant is very informal.

What is a valid apprentice program. Looking at it from the pay angle, the last man hired at the heating plant started at \$2.30 with a 10 cent an hour raise every six months to a top of \$2.70.

One man started at \$5.00 a month under top pay and received top pay in six months. Variation in pay scales raises doubt as the validity of a formal program and Don Walton's letter to Manion indicates a program was necessary.

Had been working with security and had no prior association with the power plant employees. Had applied for fireman's job before it was reported open. Security staff stays away from power plant and has little association with them.

In his letter to Glen Holmes, Document #18(?), November 27, it was mentioned that he did not receive the same general raise as the other turbine operators, and upon asking Mr. Don Walton about this, he claims that Mr. Don Walton stated that once he and Ed Rhodes got over \$2.42 an hour they might never get another raise. That they were now working under the merit system, voiding all other agreements. Claims that Mr. Don Walton has never disavowed that statement.

Walton (Don) also made aspersions or insinuations about the handling of emergencies, but Mounce testified that these were not documented. Mounce also testified that he was not aware of an apprentice program.



Taped evidence offered by John Walton regarding the apprentice program:

M. Manion: Thank you. Glenn, you were answering questions provided by John Walton. I believe he asked the question if you knew of the apprentice program; and, as I recall it, your answer was to the effect that, no, you didn't. I would like to pursue that to see if we can get a clarification. The record shows that you did have, prior to Mr. Walton, employed men in the power plant who were classed on the budget at the time as apprentices and that they did follow through a progression of salary increases during their first two years in the plant. Is this correct?

G. Mounce: I can't remember. There was a setup you might consider. Set up so that it would take them longer to get to the top. It was extended from one year to two years.

M. Manion: Lou Jorgensen, you don't recall?

G. Mounce: That was a setup you made yourself. There was no apprenticeship or nothing. You set it up so that it would take them longer to get up to the top than it did originally. You made it two years where we used to work them one year. You set that up yourself, but I didn't know anything about any apprenticeship or anything like that. You just sent in the time for them to get up to the top of the wages. Isn't that right?

M. Manion: Well, correct, we discussed this program, if we want to call it a program. Obviously, there was some poor communications involved. But, the fact that I wanted to establish was that the previous employees in the power plant did follow a progression of salary increases every six months over a two year period.

G. Mounce: That's right, but there was nothing said about apprenticeship on it. It was just extended out too. Isn't that right?

M. Manion: Well,

G. Mounce: This apprenticeship never came up till Walton set this deal up the way I get it. That's where our apprenticeship started. Isn't that right?

M. Manion: No, it isn't right.

G. Mounce: That ain't right neither. You set that up yourself.

M. Manion: Ya,

G. Mounce: Well, I didn't know anything about apprenticeship.

M. Manion: Obviously, as I say, there was lack of communication. . . "

John Walton: In April 1967, notified Mounce that first raise was due as he was told to do when hired. Mounce advised that raise was not due until July 1. Would see what he could do. Manion, Mounce, Smith, and J. Walton had a conference. J. Walton was told that he would not receive an apprentice raise because of the budget raises due in July. This was the first time

he was made aware that he was considered an apprentice. Was under supervision from September 12, 1966 to October 6, 1966. Since that time he has been all alone in the turbine room. The nearest available help would have to be called from their homes. Emergency would be prolonged by his asking for help if he was an apprentice and not to act alone in emergencies. On October 8, 1966, 9 p.m., he had full responsibilities as turbine operator. At 10 o'clock the same night he was asked to watch two boilers while the fireman removed the ashes. Sometimes this task took the best part of 2½ hours. Since he was put in charge, he must not have been regarded to have only apprentice ability. Had ten years of experience previous to this position. Rate of pay was based on a valid apprentice program. Pay is less than journeyman would be given after two years of training as said.

First Personnel Action Form makes no mention of apprentice when he changed from night watchman to turbine operator, September 12, 1966. After conference for apprentice raise, the salary adjustments were provided in accordance with 12 months apprentice adjustment. Apprentice raises are provided under automatic apprentice adjustments. It costs less to keep adjustments under the trainee program. For the first 6 months (they tried to make it 9 months) pay was 80 cents an hour less or figured to \$832 worth of training.

Training was worth 60 cents an hour for next six months or \$624 worth of training. At the end of two years \$2080 worth of training would be received. Compared cost of this type of program to four year's of university education (unfavorably).

"Apprentice" can have a wide variation in definition. Practical experience under skilled workers at a prescribed rate of pay. Either someone shows and tells you how or you use the trial and error method. John Walton

claimed to receive three weeks and two nights of guidance. Mr. Baker stated that he could learn by osmosis or trial and error. By October 8, 1966, he felt he could handle any emergency. Mr. Mounce indicated the same feeling by the following "taped" testimony:

L. Glenn: Mr. Mounce, would you come forward, please. Would you have a seat here at the microphone, and would you please identify yourself, give us your full name and your title here at the University.

G. Mounce: This is Glen Mounce from the power plant, chief engineer.

L. Glenn: Thank you. You may proceed Mr. J. Walton.

J. Walton: When I was put in charge alone, October 8, 1966, did you think I could do the job?

G. Mounce: Yes sir, I did. I wouldn't have put you on if I hadn't of thought so.

J. Walton: Do you know when a circuit will kick out, when we'll lose the city, when lighting will put out the burners, when other possible emergencies will occur?

G. Mounce: No, no, nobody never knows when that's going to happen.

J. Walton: Then any one of those things could have happened at 9:22, October 8, 1966? If you don't know when, nobody knows. I don't know, you don't know.

G. Mounce: On any particular date, I can't refer to that, I don't know to what you're referring to.

J. Walton: I mean, since we don't know when they are going to happen, it could have happened then.

G. Mounce: It could happen anytime.

J. Walton: Thank you. How many recorders are there in the turbine room?

G. Mounce: What kind of recorders are you referring to?

J. Walton: Well there's electrical . . .

L. Glenn: Excuse me a moment, would you speak into the microphone, Mr. Mounce, when talking to Mr. Walton. I don't think it's coming through very well.

J. Walton: Well, perhaps I'll be called for leading the witness, but there's a steam recorder, and two electrical recorders, city meters.

G. Mounce: Right.

J. Walton: And then, that was in October 8, 1966, I believe the city installed two new meters in last summer. Is that right?

G. Mounce: Yes.

J. Walton: Now these city meters, the electrical meters, they record 17 or 18 days at a time.

G. Mounce: Right.

J. Walton: And did you unroll those meters when I was started there. Did you unroll that tape every week and go back for three weeks to check what that turbine had been doing?

G. Mounce: No, sir.

J. Walton: D. Walton said only two emergencies were entered in the log. Did you discover any other emergency? Or possible emergencies in looking over the records?

G. Mounce: That's hard to say, because I don't keep track of these emergencies, they happen, we take care of them and that's it.

J. Walton: Right. What approximately is the value of the turbine?

G. Mounce: You mean in dollar and cents?

J. Walton: Right.

G. Mounce: I believe at the time we bought it it was around \$90,000.00.

J. Walton: Do you have any idea what it would cost to replace it?

G. Mounce: Practically twice that much today.

J. Walton: Have you ever come up to the plant and corrected me in any way?

G. Mounce: Not yet. No sir.

J. Walton: Mr. Baker says I have permission to throw any switch, turn any valve, that I want, so that I can learn what happens. Is that all right with you?

G. Mounce: Who's Mr. Baker?

J. Walton: He is the college attorney.

G. Mounce: I think Mr. Baker made a pretty broad statement there, myself.

J. Walton: Well that's what I thought, but I just wanted to know what your feelings were. I thank you very much, that's all the questions I have.

G. Mounce: Thank you.

Further taped testimony:

M. Manion: I am Melvin M. Manion, Director of Physical Plant Department.

J. Walton: In your letter of September 18, 1967, did you not say "I believe that the apprentice program is valid and I therefore reject your grievance."

M. Manion: That is correct.

- J. Walton: Did you, George Schmidt and I have an argument in your office in April of 1967?
- M. Manion: If you wish to call it an argument, when we met, yes.
- J. Walton: Did Ed Rhodes start at \$2.60 with 15 cent raises? Every six months?
- M. Manion: I believe that is correct, I'd have to check the documents to be certain of the starting rate. He did receive 15 cent increases through his training program.
- J. Walton: Did I start at \$2.40 with 20 cent raises every six months?
- M. Manion: Again, I would have to check the starting rate. The amount of the six months interval increases is correct.
- J. Walton: Did Merle Uhlenhopp start at \$2.30 with 10 cent raises a month every six months.
- M. Manion: This is the program under which he is working at the present time.
- J. Walton: Why, if there was a valid apprentice program, was it necessary for Don Walton's letter of October 24, 1967?
- M. Manion: The Staff Personnel Office was organized early 1966. The Staff Personnel Office was required to review all of the then existing personnel program. This review took place over a period of several months and perhaps is still taking place. There was disagreement or at least difference of opinion about just how the training program should operate. The letter to which you refer was a letter indicating that Mr. Walton accepted my recommendations which were for the employees currently under the program to continue with the increases as originally proposed to them at the time they were employed.
- J. Walton: Now you stated in your statement of position that this program, the so-called apprentice program or training program has existed for six years. And Don Walton, if I just off-hand recall, had been employed here for a year and a half at that time. Surely in a year and a half, he would have been familiar with one of his most important jobs - the training program. It says right in the statement of policies, he's to institute. Surely if such a program had been in existence, he surely would have found out about it in a year and a half, don't you think?
- M. Manion: There's no question but what he was aware of the program. The July 1967 was the first budget which he was involved in preparing and the subsequent time immediately following July of 1967 was the time we were resolving the differences or trying to arrive at the actual interpretation of the training program, under that current budget. Did you ask another question?
- J. Walton: Not yet."
- J. Walton: If there was any apprentice or training program that was valid or otherwise there would have to be a man or foreman who supposedly administered the training program for the past six years and he does not know anything about it.

J. Walton: Secondly, in the setting up of a merit system, there is no mystery or secrecy about job evaluation. It should be a simple systematic method of comparing requirements of one job with another. Evaluation is an additional way of making certain that salary policy is applied fairly over the entire organization. There was no job description or evaluation at the time he was hired for the power house job. After two years in the power house, he applied for a job as power plant trainee. Supervisor said there was no job description. Without job description which is the foundation of the merit system, there is nothing to build on.

Further proof that there is no apprentice training program: no instructions written or oral after October 6, 1966. He did not have the authority to throw any switch yet he was to learn by trial and error. Manion's statement further verifies this.

From transcript:

M. Manion: Are questions of the same type as these?

J. Walton: I don't believe so. What is the approximate value of the heating plant?

M. Manion: I don't have that in my mind at the present time, Mr. Walton.

J. Walton: What is the planned expansion cost for two new boilers?

M. Manion: As I recall the list price of the two boilers is in the neighborhood of \$160,000.00. I don't have the exact figures in mind.

J. Walton: What is this nine hundred and some thousand dollars I keep reading in the paper for heating plant expansion.

M. Manion: I'm not sure about that figure, the boiler, the purchase of the boilers is, of course, a relatively minor portion of the total cost of the new heating plant facility, which will be located at a remote site on the campus, and which will require not only a building to house the controls, but also connection to the existing steam distribution system as well as connections to utilities for the proposed new plant. This could very well be the total cost of the proposed project. I don't have that in my mind.

J. Walton: Have you ever read or heard of a power plant blowing up?

M. Manion: I've heard of explosions, I guess; I couldn't say from my own personal experience or knowledge that I know of a plant blowing up in that exact terminology.

J. Walton: Do you remember reading in the past two years about a man being killed in Sioux City when a power plant blew up?

M. Manion: I don't recall that particular.

J. Walton: Have you ever read or heard of other damage being sustained at a power plant?

M. Manion: Certainly.

J. Walton: When you allowed me to be put in charge by myself, October 8, 1966, did you feel I was capable of handling whatever emergency might strike at 9:20 p.m.?

M. Manion: Yes, to the extent that we expected you to handle it, I did feel that you could.

J. Walton: Do you know when a circuit will kick out? When we'll lose a city? When lightening will put out the burners? When other possible emergencies will occur?

M. Manion: Not at all.

J. Walton: Mr. Baker has stated that I have permission to throw any switch in the power plant. Do I have your permission to throw any switch, shut off any valves, in the power plant?

M. Manion: You do not.

J. Walton: That is all the questions I have at this time. Thank you."

J. Walton: There seems to be no program, valid or otherwise, in the power house.

In regard to what the pay should have been for the two years, there is only one job description. This is the very foundation of the merit system. Any difference would entail more than one job description. The man he replaced was making the same base rate as the other turbine operator. There was only a shift differential. Shift rate and seniority seemed to make the only difference. Doing the same work today as on October 8, 1966.

Don Walton was then called as witness. Document #28, last page, January 14, 1968; statement by physical plant committee informed staff personnel division of this grievance.

D. Walton: Apprentice program is not an effective system. Does not justify

experienced employees as nonexperienced. Equal pay for equal work is the fundamental principle of successful merit system or any salary system; to provide equal pay ranges for jobs that are and have similar responsibilities or duties. It was never intended to provide equal or same pay for equally measured work to all employees with same titles doing the same work."

J. Walton: Called Staff Personnel Office for a copy of the statement from Don Walton but did not receive same.

D. Walton: Very difficult to make job comparisons. There are three turbine operators - length of service and type of experience varies. There could be three levels of performance or experience. In defining job, general duties or level of efficiency attained is considered. Personal qualifications and how experience might be used is considered. May be equal in terms of position or level of performance but can't say that it is exactly equal.

J. Walton then furnished payroll facts noting that as of September 1, 1968, turbine operators of varying years of experience and service at the University received almost the same salary.

J. Walton: Since duties of job were equal and pay for others doing the job was almost equal proved without a shadow of a doubt that there was no apprentice program. Feels he should have equal pay from October 8, 1966. The pay rate set-up in the merit system provides equal pay for equal work. Drew a parallel in the replacement for Dr. Bowen as president of the University of Iowa. Dr. Boyd, incoming president, is to receive the same salary as Dr. Bowen.

J. Walton then requested permission to tape the remainder of the hearing. Permission was granted.

Dr. J. W. Maucker spoke for the University:



J. W. Maucker: The position that we have taken is that there was an understanding with John Walton as to initial rate of pay and increments to be added at 6 months intervals within 2 years to bring him to the regular rate of pay for an experienced operator. The difficulties experienced along the way are regrettable. It is John Walton's contention that since he was able to handle the job right from the start when he was put on alone in the night shift, he should have been paid as an experienced operator. Equal pay for equal work.

The board's (Regents?) policy statement is that there shall be provisions for recognition of meritorious service without change of duty. It is acceptable to have an arrangement whereby an inexperienced operator gains experience at a rate of pay less than one who is experienced. This is not a typical apprentice system as used in the crafts.

Term "apprentice" is a misleading arrangement for inexperienced persons who have the opportunity to work at gaining minimum necessary competence (to be judged by their supervisors) to attain a full rate of pay.

The term equal pay for equal work is a general statement of policy and a preamble to specific articles. Article 6 states that comparisons of initial, intervening, and maximum rates of pay should be established for change of duties and meritorious service. Equal pay for equal work could not be isolated from this. This method is the one to be intended by the Board of Regents.

Recommended that the grievance be denied, feeling that the general approach to bring a person into this job is consistent with the total policy statement of the Board of Regents.

Wallace: Have you actually received \$2.40 plus 20 cents per hour every six months for two years plus any general raises?

J. Walton: No. First raise was received in 6 months and 18 days. A 15 cent raise was offered in October; rejected that and was then given the 20 cent an hour raise. Did not receive the 17 cent an hour raise in July 1967, either, as others had. Received a 14 cent an hour raise and did not get the additional 3 cents until the following year.

Wolf: Were the corrections made retroactively?

J. Walton: In April did not get the 18 day correction in pay. Lost it. In the fall it was retroactive.

In reply to Dr. Maucker, it is all right to hire a man and increase him so much as he gained knowledge. Was hired as an apprentice and expected to receive training at 80 cents an hour and then 60 cents an hour but did not receive such training.

Louden: When hired with the understanding of \$2.40 an hour and 20 cents an hour increase every 6 months for two years was nothing said about apprentice program when you accepted this job and went from security plant to the power plant? You did accept the proposition that you were undergoing a probationary period with increments based on seniority and classification. You did accept the proposition with a 20 cent increase every 6 months. Would you feel it was normal to have this type of agreement.

J. Walton: No.

Louden: In industry it is common practice to have progression in pay according to service.

J. Walton: Was hired under apprentice program but nothing was here in that way of a program.

Louden: Based on word rather than fact?

J. Walton: Based on fact there is no apprentice program and administration said there was. Mounce hired me and did not know of program.

Wolf: Did security department employ with promise of increments for service?

J. Walton: No. Hired at almost the same rate as others and attained equality in pay with next raise.

Wallace: Who has the authority to throw the switches?

J. Walton: Baker said I was to learn by osmosis or trial and error. Would have to throw the switch if emergency arose.

Wallace: Who had the authority?

J. Walton: The way I took it, I could learn by trial and error.

Wolf: Are pay raises for meritorious service and longevity?

Dr. Maucker: That is part of the plan.

J. Walton: We are talking about base rates and differential in shift rates. Not talking about longevity.

Louden: Pay raises for longevity is not common in industry.

Maucker: It is considered in public employment.

Richy: Merit raises are commonest. View is taken that if raise is granted for longevity it is a fringe benefit based on service and not as part of the pay plan.

Redekey: Longevity is usually recognized by added vacation time, etc.

Quarton: Pay plans usually specify a bottom to top range to be attained over a given period of time.

Roesenfield: Asked for explanation of merit raise. Did this mean that you stuck to the job for two years and pay increases were granted automatically.

Dr. Maucker: Pay increase is received if your work is satisfactory.

Roesenfield: Could you then be punished by not getting a pay increase?

Dr. Maucker: Yes or be separated from the job. Here there is no question of satisfaction with John Walton's services.

Quarton: Nothing meritorious about it. Seems unfair to pay men same pay when there may be differences in capabilities.

J. Walton: If raises are based on meritorious service will I continue to get them every 6 months. I'll accept that.

Richy: Pay raises are granted for meritorious service within the established range or scale. Once the top is reached there is a general adjustment or ranges based on other factors.

Louden: Pay scale is established for classifications from starting wage to top.

Redekey: John Walton has brought grievance to the board because he has requested and has not received retroactive pay to make up difference of what he had been paid and what he would have been paid as an experienced operator. The matter for consideration before the board is whether to deny or affirm his appeal for just that.

J. Walton: Yes, based on nonexistent apprentice program.

Louden: Moved that the grievance be denied and that the action taken by the University in the prior steps be approved and confirmed for the reason that the agreement with Mr. Walton appears to have been performed and with the further statement that the word "apprentice" or apprentice program should not be utilized by the University in the future but "probationary period" be used instead.

Wallace: Mr. John Walton is still short 18 days of pay that should be rectified.

Louden: Include that - add to the motion "with the further adjustment of 20 cents per hour for the 18 day period which was omitted in his pay in 1967."

Wallace: Second the motion.

Wolf: Could it be qualified that they could use the term if there is an apprentice program?

Louden: If they establish one. There is a multitude of different meanings to different people. Under craft unions this is a very formalized program requiring schooling and several thousand hours of training. It is an unfortunate term that should not have been used by the University, and I think they have an entirely different interpretation of what it meant. Meaning to them differs from what a union member would think or people who had been working with a formal apprentice program.

Richards: Does the University consider that the 18 days were not paid?

Dr. Maucker: Declared that he had not looked back into the records.

Manion: Explained that adjustments are made at the payroll period which is at the end of the month, and J. Walton went 18 days beyond the 6 month period for the first adjustment. It is simpler for the payroll department to make the adjustment at the end of the payroll period rather than split one..

Quarton: It is the intent of the motion to do exactly what the University promised initially and to deny the grievance based on the apprentice aspect.

Redekey: Asked for any further questions. Asked for roll call vote. Motion unanimously carried.

Hearing adjourned at 11:30 a.m.