Board of Directors Meeting Minutes

5-23-1977

Board of Directors Meeting Minutes (May 23, 1977)

DMACC

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A special meeting of the Des Moines Area Community College Board of Directors was held on May 23, 1977, in Room 3115, Building #31, Ankeny Campus, Ankeny, Iowa. The meeting was called to order by Board President, Walter Hetzel, at 5:30 p.m.

Members present: Maurice Campbell
                   Murray Goodman
                   Walter Hetzel
                   Max Kreager
                   Eldon Leonard
                   Walter Stover
                   Harold Welin

Members absent: Harry Bloomquist
               Donald Rowen

Others present: Paul Lowery, Superintendent
                Irv Steinberg, Board Secretary
                Various other DMACC students and staff
                Interested community residents

It was moved by M. Kreager, seconded by H. Welin, that the Board go into executive session to prevent premature disclosure on consideration of a real estate purchase, which would give advantage to others and serve no public purpose, and for exceptional reasons so compelling as to override the general public policy in favor of open meetings. Motion passed after a roll call vote was taken as follows:

AYES:  Maurice Campbell
       Murray Goodman
       Walter Hetzel
       Max Kreager
       Eldon Leonard
       Harold Welin

NAYS:  Walter Stover

The special meeting reconvened at 8:35 p.m. at the same location as previously held. All those present prior to the executive session were again present.

It was moved by M. Kreager, seconded by M. Campbell, that the following four sites be designated as prime locations to be considered for relocation of the Urban Center, and that the Superintendent be directed to further investigate the merits of each of these sites for further consideration at a later board meeting:
4th Street Garage - 4th & Locust, Des Moines.
Former Dowling High School - 6th & College, Des Moines.
R-40 location west of the Downtown Holiday Inn on 6th Ave., Des Moines.
Former Irving Junior High School - 1325 Sixteenth St., Des Moines.

The Superintendent was also directed to present a program of instruction and related services for the Urban Center in keeping with the previously Board adopted Mission Statement and philosophy as expressed by the Board.

Motion passed after a roll call vote was taken as follows:

AYES: Max Kreager
      Maurice Campbell
      Murray Goodman
      Walter Hetzel

NAYS: Walter Stover
      Eldon Leonard
      Harold Welin

ADJOURNMENT

It was moved by W. Stover, seconded by E. Leonard, that the meeting be adjourned. Motion passed and the meeting adjourned at 8:45 p.m. The regular board meeting for June was set for Monday, June 13, 1977, at 5:30 p.m. at the CIVEC Center at 2600 Bell Avenue, Des Moines.
June 6, 1977

To: Des Moines Area Community College

The undersigned hereby offer $42,100 for the property located at 121 East Randall Road, Carroll, Iowa and legally described as:

Block 1, Lot 15, Applewood Knolls Addition to the City of Carroll, Carroll County, Iowa.

The sum of $500 earnest money is attached hereto.

Financing arrangements have been made.

Signed at Carroll, Iowa on the 6th day of June, 1977.

Evelyn Sewell

Bert Sewell
OFFER TO BUY AND ACCEPTANCE

Approved by the Iowa Association of Realtors.

TO: DES MOINES AREA COMMUNITY COLLEGE (herein designated as Sellers),

THE UNDERSIGNED (herein designated as Buyers) hereby offer to buy the real property situated in Carroll County, Iowa, located at and briefly described as: 121 East Randall Road, Carroll, Iowa, and legally described as:

Block 1, Lot 15, Applewood Knolls Addition to the City of Carroll, Carroll County, Iowa,

with all easements and servitudes appurtenant thereto and subject to zoning restrictions, restrictive covenants, leases, easements and mineral reservation, if any, and agree to pay you for such property the sum of $ 100,000.00

AS EVIDENT BY

with this offer to be held in trust by

seller's agent (hereinafter referred to as

Broker) pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. Select (A) or (B) or (C) below:

(A) NEW MORTGAGE: This contract is contingent upon the buyers obtaining a commitment for a new ___________________mortgage no later than ___________________. All usual costs incurred in securing such mortgage shall be paid by the______________________Sellers agree to pay the loan placement fee, if required, not to exceed ___% of the mortgage obtained by Buyers.

(B) INSTALLMENT CONTRACT: Buyers shall make an additional payment of $ _____________________at settlement, and for the balance payable ______________ per month (Principal and Interest), interest to be adjusted to the date of possession. If consent of the mortgagee is hereinafter provided. Select (A) or (B) or (C) below:

(C) INSTALLMENT CONTRACT: Buyers shall make an additional payment of $ _____________________at settlement, and for the balance payable ______________ per month (Principal and Interest), interest to be adjusted to the date of possession. If consent of the mortgagee is hereinafter provided. Select (A) or (B) or (C) below:

(D) OTHER PLAN: Buyers agree to pay ________________________at the rate of $ , or more, per month including interest plus 1/12 of the annual tax assessment payable ________________ at settlement, and for the balance payable ______________ per month (Principal and Interest), interest to be adjusted to the date of possession. If consent of the mortgagee is hereinafter provided. Select (A) or (B) or (C) below:

(E) INSTALLMENT CONTRACT: Buyers shall make an additional payment of $ _____________________at settlement, and for the balance payable ______________ per month (Principal and Interest), interest to be adjusted to the date of possession. If consent of the mortgagee is hereinafter provided. Select (A) or (B) or (C) below:

(F) INSTALLMENT CONTRACT: Buyers shall make an additional payment of $ _____________________at settlement, and for the balance payable ______________ per month (Principal and Interest), interest to be adjusted to the date of possession. If consent of the mortgagee is hereinafter provided. Select (A) or (B) or (C) below:

This agreement is also subject to the following conditions:

1. TAXES, SPECIAL ASSESSMENTS AND CHARGES.
   a. All regular taxes due and payable in the fiscal year ending June 30, 19___, are to be paid by the Sellers.
   b. All regular taxes for the current fiscal year due and payable in the fiscal year ending June 30, 19 ___, are to be pro-rated between Buyers and Sellers as of the date of possession. The basis of such proration shall be the last known actual taxes payable. However, if such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current tax rate and the assessed value or actual value shown on assessors records at the time of settlement.
   c. All special assessments and pro rata charges due and payable on Buyer's interest arising from city service (fire, police, sanitation, etc.), sewer, water, gas, and all other special charges shall be pro-rated between Buyers and Sellers as of the date of possession. The basis of such proration shall be the last known actual taxes payable. However, if such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current tax rate and the assessed value or actual value shown on assessors records at the time of settlement.

2. POSSESSION AND SETTLEMENT. Possession to be given on or before __________________, 19 ___., and adjustment of interest and rents to be made of like date. Settlement shall be made upon approval of this offer but not later than date of possession.

3. INSURANCE. Sellers shall maintain $ _______________ of fire, windstorm and extended coverage insurance until possession is given and shall forthwith surrender policies on such amount making loss payable to the parties as their interests may appear. Buyers are to be provided with copies of such policies on Buyers only when and as soon as (1) this offer is signed by both Sellers and Buyers and (2) upon performance of this paragraph by Sellers, and (3) after a copy hereof is delivered to Buyers. Buyers, if they desire, may obtain additional insurance to cover such risk. If Buyers purchase on installment contract, they shall, at their own expense, after possession, keep in effect fire, windstorm and tornado insurance, with extended coverage, for the benefit of the parties hereof, in an amount not less than the unpaid balance of the purchase price. The policies shall be delivered to the Sellers.

4. FIXTURES. All personal property that integrally belongs to or is part of the real estate, whether attached or detached, such as wall to wall carpeting, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items and electrical service cable, fencing and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of real estate and included in this sale except

5. CONDITION OF PROPERTY. The real estate (and any personal property contracted for) as of date of this offer, and in its present condition will be preserved and delivered intact at the time possession is given. Sellers warrant all mechanical and electrical equipment is in reasonable working condition. The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal.

6. TERMINI. Buyers at their own expense and at their own risk may have this property inspected for termites within seven (7) days of the acceptance of this offer or receipt of a loan commitment (if this agreement is contingent upon a loan commitment). If as a result of such inspection active termites or infestation of a termite's presence is discovered by the Buyers they may void this contract by written notice to the Sellers within three (3) days after inspection.

7. ADDITIONAL PROVISIONS. This offer is made subject to the additional terms and provisions of Paragraphs 11 and 18, inclusive, concerning the additional signature requirement.

8. ACCEPTANCE. When accepted this offer shall become a binding contract for the sale and purchase of the above described premises, and the Sellers shall pay the Broker $ ___% commission on real estate and ___% commission on business enterprises and inventions, payable in Iowa. Minimum commission shall be $ __________. If this offer is not accepted by the Sellers on or before __________________, 19 ___, it shall become null and void and the initial payment shall be refunded to the Buyers without liability on the part of agent or either of the parties.

9. REPRESENTATIONS. It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyers by another person or agency.

10. TIME. In the performance of each part of this agreement, time shall be of the essence.

We hereby accept the above offer this day of ____________________, 19 ___., and agree to pay Broker the commission for the sale as above provided.

Signed: ________________________________ ________________________________
Buyer Seller

This IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD SEEK LEGAL ADVICE.
See reverse side for further conditions and provisions.
11. ABSTRACT AND TITLE. Sellers shall promptly continue and pay for the abstract of title to and including date of acceptance of this offer, and deliver to Buyers for examination. The abstract shall become the property of the Buyers when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Sellers shall pay costs of additional abstracting and/or title work due to act or omission of Sellers.

12. DEED. Upon payment of purchase price, Sellers shall convey title by warranty deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

13. FOR THE SELLERS: JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyers in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

14. REMEDIES OF THE PARTIES—FORFEITURE—FORECLOSURE—REAL ESTATE COMMISSIONS.
   a. If the seller fails to fulfill this agreement he will pay to the Broker the regular commission in full, and the Buyers shall have the right to have all payments returned or to proceed by any action or actions at law or in equity, and the Sellers agree to pay costs and attorney fees, and a receiver may be appointed.
   b. If the Buyers fail to fulfill this Agreement, the Sellers may forfeit the same as provided in the Code of Iowa, and all payments made herein shall be forfeited and to the extent of the commission it shall first be paid to the Broker in full discharge of Seller's obligation for commission to the Broker and the balance, if any, shall be paid to and become the property of the Seller.
   c. In addition to the foregoing remedies, Buyers and Sellers each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

15. APPROVAL OF COURT. If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyers' attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used).

16. All funds deposited hereunder as part payment as hereinabove set forth shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing his purchase to pay all funds to Broker as agent for the Seller and Seller authorizes such agent to accept same.

17. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the respective parties.

18. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

19. OTHER PROVISIONS.
OFFER TO BUY AND ACCEPTANCE

Approved by the Iowa Association of Realtors

JUN 1, 1977

Fleshner Family Realty Trust
(herewith designated as Sellers) hereby offer to buy the real property situated in Carroll County, Iowa, located at and briefly described as: Block 1, Lot 15, Applewood Knolls; Carroll, Iowa, and legally described as:

This offer is subject to the following conditions:

1. TAXES, SPECIAL ASSESSMENTS AND CHARGES.
   a. All regular taxes due and payable in the fiscal year ending June 30, 1979, are to be paid by the Sellers.
   b. All regular taxes for the current fiscal year due and payable in the fiscal year ending June 30, 1979, are to be prorated between Buyers and Sellers as of the date of possession. The basis of such proration shall be the last known actual taxes paid.

2. POSSESSION AND SETTLEMENT.
   a. Possession to be given on or before August 1, 1979, and adjustment of interest and rents to be made of like date. Settlement shall be made upon approval of title but not later than date of possession.
   b. Inset, Buyers at their option and expense may have this property inspected for termite infestation, and if, and in such case, the agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal.

3. INSPECTION.
   a. Buyers and Sellers at their option and expense may have this property inspected for termite infestation, and if, and in such case, the property has been offered or shown to Buyers by another person or agency.

4. FIXTURES. (a) All personal property that integrates to or is part of the real estate, whether attached or detached, such as walls and floors, windows, doors, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items and electrical service cables, fencing and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of real estate and included in this sale except:

   b. All subsequent taxes and special assessments are to be paid by the Buyers.

5. CONDITION OF PROPERTY.
   a. The real estate (and any personal property contracted for) as of the date of this offer, and in its present condition, will be preserved and delivered intact at the time possession is given. Sellers warrant all mechanical and electrical equipment in a working condition. The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal.

6. INSPECTION. (a) Buyers at their option and expense may have this property inspected for termite infestation, and if, and in such case, the property is in reasonable working condition. The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal.

7. ADDITIONAL PROVISIONS. This offer is made subject to the additional terms and provisions of Paragraphs 11 and 18, inclusive, printed on the reverse side hereof, without requirement of additional signatures.

8. ACCEPTANCE. When accepted this offer shall become the binding contract for the sale and purchase of the above described premises, and the Sellers shall pay the Broker a commission on real estate and ______% commission on business enterprises and inventories, payable in Carroll, Iowa. Minimum commission shall be $______. If this offer is accepted by the Sellers on or before ______, the Broker shall be paid $____. If this offer is accepted by the Sellers on or before ______, the Broker shall be paid the commission shown above and void and the initial payment shall be repaid to the Buyers without liability on the part of either party.

9. REPRESENTATIONS. It is understood and acknowledged that representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyers by another person or agency.

10. TIME. In the performance of each part of this agreement, time shall be of the essence.

We hereby accept the above offer this ______ day of __________, 19___, and agree to pay Broker the commission for the sale as above provided.

Seller

This is a legall binding contract. If not understood seek legal advice.

See reverse side for further conditions and provisions.
HE FOREGOING ON THE OPPOSITE SIDE IS SUBJECT TO THE FOLLOWING FURTHER CONDITIONS AND PROVISIONS.

11. ABSTRACT AND TITLE. Sellers shall promptly continue and pay for the abstract of title to and including date of acceptance of this offer, and deliver to Buyers for examination. The abstract shall become the property of the Buyers when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Sellers shall pay costs of additional abstracting and/or title work due to act or omission of Sellers.

12. DEED. Upon payment of purchase price, Sellers shall convey title by .......... warranty deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

13. FOR THE SELLERS: JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyers in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

14. REMEDIES OF THE PARTIES—FORFEITURE—FORECLOSURE—REAL ESTATE COMMISSIONS.
   a. If the seller fails to fulfill this agreement he will pay to the Broker the regular commission in full, and the Buyers shall have the right to have all payments returned or to proceed by any action or actions at law or in equity, and the Sellers agree to pay costs and attorney fees, and a receiver may be appointed.
   b. If the Buyers fail to fulfill this Agreement, the Sellers may forfeit the same as provided in the Code of Iowa, and all payments made herein shall be forfeited and to the extent of the commission it shall first be paid to the Broker in full discharge of Seller's obligation for commission to the Broker and the balance, if any, shall be paid to and become the property of the Seller.
   c. In addition to the foregoing remedies, Buyers and Sellers each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

15. APPROVAL OF COURT. If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyers' attorney, if necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used).

16. All funds deposited hereunder as part payment as hereinabove set forth shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing his purchase to pay all funds to Broker as agent for the Seller and Seller authorizes such agent to accept same.

17. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the respective parties.

18. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

19. OTHER PROVISIONS.

Buyer is being transferred to Carroll, Iowa because of occupation. Is presently selling home in Omaha, Nebraska for $44,000.00. Sixty-day possession date is requested in order to allow time for sale closing in Omaha and mortgage approval.
PURCHASE AGREEMENT

Purchaser

Date: June 9, 1977

To Owner of Record

Lundstrom Realty
104 East 1st Street
Ankeny, Iowa 50021 (515) 964-1114

We hereby offer to purchase through Lundstrom Realty, agent, your property in Iowa, located at, or briefly described as follows:

Lot 11 Gaywin Acres Plat 1

and agree to pay you therefor the sum of $55,100.00, as follows:

$5000.00, with this offer, $........................ upon acceptance of this offer.

$........................, when formal contract hereafter referred to, is signed.

$31,500.00, upon delivery of warranty deed, and the balance by:

(a) Paying a formal contract for the purchase of said property, in which we agree to pay $........................
at the rate of $........................ or more, per month including interest, plus 1/2 of the annual taxes and insurance, until the entire purchase price, together with interest at the rate of .................. % per annum, payable monthly, is paid, or until the amount due is reduced to the amount of the mortgage, now on or hereafter to be placed on said property. Monthly payments are to begin 19.......

(b) Buyer securing a mortgage on said property of $43,100.00, with note interest at 9....../4% and payable 25 years or as scheduled in recorded mortgage contract if assumed.

In the event of a new mortgage being made for a new mortgage and the same shall be obtained not later than June 27, 1977.

Other Terms and Conditions:

Property to be added, shower door to be adjusted to close properly, and faucets, leak to be fixed in master bath, ceiling light fixtures to be installed. Buyer will install floor coverings and/or carpet at his own expense.

1. TAXES, SPECIAL ASSESSMENTS AND CHARGES.
   a. All regular taxes due and payable in the fiscal and payable in the fiscal year ending June 30, 1977, are to be paid by the Sellers.
   b. All regular taxes for the current fiscal year due and payable in the fiscal year ending June 30, 1977, are to be pro-rated between Buyers and Seller as of the date of possession. The basis of such proration shall be the last known actual taxes payable. However, if such taxes are not based upon a full assessment of the present property improvements, the proration shall be based on the current tax rate and the assessed value or actual value shown on assessors records at the time of settlement.
   c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by the Sellers. Charges for solid waste removal, sewerage, other utilities, and assessments for maintenance attributable to the Seller's possession are to be paid by the Sellers.
   d. All subsequent taxes and special assessments are to be paid by the Buyers.

2. In the event a new mortgage is executed, Buyer agrees to pay all costs involved therein. Seller agrees to pay a loan placement fee if necessary, not to exceed 0....../4% of the amount of the mortgage obtained by the Buyer.

3. It is understood that the abovementioned commission is a net commission and the balance, if any, shall be paid to and become the property of the Seller.

4. If the Buyer fails to fulfill his agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited to the extent of the commission it shall first be paid to the agent in full discharge of the Seller's obligation for the agent's services in the sale and purchase of the above described premises and the balance, if any, shall be paid to and become the property of the Seller.

5. In the performance of each part of this agreement, time shall be of the essence.

6. All funds deposited hereunder as part payment as herein above set forth shall be held by Lundstrom Realty in trust pending acceptance by Buyer of the examination of the abstract and part delivery of dead or formal contract and Buyer authorizes the Company financing his purchase to pay all funds to Lundstrom Realty as agents for the Seller, and Seller authorizes Lundstrom Realty to accept same.

7. It is understood that at time of settlement, funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be handled under supervision of Lundstrom Realty, agent, and subject to approval of Buyer's attorney on title questions involved, and needed to produce merchantable title.

8. If the offer is accepted, this offer shall become a binding contract for the sale and purchase of the above described premises and the Seller shall pay said agent 9....../4% commission on improved property of 7....../4% commission on vacant lots and 10% commission on business enterprises and inventories, payable in Des Moines, Iowa. Minimum commission shall be $750. If this offer is not accepted by Buyer on or before July 1, 1977, this offer shall become null and void and the initial payment shall be repaid to the Buyer without liability on the part of Lundstrom Realty, to either party.

10. This is a LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

I hereby accept the above offer this 13th day of June 1977, and agree to pay Lundstrom Realty, the commission for the sale as above provided.

Owner

Salesman: Zane Smith
Listing Salesman or Co. Gene Lassandra-Lundstrom

Purchaser

Address

Phone

Mortgage or Abstract

Owner

Address

Phone
PURCHASE AGREEMENT

To Owner of Record:

Date: June 9, 1977

Ankeny, Iowa

We hereby offer to purchase through Lundstrom Realty, agent, your property in Iowa, located at, or briefly described as

and legally described as: Lot 11, Mayfair Acres, Plat A.

and agree to pay you therefor the sum of $53,100.00 as follows:

1. $10,000.00, with this offer, $5,000.00, upon acceptance of this offer.

2. $5,000.00, when formal contract hereinafter referred to, is signed.

3. Payments made herein not to be considered a deposit but upon delivery of warranty deed, and the balance by,

(a) Executing a formal contract for the purchase of said property, in which We agree to pay $9,000.00 at the rate of $100.00 per month, or more, per month including interest, plus 1/12 of the amount due is reduced to the amount of the mortgage, now on or hereafter to be placed on said property. Monthly payments are to begin June 27, 1977.

(b) A deposit of $25,000.00, with note interest at 6%, and payable 25 years as scheduled in recorded mortgage contract if assumed.

4. In the event a new mortgage is executed, the amount due is reduced to the amount of the mortgage, now on or hereafter to be placed on said property. Monthly payments are to begin June 27, 1977.

5. It is understood that no representations made by the agent in the preparation of this sale are being relied upon unless incorporated in the agreement. Any agreement written on the back hereof, and there signed by the parties, shall be a part of this contract.

6. Shelves, curtain rods, shutters, Venetian blinds, awnings, storm sash, screens, showers, automatic heating equipment, central air conditioning, water softener, television aerial, electric and other attached fixtures are to be left with the house including carpeting in the following rooms:

7. If the Seller fails to fulfill this agreement he will pay to the agent the regular commission in full, and the Buyer shall have the right to have all payments returned, or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.

8. If the Buyer fails to fulfill this agreement, the Seller will forfeit the same as provided in the existing Code of Iowa, and all payments made herein not to be considered a deposit but upon delivery of warranty deed, and the balance by,

9. In the performance of each part of this agreement, time shall be of the essence.

10. All funds deposited hereunder as part payment as herein above set forth shall be held by Lundstrom Realty in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract and buyer authorizes the Company financing his purchase to pay off funds to Lundstrom Realty as agents for the Seller, and Seller authorizes Lundstrom Realty to accept same.

11. It is agreed that at time of settlement, funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be handled under supervision of Lundstrom Realty, agent, and subject to approval of Buyer’s financing his purchase to pay ail funds to Lundstrom Realty as agents for the Seller, and Seller authorizes Lundstrom Realty to accept same.

12. When accepted this offer shall become a binding contract for the sale and purchase of the above described premises and the Seller shall pay said agent 1% commission on improved property of 71% commission on vacant lot and 10% commission on business enterprises and inventories, payable in Des Moines, Iowa. Minimum commission shall be $500. If this offer is not accepted by the Seller on or before June 27, 1977, it shall become null and void and the initial payment shall be refunded to the Buyer without liability on the part of Lundstrom Realty.

13. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

By: 

LUNDSTROM REALTY

104 East 1st Street Ankeny, Iowa 50021 (515) 964-1114

Phone (Purchaser) Address 

Phone 

I hereby accept the above offer this day of 

and agree to pay Lundstrom Realty, the commission for the sale as above provided.

Address 

Phone 

Owner 

Salesman: June Smith 

Mortgage or Abstract 

Listing Salesman or Co.: Gene Leedom-Lundstrom
PURCHASE AGREEMENT

To: LUNDSTROM REALTY

104 East 1st Street
Ankeny, Iowa 50021
(515) 964-1114

We hereby offer to purchase through Lundsrom Realty, agent, your property in Iowa located at, or briefly described as

Iowa

and agree to pay you therefor the sum of $550,600.00 as follows:

$500,000.00... with this offer, $50,000.00 upon acceptance of this offer.

$100,600.00... upon delivery of warranty deed,

and the balance by

(a) Executing a formal contract for the purchase of said property, in which we agree to pay $50,000.00 at the rate of $1,000.00, or more, per month including interest, plus 1/2% of the annual taxes and insurance, until the entire purchase price together with interest at the rate of 2% per annum, payable monthly, is paid, or until the amount due is reduced to the amount of the mortgage, now on or hereafter to be placed on said property. Monthly payments are to begin 19...

(b) Buyer securing a mortgage on property of $400,000.00 with note interest at 9% and payable in 30 years or as scheduled in recorded mortgage contract if assumed.

In the event of a new mortgage, this offer is contingent upon a commitment for a new mortgage and the same shall be obtained not later than

Other Terms and Conditions:

1. If the Seller fulfills all terms and conditions of this agreement the Buyer shall pay all expenses involved, except building restrictions, assessments, mineral reservations made by former owners.

2. Seller agrees to maintain existing insurance until closing. Buyer may purchase additional insurance.

3. Possession to be given on or about .....

4. The Seller is to furnish and continue the abstract of title within a reasonable time from date of acceptance, to date of delivery of deed or formal contract, showing good and merchantable title, free and clear of all taxes, assessments, liens and encumbrances.

5. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein, and any formal contract executed by the parties, Abstract will be a part of this contract.

6. shades, curtain rods, shutters, venetian blinds, awnings, storm sash, screens, showers, automatic heating equipment, central air conditioning, water heater, water softener, television, dish, electric and other attached fixtures and appurtenances are to be left with the house including carpeting in the following rooms...

7. All regular taxes due and payable in the fiscal year ending June 30, 19... are to be paid by the Seller.

8. All regular taxes for the current fiscal year due and payable in the fiscal year ending June 30, 19... are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the last known actual taxes payable. However, if such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current tax rate and the assessed value or actual value shown on assessors records at the time of settlement.

9. All special assessments spread on the Treasurer's books at the time of the acceptance of this offer are to be paid by the Seller. All charges for solid waste removal, sewage, other utilities, and assessments for maintenance attributable to the Seller's possession are to be paid by the Seller.

10. All subsequent taxes and special assessments are to be paid by the Buyers.

11. It is agreed at time of settlement, the Buyers shall pay $50,000.00 and all balance due is to be paid in accordance with the terms of this Agreement and prorations of taxes, and other expenses.

12. When accepted this offer shall become a binding contract for the sale and purchase of the above described premises and the Seller agrees not to accept any offer which differs from the terms hereof.

I hereby accept the above offer this day of 19... and agree to pay Lundsrom Realty, the commission for the sale as above provided.

Owner

Salesman

Owner

Listing Salesman or Co.

Mortgage or Abstract

Purchaser

Buyers Attorney

LUNDSTROM REALTY

104 East 1st Street
Ankeny, Iowa 50021
(515) 964-1114
PURCHASE AGREEMENT

To: [Seller]

We hereby offer to purchase through Lundstrom Realty, your property located at, and briefly described as follows:

1. TAXES, SPECIAL ASSESSMENTS AND CHARGES.
   a. All regular taxes due and payable in the fiscal year ending June 30, 19__ , are to be paid by the Seller.
   b. All regular taxes for the current fiscal year ending June 30, 19__ , due to be pro-rated between Buyers and Sellers as of the date of possession. The basis of such proration shall be the last known actual taxes paid by each party, if such taxes are not paid upon a full assessment of the current fiscal year. Improvements in the property shall be based on the current tax rate and the assessed value or actual value shown on assessors records at the time of settlement.
   c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by the Sellers. All charges for solid waste removal, sewage, other utilities, and assessments for maintenance attributable to the Sellers' possession are to be paid by the Sellers.
2. In the event a new mortgage is executed, agrees to pay all costs involved therein, Seller agrees to pay all taxes as and if due, and if necessary, to pay up to 10% of the amount of the mortgage obtained by the Buyer.
3. Possession to be given on or about __/___, 19__ , and adjustments of interest, rents and damage deposits held by Seller to be made of like date, settlement to be made upon approval of title but not later than date of possession.
4. The Buyer is to furnish the abstract of title within a reasonable time from date of acceptance, to date of delivery of deed or formal contract, showing good and merchantable title, free and clear of all taxes, assessments, liens and encumbrances, other than those specified, except liens, restrictions, easements, mineral reservations made by former owners. In case we find that the abstract does not show good and merchantable title, we agree to submit to you in writing our objections and to give you right to have all payments returned, or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and expenses incurred by the Buyer in obtaining merchantable title.
5. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing. Any agreement written on the back hereof, and there signed by the parties, shall be a part of this contract.
6. If the Buyer fails to fulfill this agreement he will pay to the agent the regular commission in full, and the Buyer shall have the right to all payments returned, or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
7. If the Seller fails to fulfill this agreement he will pay the agent the regular commission in full, and the Buyer shall have the right to all payments returned, or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
8. All subsequent sales and special assessments are to be paid by the Buyers.
9. In the performance of each part of this agreement, time shall be of the essence.
10. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligations for commission to the agent, and the balance, if any, shall be paid to and become the property of the Buyer, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed for all payments made herein the end of the commission shall be paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance, if any, shall be paid to and become the property of the Seller.
11. In the performance of each part of this agreement, time shall be of the essence.
12. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligations for commission to the agent, and the balance, if any, shall be paid to and become the property of the Buyer, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed for all payments made herein the end of the commission shall be paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance, if any, shall be paid to and become the property of the Seller.
13. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by the Sellers. All charges for solid waste removal, sewage, other utilities, and assessments for maintenance attributable to the Sellers' possession are to be paid by the Sellers.
14. Any agreement written on the back hereof, and there signed by the parties, shall be a part of this contract.
15. If the Buyer fails to fulfill this agreement he will pay to the agent the regular commission in full, and the Buyer shall have the right to all payments returned, or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
16. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligations for commission to the agent, and the balance, if any, shall be paid to and become the property of the Buyer, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed for all payments made herein the end of the commission shall be paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance, if any, shall be paid to and become the property of the Seller.
17. If the Seller fails to fulfill this agreement he will pay the agent the regular commission in full, and the Buyer shall have the right to all payments returned, or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
18. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligations for commission to the agent, and the balance, if any, shall be paid to and become the property of the Buyer, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed for all payments made herein the end of the commission shall be paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance, if any, shall be paid to and become the property of the Seller.
19. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligations for commission to the agent, and the balance, if any, shall be paid to and become the property of the Buyer, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed for all payments made herein the end of the commission shall be paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance, if any, shall be paid to and become the property of the Seller.
20. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in the existing Code of Iowa, and all payments made herein shall be forfeited to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligations for commission to the agent, and the balance, if any, shall be paid to and become the property of the Buyer, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed for all payments made herein the end of the commission shall be paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance, if any, shall be paid to and become the property of the Seller.

I hereby accept the above offer this ______ day of __________, 19__, and agree to pay Lundstrom Realty, the commission for the sale as above provided.

Address: ______________________

Phone: ______________________

Purchaser: ____________________

I hereby accept the above offer this ______ day of __________, 19__, and agree to pay Lundstrom Realty, the commission for the sale as above provided.

Address: ______________________

Phone: ______________________

Owner: ______________________

Owner: ______________________

Salesman: ____________________

Mortgage or Abstract: ________

Listing Salesman or Co.: ________

Buyers Attorney: ______________

LUNDSTROM REALTY
104 East 1st Street, Ankeny, Iowa 50021 (515)-964-1114

Date: ________________
OFFER TO BUY AND ACCEPTANCE
Approved by the Iowa Association of Realtors.

TO: Des Moines Area Community College

THE UNDERSIGNED (herein designated as Buyers) hereby offer to buy the real property situated in Johnson County, Iowa, located at and briefly described as 121 East Randall Rd., and legally described as Block 1, Lot 15 Applewood Knolls

This agreement is also subject to the following conditions:

1. TAXES, SPECIAL ASSESSMENTS AND CHARGES.
   a. All regular taxes due and payable in the current fiscal year are to be paid by the Buyers.
   b. For the current fiscal tax and payable due and payable in the fiscal year ending June 30, 1975, are to be prorated between Buyers and Sellers as of the date of possession. The basis of such proration shall be the last known actual taxes payable. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based upon the average tax rate and the assessed value or actual value shown on assessors records at the time of settlement.
   c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by the Buyers. All charges for solid waste removal, sewage, other utilities, and assessments for maintenance attributable to the sellers possession are to be paid by the sellers.
   d. All subsequent taxes and special assessments are to be paid by the Buyers.

2. INSURANCE. Sellers shall maintain $4,500.00 of fire, windstorm and extended coverage Insurance until possession is given and shall force the insurance on the policies in such amount making loss payable to the parties as their interest may appear. Risk of loss from such hazards is to Buyers only when and as soon as (1) this offer is signed by both Buyers and Sellers and (2) upon performance of paragraph B above. If Buyer purchase on installment contract, they shall, at their own expense, after possession, keep in effect fire, windstorm and tornado Insurance, with extended coverage, for the benefit of the parties hereto, at an amount not less than the unpaid balance of the purchase price. The policies shall be delivered to Seller.

3. FIXTURES. (a) All personal property that integrally belongs to or is part of the real estate. If not attached or detached, such as walk to wall carpeting, light fixtures, antiques, rods, blinds, venetian blinds, awnings, sinks, window air conditioners, ovens, built in items and electrical service cable, fencing and other attached fixtures, tools, bushes, shrubs and plants, shall be considered a part of real estate and included in this sale except...

4. CONDITION OF PROPERTY. The real estate (and any personal property contracted for) as of the date of this offer, and in its present condition will be preserved and delivered intact at the time possession is given. Sellers warrant all mechanical and electrical equipment is in reasonable working condition. The agent makes no representations or warranties as to the physical or mechanical condition or the property, real or personal.

5. TERMINES. Buyers at their option and expense may have this property inspected for termites within seven (7) days after acceptance of this offer or purchase. Purchase price shall be made payable to the parties as their interests may appear. Risk of loss from such hazards is to Buyers only when and as soon as (1) this offer is signed by both Buyers and Sellers and (2) upon performance of paragraph B above. If Buyer purchase on installment contract, they shall, at their own expense, after possession, keep in effect fire, windstorm and tornado Insurance, with extended coverage, for the benefit of the parties hereto, at an amount not less than the unpaid balance of the purchase price. The policies shall be delivered to Seller.

6. ACCEPTANCE. If this offer is accepted by Buyers or is withdrawn, the Broker shall pay the Broker's commission on real estate and ___% commission on business enterprises and inventories, payable in Carroll, Iowa. Minimum commission shall be $1,500.00. If this offer is not accepted by Buyers or is withdrawn, the Broker shall return the $1,500.00 in full to the Buyers without-liability on the part of agent to either party.

7. REPRESENTATIONS. It is understood that no representations made by the Broker or salesperson in the negotiation of this sale shall be binding upon either party unless incorporated herein in writing and this property has not been offered or shown to Buyers by another person or agency.

DATE: This is a LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEE LEGAL ADVICE.

See reverse side for further conditions and provisions.
EXECUTIVE SESSION

MAY 23, 1977

The Board of Directors of Des Moines Area Community College met in executive session in Bldg. #31, Room 3115, Ankeny campus, on May 23, 1977, for the purpose of discussing consideration of a real estate purchase. The session was called to order by Board President, Walter Hetzel, at 5:45 p.m.

ROLL CALL

Members present: Maurice Campbell
Murray Goodman
Walter Hetzel
Max Kreager
Eldon Leonard
Walter Stover
Harold Welin

Members absent: Harry Bloomquist
Donald Rowen

Others present: Paul Lowery, Superintendent
Irvin Steinberg, Board Secretary
Eugene Snyders, Vice President, Business Mgmt.
Don Zuck, Dean, Facilities & Aux. Services

ADJOURNMENT

It was moved by H. Welin, seconded by M. Goodman, that the executive session be adjourned. Motion passed and the session adjourned at 8:30 p.m.

WALTER HETZEL, President

IRV STEINBERG, Secretary
THIS CONTRACT is entered into by and between Paul J. Lowery, a duly qualified teacher and superintendent, hereinafter called the Superintendent, and the Board of Directors, hereinafter called the Board, of the Des Moines Area Community College, Merged Area XI District, located in Ankeny, County of Polk, State of Iowa.

WITNESSETH, that the said Paul J. Lowery agrees to serve as superintendent of the Des Moines Area Community College for the school years 1977-78, 1978-79, and 1979-80, each consisting of twelve (12) calendar months, commencing July 1, 1977, and will faithfully perform the duties of superintendent of the college according to law and the rules now or hereafter legally established for the governance thereof, including the exercise of due diligence in the preservation of the school buildings, grounds, furniture, apparatus, and other school property.

IN CONSIDERATION of said services, the Des Moines Area Community College agrees to pay said Superintendent at the annual salary of not less than Thirty Eight Thousand Five Hundred Dollars ($38,500.00) payable each year in twelve (12) equal installments, on or about the last day of each calendar month, and shall further contribute and deposit Four Thousand Dollars ($4,000.00) each year toward the purchase of an annual premium retirement annuity for the Superintendent.

This contract is tendered and accepted under the following additional terms and conditions:

1. The Superintendent shall during the term of this contract have in force and effect any certificates required by law or the State Department of Public Instruction authorizing him to serve as superintendent of the college.

2. The Superintendent shall:
   (a) Serve as executive officer of the Board of Directors of the college.
   (b) Give full working time to the district and will engage in no other gainful work without prior consent of the Board.
   (c) Supervise the educational programs of the district.
   (d) Prepare and supervise the administration of the budget.
   (e) Perform all duties necessary as superintendent.
   (f) As a further condition of employment, and in order to insure efficient operation and management of the Des Moines Area Community College, be required to reside in the house owned by the Des Moines Area Community College located at SE 9th and Trilein Streets, Ankeny, Iowa, and to pay a nominal rental therefor of $50 per month, which will include reimburse-
ment to the college for utilities used for the personal benefit of
the Superintendent. The college will pay telephone, other utilities,
insurance, taxes and special assessments, if any.

(g) Be bound by all rules and regulations now or hereafter adopted by the
Board, not in conflict with provisions contained herein.

(h) Meet all requirements of the Board.

3. The Superintendent shall be entitled to twenty (20) days vacation per year
and other 'leaves of absence' provided by policy as exists or to be established by
the Board, including those days designated as legal holidays.

4. For the purpose of determining deductions from salary in case of absence
from or discontinuance of service, a school year shall be understood to consist of
two hundred sixty (260) days, spread throughout fifty-two (52) weeks. All days
designated as holidays by the Board are to be regarded as days of service rendered,
subject to the rules governing payment for such days as established by the Board.
The deduction for absence for which pay is not allowed shall be made at the rate
of 1/260ths of the annual salary for each day of such absence. If the Superintendent
for any reason is in the service of the district for less than two hundred sixty (260)
days in any school year, he shall receive a total amount equal to as many 260ths of
the annual salary as is the number of days of service rendered by him during the
school year, as defined above.

5. The Board may only terminate this contract for incompetency, inattention to
duty, a violation of any of the terms and conditions of this contract, or any good
cause.

6. Since the college endeavors to provide opportunities for employees to
participate in one or more retirement systems:

IT IS AGREED that the Superintendent shall become a member of such a retire­
ment system or systems as may be required by the laws of the State of Iowa and
rules of the Board.

IT IS FURTHER AGREED that the Superintendent shall pay into such retirement
system or systems at the time of receiving each installment of his compensation, a
contribution according to the per centum of that installment required by the rules
of the said system or systems.

IT IS ALSO AGREED that the Superintendent shall file in the office of the
Secretary of the Board such records of qualifications as may be required, and will
from time to time submit to such physical examination as may be required by the
Board.

7. The Superintendent shall be provided access to an automobile for his use
in conducting the affairs of the college. When using the vehicle for nona
related travel, he shall provide gas and oil from personal funds.

Executed in duplicate this 23rd day of May, 1977.

PRESIDENT, BOARD OF DIRECTORS
DES MOINES AREA COMMUNITY COLLEGE
May 20, 1977

Mr. Walter L. Hetzel
President, Board of Directors
Des Moines Area Community College
Ankeny, Iowa 50021

Dear Mr. Hetzel:

At the meeting of the Des Moines Board of Education on Tuesday, May 17, the question of the potential use of North High School for an urban center of the Des Moines Area Community College was discussed. The Board members expressed the view that the North High facilities would not be available for sale, or rental, to your school for an urban center.

I wish to remind you that this feeling does not include the potential use of Irving Junior High School. This facility is more centrally located, has considerable ground for development of parking, is less costly to modernize for such a center, and is near I-235 and major streets. The Board has not acted, but I think they would consider a one dollar cost for the transfer of the building so long as it would continue to be used for an educational program for another taxing body.

Thank you very much.

Sincerely,

Dwight M. Davis
Superintendent

cc: Paul J. Lowery
DATE May 20, 1977
TO Mr. Lowery
FROM Leonard Bengtson
RE: Student Completion Rate in Arts & Sciences Classes at the Urban Center

Analysis of Urban Center Arts & Sciences class records for fall quarter, 1976, reveals that 31.6% of the enrollees failed to satisfactorily complete the courses within the allotted time with at least a "D" grade. Conversely, 68.4% did satisfactorily complete the course within the allotted time with at least a "D" grade. For winter quarter, the figures were nearly identical - 31.9% non-completers and 68.1% satisfactory completers.

A summary of the information from which these percentages were drawn is shown below.

<table>
<thead>
<tr>
<th></th>
<th>Number of Sections</th>
<th>Total Class Enrollees</th>
<th>&quot;F&quot; Drops</th>
<th>&quot;F&quot; Grade</th>
<th>Incomplete &quot;Q&quot; Grade (No Credit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall Quarter</td>
<td>50</td>
<td>776</td>
<td>82</td>
<td>36</td>
<td>43</td>
</tr>
<tr>
<td>Winter Quarter</td>
<td>49</td>
<td>705</td>
<td>104</td>
<td>25</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td></td>
<td>245 &quot;Non-completers&quot;</td>
<td>776 Enrollees</td>
<td>= 31.6%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>225 &quot;Non-completers&quot;</td>
<td>705 Enrollees</td>
<td>= 31.9%</td>
<td></td>
</tr>
</tbody>
</table>

It is likely, of course, that some of those people who received "Incompletes" did later complete the work and receive a passing grade. If as many as 50% did so (which is probably high), the percentages failing to complete with at least a "D" grade would be further reduced to 28.6% for fall quarter and 29.9% for winter quarter.

Ankeny Campus
Fall Quarter - 21.7%
Winter Quarter - 26.1%

Extension Centers (Carroll, Guthrie, Newton, Osteopathic Hospital)
Fall Quarter - 17.8%
Winter Quarter - 14.5%

RECEIVED MAY 20 1977
S U P T ' S O F F I C E
Comments made by AIDP Evaluator, Cliff Fields, concerning the Urban Center during informal conversations and not a part of the formal evaluation report

The major portion of the comments listed below were made by Cliff Fields from Chicago City College System and were based on his assumption that the primary purpose of the Urban Campus is to form a bridge for the disadvantaged student between their present stage of educational attainment and that needed for entry into a traditional higher education setting.

1. The present stage of development of the Urban Campus programming has met the objectives that were established at the conception of the center. Further development in the present vein could result in an additional attendance center rather than a transitional campus.

2. The attendance of racial minorities was not strongly evident in the evening classes on Monday, May 16, 1977. One total minority class was being conducted for Spanish-American women.

3. More emphasis should be placed on having students use the services of the Career Exploration Center as a means of building confidence and interest for attendance at the Ankeny Campus.

4. Transportation from the urban area should be provided at minimal personal cost during the entire day and evening for residents from that area to involve them in the mainstream of higher education at the Ankeny Campus. Mr. Fields felt this was the only way that the target group could be prepared both vocationally and psychologically to enter employment upon completion of an advanced education program.

5. Eliminate courses at the Urban Campus that are above introductory college courses. The only level he would offer would be the "101" courses in a variety of areas, thus forcing attendance at the Ankeny Campus.
6. The change in the campus security, safety and student population have all encouraged the middle class white male adult student to use the facility for evening classes because of the convenience of location. This presents a threat to the minority groups, including women, because instructors have had to accelerate the rate of learning in these classes and resort to the traditional teaching methods that do not meet the needs of the student that needs to build self confidence, self image and have educational successes as a motivational factor to move into the traditional educational patterns.

7. Doubt was expressed that the building of new facilities would further the concept of a transitional campus. Rather, it was felt that new facilities would result in another attendance center, require duplication of courses presently offered at Ankeny and serve as a convenience for the traditional student. Enrollment numbers would increase but not from the population that the center was originally designed to serve.

8. More recruitment efforts should be made to attract the urban non-traditional student. This should include the employment of outreach workers, more contact with agencies and funding organizations and emphasis on remediation.

9. More emphasis should be placed on remediation programs and courses that are skill related to achieve immediate goal attainment and visible success to a population that has had very little in personal satisfaction and success in their former educational efforts.

10. Less emphasis should be placed on the developing of FTEE count since many of the needed programs are not producers of this type of student count.