

Lied Center School Consortium
Governing Superintendents Meeting
Central Rivers Area Education Agency
<https://centralriversaea.zoom.us/j/83342473421>

May 1, 2025 11:45 AM
Agenda

1. Call to Order – David Hill, Waverly-Shell Rock Superintendent
2. Roll Call

Members with students attending as of April 25, 2025:		32
Aplington-Parkersburg	Grundy Center	PCM
BCLUW	Hampton-Dumont	Starmont
CAL	Hudson	South Tama
Cedar Falls	Independence	Sumner-Fredericksburg
Charles City	Iowa Falls	Tripoli
Clarksville	Marshalltown	Vinton-Shellsburg
Dike-New Hartford	New Hampton	Wapsie Valley
Dunkerton	North Butler	Waterloo
East Buchanan	North Fayette Valley	Waverly-Shell Rock
Gladbrook-Reinbeck	North Tama	West Marshall
Greene County	Oelwein	

Members with no students attending as of April 25, 2025:		17
BGM	Grinnell-Newburg	Postville
Eldora-New Providence	Hubbard-Radcliffe	Union
Denver	Interstate 35	West Fork
Des Moines	Jesup	West Delaware
East Marshall	Mason City	Western Dubuque
GMG	Nashua Plainfield	

A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body provides public access to the conversation of the meeting to the extent reasonably possible. The place of the meeting is the place in which the communication originates and the minutes of the meeting shall include a statement explaining why the meeting in person was impossible or impractical as pursuant to Iowa Code 21.8. The reason for the meeting being held by electronic means is due to length of travel to the meeting site.

3. Approve Agenda
4. Approve Minutes
5. Financial Update Michael Kalvig
6. Review & Approve Lied Center Building Lease Agreement David Hill
7. Program Update David Hill/Tori Watson
8. Next meeting, Fall 2025
9. Adjourn

**Minutes of the meeting
of Bremwood Lied Center School Consortium
November 7, 2024 at 12:45 p.m.**

Members in attendance:

Charles City, Clarksville, Dike-New Hartford, Dunkerton, Gladbrook-Reinbeck, Grundy Center, Hampton-Dumont, Hudson, Independence, Marshalltown, North Butler, North Tama, Sumner-Fredericksburg, Tripoli, Wapsie Valley, Waterloo, and Waverly-Shell Rock.

A representative from the following schools with students enrolled was absent: East Buchanan, Eldora-New Providence, Grinnell-Newburg, Jesup, Nashua-Plainfield, and Union.

This meeting was held in person and by electronic means due to length of travel to the meeting site.

David Hill, Waverly-Shell Rock Superintendent, called the meeting to order at 12:32 p.m.

Motion by Grundy Center, second by North Tama, to approve the agenda as presented. Motion carried.

Motion by Marshalltown, second by Waterloo, to approve the minutes of the May 4, 2024 meeting. Motion carried.

Michael Kalvig presented the 2024-2025 school year budget. The budget reflects increases to staffing costs, including the addition of a custodian as well as utility expenses no longer covered by the lease agreement with Lutheran Services in Iowa (LSI). Motion by Charles City, second by Waterloo, to approve the budget as presented. Motion carried.

Michael Kalvig shared information regarding the School Budget Review Committee (SBRC) Administrative Cost request.

Tori Watson, Lied Center Principal, shared a video with updates to the Lied Center program. David Hill shared that Lutheran Services in Iowa (LSI) has ended much of the programming on the Bremwood campus and may be looking to sell the property in the near future. The Waverly-Shell Rock board of directors met in closed session to consider options for leasing or purchasing the property. Mr. Hill would report to the consortium members as more information is available. Mr. Hill asked permission to recruit van drivers for associate positions at the Lied Center as it would help with staffing and potentially save the school the roundtrip mileage and driver costs. No one present expressed any objection.

Next meeting: Spring 2025.

Motion by Hudson, second by South Tama, to adjourn the meeting at 12:42 p.m.

David Hill, Chairperson

Michael Kalvig, Secretary

Lied Center Consortium

FY25 Budget

As of March 31, 2024

Total Consortium Days Estimated:

9256

Special Education Consortium Costs				
Special Ed. Instructional Costs	General Ledger Code	Budgeted Costs	Actual To Date	% of Budget
Salaries & Benefits	10 ???? 1200 217 3303 592	\$ 1,744,848.56	\$ 1,012,996.24	58.06%
Purchased Service	10 ???? 1200 217 3303 32?	\$ 19,992.96	\$ 10,860.00	54.32%
Supplies	10 ???? 1200 217 3303 612	\$ 22,954.88	\$ 22,959.94	100.02%
Training	10 ???? 2213 217 3303 33?	\$ 6,016.40	\$ 3,839.97	63.83%
Technology Equipment	10 ???? 1200 217 3303 734	\$ 3,332.16	\$ 5,243.85	157.37%
Special Ed. Nursing Costs				
Salaries & Benefits	10 ???? 2134 217 3303 592	\$ 74,140.56	\$ 43,248.66	58.33%
Special Ed. Admin. Costs				
Special Ed. Administrator	10 ???? 2331 217 3303 592	\$ 91,819.52	\$ 61,191.23	66.64%
Individualized Costs				
1 on 1 Associate Support	10 ???? 1200 218 3303 592	\$ -		
Total Special Ed. Consortium Exp.		\$1,963,105.04	\$1,160,339.89	59.11%

Non- Special Ed. Consortium Costs				
Non-SBRC Admin. Costs.	General Ledger Code	Budgeted Costs	Actual To Date	% of Budget
Salaries & Benefits	10 ???? 2331 000 0000 592	\$ 4,905.68	\$ 3,236.97	65.98%
Non-Special Education Instruction				
Salaries & Benefits	10 ???? 1??? 100 0000 592	\$ 46,835.36	\$ 26,431.77	56.44%
Supplies	10 ???? 1??? 100 0000 618	\$ 1,018.16	\$ 1,931.03	189.66%
Central Admin				
Salaries & Benefits	10 ???? 2410 000 0000 592	\$ 42,485.04	\$ 39,944.45	94.02%
Operation & Maintenance				
Salaries/Benefits	10 ???? 26?? 000 0000 592	\$ 60,719.36	\$ 41,220.04	67.89%
Repair/Maintenance Service	10 ???? 26?? 000 0000 43?	\$ 9,996.48	\$ 786.46	7.87%
Utilities	10 ???? 26?? 000 0000 622	\$ 56,461.60	\$ 25,083.24	44.43%
Fiscal Agent Fee				
Fiscal Agent Fee	10 ???? 2510 000 0000 592	\$ 4,072.64	\$ -	0.00%
MANAGEMENT - Property/Casualty Insurance				
Workers Compensation	22 ???? 1??? 000 0000 26?	\$ 6,386.64	\$ -	0.00%
Property/Casualty Insurance	22 ???? 1??? 000 0000 52?	\$ -	\$ -	
PPEL-SAVE Lease & Equipment				
Building Lease	3? ???? 26?? 000 0000 441	\$ 125,603.92	\$ 62,800.00	50.00%
Copier Lease	3? ???? 1??? 000 0000 442	\$ 4,998.24	\$ -	0.00%
Internet	3? ???? 2236 000 0000 53?	\$ 462.80	\$ 167.48	36.19%
Total Non-Special Ed. Consortium Exp.		\$ 363,945.92	\$201,601.44	55.39%
Grand Total		\$2,327,050.96	\$1,361,941.33	58.53%



LEASE AGREEMENT

This Lease Agreement (the "Lease") is made on July 1, 2025, and is between Lutheran Services in Iowa, Inc. ("Landlord"), 3125 Cottage Grove Avenue, Des Moines, IA 50311, and Waverly-Shell Rock Community School District ("Tenant"), 1415 4th Ave. SW, Waverly, IA 50677.

The parties agree as follows:

1. **LEASED PREMISES.** Landlord shall lease to Tenant a portion of the buildings owned by Landlord known as the Lied Education and Memorial Halls located at the Bremwood Residential Treatment Center in Waverly, Iowa (the "Premises"). Specifically, the Premises shall consist of the following rooms and areas incident thereto: the special education classrooms, kitchen, and cafeteria in Lied Education Center and the closet and office on the floor and the office on the gym stage of Memorial Hall. Tenant shall have the right to use any portion of the Premises that are designed by Landlord for access, including driveways, sidewalks, parking areas, and loading areas.
2. **TERM.** This Lease shall commence on July 1, 2025, and terminate on June 30, 2026 (the "Term"). Tenant shall be entitled to possession on the first day of the Term and shall yield possession to Landlord at the end of the Term.
3. **PAYMENT.** Tenant shall pay Landlord a sum of \$127,500 for the Term in two installments. The first installment of \$63,750 is due by February 1, 2025, for the lease period July 1 through December 31, 2025, and the second installment of \$63,750 is due by August 1, 2025, for the lease period January 1 through June 30, 2025. The total cost of \$ 127,500 for the year is distributed as follows:

Special Education Classrooms, kitchen, and cafeteria. (Lied Education Ctr.).	\$124,026
Closet and Office (1 st floor, Memorial Hall)	\$1,720
Office (Gym Stage, Memorial Hall)	\$1754
Total	\$127,500

Payment shall be sent to:

Lutheran Service in Iowa, Inc, Finance Department
3125 Cottage Grove Avenue
Des Moines, IA 50311

4. **USE.** Tenant shall use the Premises only for educational purposes and related general office use. Tenant shall have access to the Premises twenty-four hours per day and seven (7) days per week. Landlord agrees to provide keys to designated representatives of Tenant for access to the Premises. Tenant shall return the keys to Landlord at the termination or expiration of this Lease.

5. CARE AND MAINTENANCE.

- a. Tenant takes the Premises as is, except as herein provided.
- b. Landlord's obligation shall include, but not limited to repairing, maintaining, and (if necessary) replacing roof, exterior walls, foundation, footings, structural systems. If Landlord fails to make any repairs or replacements within ten (10) business days after written notice from Tenant, Tenant may make the necessary repairs or replacements and either (i) invoice landlord for its expenses, or (ii) deduct its expenses from the next rental payment it owes under this Lease.
- c. Tenant will be responsible for all maintenance and repair of all daily operations including but not limited to, floor, water, sewer, interior and exterior doors, windows, heating and cooling system, lighting, playground equipment.
- d. Tenant will be responsible for repair or replacement of appliances the Tenant uses in the kitchen and employee breakroom as needed during this Lease. Any appliance that needs to be replaced by the Tenant will be the property of the Tenant at the termination of the Lease.
- e. Tenant shall maintain the interior spaces of the Premises in a reasonable safe, serviceable, clean, and presentable condition. Tenant shall make no structural changes or alternations without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.
- f. Landlord will be responsible for lawn care, snow and ice removal.
- g. Janitorial services shall be furnished at the expense of the Tenant as well as pest extermination services at reasonable intervals or as necessary, Tenant shall store all trash and garbage within designated areas as identified by Landlord, and removal of garbage and trash shall occur in the manner and areas designated by Landlord. If the Tenant fails to maintain the Premises in a clean condition, Landlord may after providing three (3) days written notice to Tenant, have the Premises cleaned at the Tenant's expense.
- h. Tenant will not permit or allow said Premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents, or employees.

- 6. UTILITIES AND SERVICES.** Tenant shall pay for electricity, heat, water, air conditioning, and phone services. Landlord shall provide Tenant with an invoice for its monthly usage of utilities and services and Tenant shall pay the invoice within thirty (30) days of receipt. Landlord represents and warrants that all utilities billed to Tenant are separately metered, and Landlord shall provide a copy of any applicable utility bill upon Tenant's request.

Landlord will allow and support network connectivity between buildings on campus. This includes VLAN setup, configuration & management. Landlord's IT Department will require 24-hour notice for any change requests.

- 7. SURRENDER.** Upon the termination of this Lease, Tenant will surrender the Premises to Landlord in the same condition the Premises were in when possession was given to Tenant, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the Term of this Lease and the acceptance of payment by Landlord shall constitute a month-to-month extension of this Lease.
- 8. RIGHT OF FIRST REFUSAL TO PURCHASE.** Landlord shall grant Tenant a Right of First Refusal to purchase the Premises ("Right of First Refusal"). If any individual or entity at any time makes a bona fide offer to purchase the Premises (or any part thereof), or if Landlord at any time makes a bona fide offer or otherwise proposes to sell or transfer (whether by sale, gift or otherwise) the Premises (or any part thereof) to any individual or entity (collectively, the "Offer"), Landlord shall immediately notify Tenant in writing. The notification shall state the specific terms of the Offer and shall include a copy of the written Offer, if any. Upon request, Landlord shall provide Tenant with information regarding the Offer, including documentation that the Offer is valid. For a period of forty-five (45) days after the date on which Tenant receives the written notice of Offer described above ("Right of First Refusal Period"), Tenant

shall have the exclusive right to acquire the Premises (or any part thereof) for the same price, if any, as Landlord proposed to accept from the other party as stated in the Offer.

9. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld. Landlord shall not transfer to any other person (i) any discretion granted under this Lease, (ii) any right under this Lease, (iii) any remedy under this Lease, or (iv) any obligation imposed under this Lease.

10. **INSURANCE.**

- a. **Liability.** Tenant shall carry general liability insurance covering the Premises in an amount not less than \$500,000 per occurrence and \$1,000,000.00 annual aggregate. Landlord shall be named as an additional insured.
- b. **Property.** Both parties may insure its personal and real property located within the Premises solely at its own expense.

11. **INDEMNIFICATION.** Except for any act, omission, or negligence of Landlord and only to the extent permitted by law, Tenant will hold harmless, , and indemnify Landlord from and against any and all loss, costs, damage and expenses occurrence to the extent caused by an act or omission of Tenant causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises.

12. **DAMAGE.** Except as otherwise provide in this Lease, Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

In the event of damage to the Premises, so that Tenant is unable to conduct business on the Premises, this Lease may be terminated at the option of either party. Such termination shall be affected by written notice of one party to the other within twenty (20) days after such notice. Both parties shall be released from all future obligations. However, Tenant shall provide payment pro rata to the date of damage or Landlord shall reimburse Tenant pro rata for any payments made in advance from the date of damage to the end of the lease period.

13. **MECHANIC'S LIENS.** Neither Tenant, nor anyone claiming by, through, or under the Tenant, shall have the right to file any mechanic's lien against the Premises.

14. **DEFAULT AND REMEDIES.** Failure to make payments when due, or to perform any duties, obligations, agreements, or conditions imposed pursuant to the terms of this Lease, shall constitute a default by party failing to perform. The non-breaching party shall give the breaching party a written notice specifying the default and give ten (10) days in which to correct the default. In the event breaching party has not remedied the default in a timely manner, the non-breaching party may proceed with all available remedies at law or in equity. The prevailing party in any action arising out of this Lease shall be awarded its attorney's fees and costs incurred in the action in addition to any recovery awarded in the action.

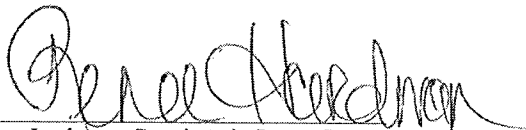
15. **NOTICES AND DEMANDS.** All notices shall be given to the parties at the addresses designated in the introductory clause unless either party notifies the other, in writing, of a different address. Such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

16. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.

17. **CHOICE OF LAW.** All claims relating to this Lease shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.
18. **FORUM.** The sole and exclusive jurisdiction for any action arising from or relating to this Lease shall be in the state or federal courts located in the State of Iowa.
19. **MODIFICATION.** No amendment of this Lease will be effective unless it is in writing and signed by both parties.
20. **WAIVER.** No waiver under this Lease will be effective unless it is in writing and signed by the party granting the waiver.
21. **ENTIRE AGREEMENT.** This Lease represents the entire understanding between the parties with respect to the subject matter of this Lease and supersedes all other agreements, whether written or oral, between the parties.
22. **SEVERABILITY.** The parties agree that if a dispute between the parties arises out of this Lease, they would want the court to interpret this Lease will remain in effect; (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Lease, by holding the entire lease unenforceable.

The parties are signing this Lease as of the date stated in the introductory clause.

Landlord


Lutheran Services in Iowa, Inc.

Tenant


Waverly Shell Rock Community School District