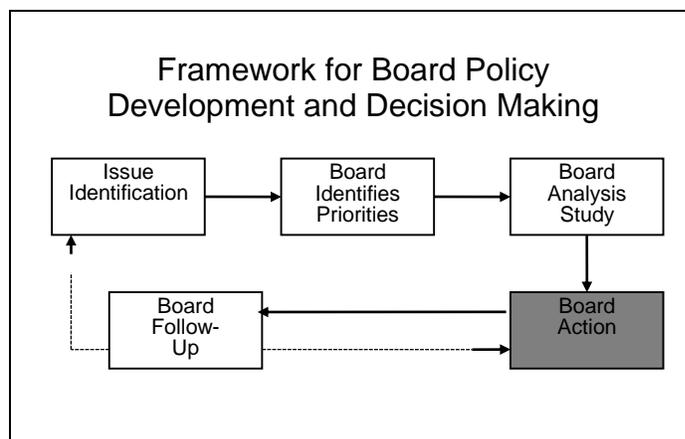


# Iowa State Board of Education

## Executive Summary

March 26, 2015



**Agenda Item:** Accreditation – Farragut Community School District

**Iowa Goal:** All PK-12 students will achieve at a high level.

**State Board Role/Authority** Iowa Code § 256.11

**Presenters:** Jeff Berger, Deputy Director  
Division of School Finance and Support Services

Amy Williamson, Chief  
Bureau of School Improvement

**Attachments:** 1

**Recommendation:** It is recommended that the State Board grant conditional accreditation to the Farragut Community School District.

**Background:** Members of the Department of Education’s (Department) Bureau of Finance, Facilities, Operation and Transportation Services conducted a desk audit and site visit of Farragut Community School District beginning May 27, 2014, as part of a full review of the district’s finances. An accreditation committee appointed by the Department director visited the Farragut Community School District on June 24-25, 2014, based on the district’s failure to correct numerous and significant instances of noncompliance, which were originally cited in 2011. The Department prepared a report of that visit and presented that report to the State Board, together with the district’s responses, at the State Board’s October 30, 2014, meeting. On that date, the State Board granted the Farragut Community School District until February 16, 2015, “to implement the corrective actions required ... using the action plan submitted by the district and amended as recommended in the Department’s analysis.” The accreditation committee visited the district on February 18 and 19, 2015, with the findings of that visit summarized in the attached report.

# **Phase II Accreditation Final Report Farragut Community School District**

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## I. Introduction and Overview of Phase II Process

**Legal Authorities and Framework.** Iowa Code section 256.11 (2015) contains a process and substantive standards by which the Iowa Department of Education (Department) and the Iowa State Board of Education (State Board) accredit school districts. Subsection 256.11(10) contains a two-tiered process for accreditation, the second tier being applicable if a school district “is deficient and fails to be in compliance with accreditation standards.” If a school district is so identified, the Department appoints an “accreditation committee” to conduct an on-site visit to determine compliance and make a report to the director and a recommendation to the State Board about continued accreditation. That report and recommendation may include a plan with timelines for correction. The school district may reply to the proposal and plan for correction, which may be modified by the State Board. The accreditation committee is subsequently required to determine if the noncompliance has been corrected.

Subsection 256.11(11) requires the accreditation committee to “revisit” the school district to “determine whether the deficiencies in the standards have been corrected.” The committee shall make a report to the director of the Department and to the State Board, specifying whether the school district shall remain accredited and, if so, under what conditions, if any. “The state board shall review the report and recommendation, may request additional information, and shall determine whether the deficiencies have been corrected.” If deficiencies have not been corrected, and the conditions of continued accreditation are not “mutually acceptable to the state board and the district’s board of directors, the state board shall deaccredit the district.”

The decision by the State Board of whether to continue to accredit the school district is required to be based on a determination of the best interests of the students, parents, residents of the community, teachers, administrators, and school district board members and upon the recommendations of the accreditation committee and the director.

This is the final report submitted pursuant to Iowa Code section 256.11(11).

**Background.** Members of the Department’s Bureau of Finance, Facilities, Operation and Transportation Services conducted a desk audit and site visit of Farragut Community School District (CSD) beginning May 27, 2014, as part of a full review of the district’s finances. An accreditation committee appointed by the Department director visited the Farragut CSD on June 24-25, 2014, based on the district’s failure to correct numerous and significant instances of noncompliance, which were originally cited in 2011. The Department prepared a report of that visit and presented that report to the State Board, together with the district’s responses, at the State Board’s October 30, 2014, meeting. On that date, the State Board granted the Farragut CSD until February 16, 2015, “to implement the corrective actions required ... using the action plan submitted by the district and amended as recommended in the department’s

analysis.” The accreditation committee visited the district on February 18 and 19, 2015, with the findings of that visit summarized in this document.

***Accreditation Committee Members.*** The Farragut CSD accreditation committee consisted of the following personnel from the Department’s Bureau of School Improvement: Amy Williamson, Bureau Chief; Steve Crew, Administrative Consultant; Cindy Butler, Lead Consultant; Janet Boyd, Consultant; Margaret Jensen-Connet, Consultant; and Sandy Johnson, Consultant; as well as Thomas Mayes, an attorney with the Department’s Division of Learning and Results.

## II. Executive Summary

For the reasons stated in Parts III and IV, the accreditation committee recommends that the Farragut CSD remain accredited, subject to the conditions set forth below and if the conditions are “mutually agreeable” to the State Board and the board of directors of the Farragut CSD.

The accreditation committee finds that continued but conditional accreditation is in the best interest of education and of the Farragut school community. The Farragut CSD has corrected the vast number of outstanding citations within the time period prescribed by the State Board. The Farragut school community has been responsive to support and assistance provided by the members of the accreditation committee and other Department personnel. All but one of the outstanding items of noncompliance will be resolved by closure of buildings and new construction. The only item remaining uncorrected concerns an offer-and-teach requirement for English-language arts, which could not practically be corrected during the school year. Continued but conditional accreditation simultaneously recognizes (1) the substantial work of the Farragut school community, and (2) the district’s continued need for support to improve and independently sustain compliance and performance.

If the board of directors of the Farragut CSD does not accept the conditions outlined in this report by April 10, 2015, the accreditation committee recommends deaccreditation of the Farragut CSD.

The accreditation committee does not recommend deaccreditation without offering the Farragut CSD the support provided in the conditions set forth on the following pages. It would not be in the interest of education and of the Farragut school community to deaccredit the district based on a single uncorrected citation.

The accreditation committee does not recommend accreditation of the Farragut CSD without conditions. The statutory scheme would preclude continued accreditation without conditions based on remaining uncorrected instance of noncompliance.

### III. Program Status

#### ***Noncompliance Citations and Status***

*Table 1: Noncompliance Citations Pending*

<b>Noncompliance Items Both Equity and Accreditation</b>	<b>Citation</b>	<b>Date(s) of Citation</b>	<b>Status</b>
<b>Equity Report Statement #21: Accessibility.</b>	Section 504 of the Rehabilitation Act of 1973 -- 34 CFR Part 104.22 34 CFR Part 104.23; Americans with Disabilities Act 1990 – 28 CFR Section 35.150(d) 28 CFR Section 35.151	2/20/12	Not applicable pending closing of building and new construction

*Table 2: Noncompliance Citations Not Resolved*

<b>Noncompliance Items Both Equity and Accreditation</b>	<b>Citation</b>	<b>Date(s) of Citation</b>	<b>Status</b>
<b>HSPELA2</b> The English-language arts program for grades 9-12 does not contain six units.	281—IAC 12.5(5)(a)	2/20/12	Continued non-compliance as of 2/18/15

*Table 3: Noncompliance Citations Resolved*

<b>Noncompliance Items Both Equity and Accreditation</b>	<b>Citation</b>	<b>Date(s) of Citation</b>	<b>Status</b>
<b>Equity Report Statement #7: Non-discrimination.</b> Policy #102 for educational programs is missing sexual orientation, creed, and socioeconomic status.  <b>EQ5</b> No evidence exists to indicate the school or school district provides equal opportunity to participate in programs by gender, sexual orientation, gender identity, marital status, socioeconomic status,	Iowa Administrative Code 281—12.5(8). Iowa Administrative Code 281—12.1(1). Title IX of the Education Amendments of 1972 - 34 CFR 106.9	2/20/12 6/26/14	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
disability, race, national origin, color, religion, and creed.			
<p><b>Equity Report Statement #8: Non-discrimination policy in employment.</b> Policy #401.1 is missing sexual orientation.</p> <p><b>11. EQD1</b> The district does not have a policy on non-discrimination in employment on the basis of race, color, national origin, gender, disability, religion, creed, marital status, sexual orientation, and gender identity.</p>	Code of Iowa Section 216.9; Iowa Administrative Code 281—12.5(8) Title IX of the Education Amendments of 1972 - 34 CFR 106.9	2/20/12	Corrected as of 8/29/13
<p><b>Equity Report Statement #9: Grievance procedure.</b></p>	Section 504 of the Rehabilitation Act of 1973 -- 34 CFR Part 104.7  Title IX of the Education Amendments of 1972 -- 34 CFR Part 106.8	2/20/12	Corrected as of 6/24/14
<p><b>Equity Report Statement #10: Non-discrimination notifications in publications.</b></p> <p><b>12. EQD2</b> The district does not have a non-discrimination notification statement: annual notification in newspaper or newsletter that goes to all community folks.</p> <p><b>13. EQD3</b> The district does not have a non-discrimination notification in major written publications: Parent, student, employee, coaches, and registration handbooks; brochures about the district, website, and school newsletters.</p>	Section 504 of the Rehabilitation Act of 1973 -- 34 CFR Part 104.8 Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C	2/20/12 6/26/14	Corrected as of 2/18/15
<p><b>Equity Report Statement #13: Media materials.</b></p> <p><b>6. LP9</b> No evidence exists that the school library program is regularly reviewed, revised, and designed to</p>	Iowa Administrative Code 281—12.5(8)	2/20/12	Corrected as of 8/29/13

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
provide current and diverse collection of fiction and nonfiction materials. 281—IAC 12.3(11).			
<b>Equity Report Statement #14: Counselor annual review of course enrollment.</b> <b>5. SCP1</b> The district does not have a school counseling program. 281—IAC 12.3(11).	Iowa Administrative Code 281—12.3(11) 34 CFR Part 106.36	2/20/12	Corrected as of 6/24/14
<b>Equity Report Statement #29: TAG.</b>	Iowa Administrative Code 281—12.5(12)	2/20/12	Corrected as of 8/29/13
<b>Equity Report Statement #35: Disaggregated discipline data review.</b>	Iowa Administrative Code 281—12.3(6)	2/20/12	Corrected as of 6/25/14
<b>Equity Report Statement #36: Bullying and harassment.</b>	Code of Iowa 280.28(3)	2/20/12	Corrected as of 6/25/14
<b>Equity Report Statement #42: Employment applications.</b>	Section 504 34 CFR Part 104.8 Title IX 34 CFR part 106.9	2/20/12	Corrected as of 8/29/13
<b>Equity Report Statement #43: Diversity on advisory committees.</b>	Code of Iowa 258.9	2/20/12	Corrected as of 8/29/13
<b>Equity Report Statement #44: EEO/AA plan.</b> <b>14. EQD4</b> The district does not have a plan that addresses equal employment opportunity and affirmative action in employment. Iowa Code 19B.11, 281—IAC Chapter 95	Iowa Code 19B.11 Iowa Administrative Code 281—95.3	2/20/12 6/26/14	Corrected as of 2/18/15
<b>GT5</b> The district has no qualitatively differentiated program for identified gifted and talented students.	Iowa Administrative Code 281—12.5(12)	2/20/12	Corrected as of 8/15/12
<b>SCP3</b> The district does not employ a licensed school counselor.	Iowa Administrative Code 281—12.3(11)(a)	2/20/12	Corrected as of 8/15/12

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
<b>SN1</b> The district does not employ a licensed school nurse.	Iowa Administrative Code 281—12.4(12)	2/20/12	Corrected as of 8/15/12
<b>PE8</b> The school district does not implement its evaluation procedures for all administrators.	Iowa Administrative Code 281—12.3(3) Iowa Code 279.23A	2/20/12	Corrected as of 2/17/15
<b>IPDP.1</b> No evidence exists that individual professional development plans are in place for each career (non-beginning) teacher.	Iowa Administrative Code 281—12.7(1)	2/20/12	Corrected as of 9/2014
<b>MCGF1</b> No multicultural, gender fair board policy exists.	281—IAC 12.5(8).	6/26/14	Corrected as of 10/27/14
<b>EQD1</b> The district does not have a policy on non-discrimination in employment on the basis of race, color, national origin, gender, disability, age, religion, creed, sexual orientation, and gender identity.	Title IX 34CFR 106.9 Section 504 34 CFR 104.8, Iowa Code 216.6	6/26/14	Corrected as of 10/27/14
<b>PE6</b> Board policy does not address evaluation criteria for administrators.	281—IAC 12.3(3) Iowa Code 279.23A	6/26/14	Corrected as of 2/18/15
<b>VED7</b> An advisory committee that assists in vocational (CTE) education planning and evaluation exists; however, there is no evidence that the committee fulfills its responsibilities.	281—IAC 12.5(5)(i)	6/26/14	Corrected as of 10/15/14
<b>GT3</b> The district's identification procedures are not designed to potentially identify gifted and talented students throughout the school-age population.	281—IAC 12.5(12)	6/26/14	Corrected as of 10/15/14
<b>SIAC6</b> No evidence exists that the district, to the extent possible, has made an effort to seek balanced representation of race, gender, national origin, and disability for the School Improvement Advisory Committee.	281—IAC 12.2	6/26/14	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
<b>SIAC5</b> No evidence exists that the School Improvement Advisory Committee makes recommendations to the board about major educational needs; student learning goals; long range goals, including the state indicators that address reading, mathematics, and science achievement; and harassment or bullying prevention goals, programs, training, and other initiatives.	281—IAC 12.8(1)(a)(2)	6/26/14	Corrected as of 2/17/15
<b>HSPM2</b> The mathematics program for grades 9-12 does not contain four sequential units that are preparatory to post-secondary education programs.	281—IAC 12.5(5)c	6/24/14	Corrected as of 2/18/15
<b>HSPS4</b> The science program for grades 9-12 does not contain a full unit of physics.	281—IAC 12.5(5)(d)	6/26/14	Corrected as of 2/18/15
<b>HSPPE3</b> The physical education program for grades 9-12 does not contain at least one-eighth unit each semester.	281—IAC 12.5(5)(f)	6/26/14	Corrected as of 2/18/15
<b>PA4</b> The school or school district does not have documentation that pupils are being provided support to complete the physical activity requirements.	281-IAC 12.5(19)(d)	6/26/14	Corrected as of 2/18/15
<b>PE8</b> The school district does not implement its evaluation procedures for all administrators.	281—IAC 12.3(3) and Iowa Code 279. 23A	6.26/14	Corrected as of 2/18/15
<b>HCY4</b> Evidence that the district-adopted definition of homeless is communicated to staff, parent, and student does not exist.	281—IAC 33.3	6/26/14	Corrected as of 2/18/15
<b>EDGAR2</b> An inventory list that identifies the equipment purchased with Perkins funds and the equipment's location does not exist.	74.21(a)(b)(1-7)	6/26/14	Corrected as of 2/18/15
<b>ELL1</b> Documentation of identification procedures for limited English proficient students does not exist.	281—IAC 60.3	6/26/14	Corrected as of 2/18/15

<b>Noncompliance Items Both Equity and Accreditation</b>	<b>Citation</b>	<b>Date(s) of Citation</b>	<b>Status</b>
<b>ELL2</b> Documentation of program placement options for limited English proficient students does not exist. <b>ELL3</b> Documentation of exit criteria for limited English proficient students does not exist.			
<b>T12</b> No evidence exists that the district provides a statement of assurance to parents that notification will occur should their child be taught for four or more consecutive weeks by a teacher who is not highly qualified.	P.L. 107-110 ESEA Sec. 1111(h)(6)	6/26/14	Corrected as of 2/18/15
<b>PRS1</b> No evidence exists a teacher peer review system is in place.	Iowa Code 284.8	6/26/14	Corrected as of 10/15/14

Table 4: High School Accessibility

<b>Nishnabotna High School Accessibility Compliance Plan 2011</b>				
<b>Accessibility Corrections</b>	<b>Completion Time Frame</b>	<b>Completed</b>	<b>Deadline Recommended to State Board</b>	<b>Status</b>
Develop a written plan describing how inaccessible programs and services will be made available to individuals with disabilities.	December 2012	Yes	--	Corrected as of 2/19/15
Create accessible passenger loading zone with appropriate signage that has an access aisle 60" x 20' that is parallel to the vehicle pull up space.	August 2012	Yes	--	Corrected as of 2/19/15
Add one accessible parking sign and one van accessible parking sign in the front of the high school.	May 2012	Yes	--	Corrected as of 2/19/15
Remove the curb in front of the shower rooms. Architect will develop a plan for shower accessibility.	Architect hired by August 2012 & project completed by 8/2014	No	90 days after State Board meeting	Pending new construction

Add accessible toilet room signs on latch side and 60" above the floor. Cover restroom pipes in the restrooms near the cafeteria.	August 2012	Yes	--	Corrected as of 2/19/15
Architect will be hired to make gym accessible.	Architect hired by August 2012 & project completed by August 2014	No	90 days after State Board meeting	Pending new construction
The food service line will be maintained at 36" clear width.	August 2013	Yes	--	Corrected as of 2/19/15

*Table 5: Elementary Accessibility*

<b>Farragut Elementary School Accessibility Compliance Plan 2011</b>				
<b>Accessibility Corrections</b>	<b>Completion Time Frame</b>	<b>Completed</b>	<b>Deadline Recommended to State Board</b>	<b>Status</b>
Develop a written plan describing how inaccessible programs and services will be made available to individuals with disabilities.	December 2012	Yes	--	Corrected as of 2/19/15
Develop a written plan to make restrooms accessible. Install one unisex accessible restroom.	Architect hired by August 2012 & project completed by August 2014	No	--	Not applicable pending closure of building

Table 6: FCS/Art Building Accessibility

Nishnabotna FCS/Art Building Accessibility Compliance Plan 2011				
Accessibility Corrections	Completion Time Frame	Completed	Deadline Recommended to State Board	Status
Develop a written plan describing how inaccessible programs and services will be made available to individuals with disabilities.	December 2012	Yes	--	Corrected as of 2/19/15
Toilet room will be made accessible by adding signage, covering sink pipes, lowering mirror, & replacing faucet to allow for one hand operation.	August 2012	Yes	--	Corrected as of 2/19/15

Table 7: VoAg Building Accessibility

Nishnabotna VoAg Building Accessibility Compliance Plan 2011				
Accessibility Corrections	Completion Time Frame	Completed	Deadline Recommended to State Board	Status
Develop a written plan describing how inaccessible programs and services will be made available to individuals with disabilities.	December 2012	No	--	Not applicable pending closure of building
Threshold levels will be installed to be less than ¼" high or beveled to a slope no greater than 1:2 up to ½" high.	August 2013	No	--	Not applicable pending closure of building
Install 36" wide door at the main entrance.	August 2013	No	--	Not applicable pending closure of building
Hire an architect to develop a plan to install an accessible unisex restroom and complete installation.	Hire architect by August 2013 & complete project by August 2014	No	--	Not applicable pending closure of building

**Facilities Status.** Farragut CSD has been cited for noncompliance with the Americans with Disabilities Act (ADA) regarding building accessibility for four school buildings utilized to educate students in their community. After going through a Phase II visit from the Department, the district recognizes portions of these facilities are inaccessible to students, staff, parents and

community members with disabilities. Farragut CSD has put an action plan in place to address the accessibility concerns.

There were two accessibility citations listed in the most recent ADA accessibility report on the Farragut Elementary Building and they include:

- Creating a written plan describing how inaccessible programs will be made available to individuals with disabilities; and
- Creating a written plan to make restrooms accessible and installing one unisex restroom.

The district has not completed any of the required items listed in the ADA accessibility report. The action plan of the district is to close this building to any use by the school district, so no improvements will need to be made.

Secondly, there were two accessibility citations listed in the most recent ADA accessibility report on the Nishnabotna FCS/Art Building and they include:

- Creating a written plan describing how inaccessible programs will be made available to individuals with disabilities; and
- Installing signage, lowering the mirror, replacing faucet, and covering the pipes in the toilet room.

The district has completed all required items listed in the ADA accessibility report.

Next, there were four accessibility citations listed in the most recent ADA accessibility report on the Nishnabotna VoAg Building and they include:

- Creating a written plan describing how inaccessible programs will be made available to individuals with disabilities;
- Installing 36" wide door at the main entrance;
- Hiring an architect to develop a plan to install an accessible unisex restroom and complete installation; and
- Reducing threshold levels throughout the accessible route to no more than ¼".

The district has not completed any of the required items listed in the ADA accessibility report. The plan is to close this building to any use by the school district, so no improvements will need to be made.

In the most recent ADA accessibility report, the Nishnabotna Junior/Senior High School Building had eight separate citations for inaccessibility. Those citations included:

- Creating a written plan describing how inaccessible programs will be made available to individuals with disabilities;
- Creating accessible loading zone meeting ADA requirements for size and signage;
- Adding one accessible parking space on the north side of the building;
- Adding one van accessible parking space and signage meeting ADA requirements;

- Removing the curb in front of the shower room and developing a plan to create accessible shower rooms with the architect;
- Adding accessible toilet room signage and cover faucet pipes in restroom near the cafeteria;
- Adjusting food service line to maintain 36" of clearance; and
- Hiring architect to make the gym accessible.

The district has completed some, but not all of the required items listed in the ADA accessibility report. The Farragut School Board has these items scheduled to be performed before the beginning of the 2015-2016 school year as part of the overall plan to address accessibility compliance across the district.

Beginning with the 2015-2016 school year, Farragut CSD will cease to provide educational programming for any grade levels at the Nishnabotna VoAg and the Farragut Elementary School Buildings. All educational programs and services will be provided for all students in grades PK-6 at the Marnie Simons Elementary Building in Hamburg and all students in grades 7-12 at the Nishnabotna Junior/Senior High School Building in Farragut as part of a whole-grade sharing arrangement.

As part of the action plan, Farragut CSD is utilizing the services of Facilities Cost Management Group to assist the district in developing building plans to address the educational programming and program accessibility issues. The initial report from Facilities Cost Management Group was presented to the site visit team during a February 18 meeting. The plans presented during the meeting were not yet approved by the Farragut School Board, but an understanding of the direction they would most likely take was discussed by the school board president and the superintendent.

The Farragut CSD is initiating the necessary steps to make all facilities fully accessible to all students, staff, parents, and community members with disabilities no later than the first day of classes in August 2015. The Farragut CSD Board of Directors and Facilities Cost Management Group will work together to develop the plans, request proposals, initiate the necessary bidding processes, and finalize the construction and renovation processes that may be required to complete this plan.

Based on the meeting between the Department, Superintendent Tom Hinrichs, School Board President Jenny Varellas, and representatives of Facilities Cost Management Group, the following action steps will be taken to address accessibility citations by the first day of school in August of 2015:

- Farragut CSD will educate both Farragut and Hamburg students in grades PK-6 in the Marnie Simons Building and the Farragut CSD will educate both Farragut and Hamburg students 7-12 at the Nishnabotna Junior/Senior High Building as part of their whole grade sharing agreement in the 2015-2016 school year.
- The Nishnabotna VoAg and Farragut Elementary Buildings will be closed to any use by the school district; and

- Farragut CSD will complete construction of additional space at the Nishnabotna Junior/Senior High School Building during the 2015-2016 school year, which will include accessible shower rooms and address all other accessibility citations remaining.

If the Farragut CSD follows the action plan discussed above, all accessibility issues within the Farragut School District will be addressed.

***Accreditation Committee Observations***

- The district received numerous citations for lack of compliance with state and federal laws in June 2014 and had citations that remained outstanding from 2011. District staff were able to correct nearly all items of noncompliance prior to the accreditation committee's visit on February 18, 2015. The district superintendent, business manager, and principal took a serious approach to resolving the compliance issues.
- Although progress has been made regarding compliance issues, continuous school improvement efforts need to continue to be a focus and may have been neglected due to the time needed to bring programs and plans into compliance.
- Members of district staff and the board president were cooperative and helpful in preparing documents for Department staff to review and devoted time to interviews.
- In order to offer a comprehensive Career and Technical Education (CTE) program for the 2015-2016 school year, the district needs to negotiate one or more 28E agreements with neighboring districts.
- District staff and the board president discussed the long-term sustainability of the district, as well as the importance of a renewed focus on student achievement and quality educational opportunities for the students.
- The superintendent and high school/elementary principal were new to the district this year. Both have school experience, but transferred to these positions from Nebraska. Both needed to adjust to the requirements of Iowa school law and were required to do a tremendous amount of work in a short period of time.
- The district's board has come to agreement with Hamburg CSD's board regarding a grade-level configuration that will allow both districts to proceed with plans to remedy all accessibility compliance issues if fully implemented.
- The district has had long-standing noncompliance issues that were communicated to prior district administration and board members repeatedly. School board and staff members expressed lack of awareness of issues of noncompliance with state and federal law, despite communication from the Department and public availability of this information.

## IV. Finance Status

**Findings and Conclusions.** The district was directed to create a plan for the School Budget Review Committee (SBRC) that will result in a positive fund balance on the timeline determined, with consideration given to how reductions in spending will impact the district's accreditation. If the district determined that it is no longer viable or that a positive fund balance is not possible without significant effect on student programming, the district was directed to work quickly to consider other more permanent options like increasing its whole grade sharing, moving into a reorganization, or dissolution.

The district had facility accessibility issues that would require corrections. The district was directed to determine the cost of correcting those issues and include those costs from the appropriate fund and funding stream on the corrective action plan to the SBRC in December 2014. The district also had accreditation issues and was directed to determine the cost of correcting those issues and include those costs from the appropriate fund and funding stream on the next corrective action plan to the SBRC in December 2014.

The site visit did not support that the district has its spending under control and did not support the SBRC granting any further modified allowable growth.

**SBRC Summary.** The district appeared before the SBRC on January 21, 2015, to present its corrective action plan to eliminate its third year of a negative unspent balance at the end of fiscal year 2013-2014 of \$803,010. The district requested modified supplemental amount for the 2014-2015 school year in the amount of \$1,065,655 as part of its corrective action plan; however, during the hearing the district amended its request to \$803,010. The district also appeared to respond to its fiscal Phase I/II site visit.

**District Response to the Fiscal Site Visit.** Hamburg CSD and Farragut CSD held a referendum vote on December 2, 2014, as to school district reorganization. The question to reorganize was approved by the voters in the Farragut CSD and the question was defeated by the voters in the Hamburg CSD. Both districts have joined in meetings to discuss additional sharing opportunities and/or expanded whole grade sharing with Sidney, Shenandoah, and Fremont Mills. Those discussions are continuing as the districts recognize the need to look at further sharing opportunities in order to successfully meet accreditation standards and offer adequate programs for all students in a cost-effective manner. The district is working to reduce staffing and enter into additional sharing opportunities to be cost effective, meet accreditation standards, and provide adequate opportunities for the students they serve.

The district has contracted with Facilities Cost Management Group to begin facilities planning to address the issues identified in the site visit reports and to plan for the future facility needs of Hamburg CSD and Farragut CSD as they reconfigure grade-level placements. The Farragut CSD is closing the old portion of its facility that housed the elementary grades, as well the Farragut Technology Building. The district's accreditation issues had been addressed, or were

in the process of being corrected and those costs were included in the district's cost-saving plans, staff reduction plans, and overall staffing plans for the next school year.

**Finance Team Observations.** The district saw a decline in enrollment of 166.8 from FY99 to FY13, and over that time increased staff by 12.17. Using average teacher salaries, as reported in *The Annual Condition of Education Report*, the district would have needed to reduce teaching staff by 17.71 to keep up with the declining enrollment.

Without granting modified allowable growth, the district showed in its budget, it will have a negative unspent balance at the end of FY15 of \$1,473,483, and similar negative balances through FY19. The expenditures for FY15 were \$480,277 higher than in the FY14 budget. The district's corrective action plan showed \$128,550 in reductions with no increase in expenditures planned. The FY17 budget submitted by the district showed an increase in expenditures of \$126,095, while the corrective action plan showed cuts of \$204,000.

The district submitted three years of corrective action plans without actually correcting the fiscal condition issue.

**SBRC Action.** The SBRC approved modified supplemental amount for the 2014-2015 school year in the amount of \$803,010 as part of its corrective action plan, pending receipt of board minutes authorizing the request, and to direct the district to resubmit its corrective action plan at the April 2015 hearings with sufficient reductions in expenditures to end FY15 with a positive unspent balance. The SBRC directed the district to adopt a plan to maximize the amount of savings in the shortest period of time.

In addition, the district was directed to operate its expenditures in compliance with Iowa Code. The district shall not expend in the General Fund for FY15 more than \$2,002,533, not including any allowable special education expenditures in excess of special education receipts, plus actual miscellaneous income received. Miscellaneous income shall not be expended until received. Lastly, the district was directed to submit monthly reports to its board and to the SBRC demonstrating the financial position of the district in relationship to its certified budget control lines and to maximum spending authority. These reports shall be available to the auditor on request.

## V. Recommendations from Accreditation Committee

The accreditation committee recommends that the State Board take action to place the Farragut CSD under conditional accreditation status for a period effective upon board action and terminating on June 30, 2016. The district shall be considered fully accredited after June 30, 2016, unless the board takes action to continue the status of conditional accreditation.

The conditions recommended by the accreditation committee are:

- No building or part of a building closed by the district to meet accessibility standards under the ADA may be used or reopened for any purpose other than cold storage. This prohibits the use of a closed building by staff or community members, as well. Entry to any part of a closed building must be restricted to the facilities manager, janitor, superintendent, and a realtor as needed for the purpose of showing the property to prospective buyers.
- Substantial compliance with state and federal code and regulations must be maintained. Compliance is considered substantial when there are few instances of noncompliance, the noncompliance is not itself substantial in nature, and the noncompliance is not systemic.
- The district will be placed into an intensive level of support under the Department's differentiated accountability model for the 2015-2016 school year. Pursuant to this designation, members of Department staff will conduct quarterly visits to the district, and the district will be placed on an action plan for which quarterly progress reports will be required. The required elements of the action plan as well as the content and focus of each visit will be determined by Department staff. Department staff will also provide district staff and board members with technical assistance required to maintain compliance with all requirements. Quarterly visits will not be limited to compliance and may address issues including but not limited to assessment, data-based decision-making, universal instruction, intervention, and continuous improvement.
- Any violation of the above requirements will result in immediate revocation of conditional accreditation status. Upon any such violation, the State Board will convene to determine a date upon which the district's accreditation will be permanently revoked and the territory of the district merged with one or more contiguous school districts.

## VI. Appendices

## Appendix A: Accessibility Plan for 2014-2015

### Farragut Community School District Accessibility Plan

*The Farragut Community School District* recognizes that portions of our facilities may be inaccessible to students, staff, parents and community members with disabilities due to the multiple levels within the facilities, in particularly in the elementary wing of the building.

During the remainder of the 2014-2015 school year programs and services will be made available to the students, staff, parents and community members in the high school portions of the building by offering programs on the ground floor level the building so that students, staff, parents and community members with disabilities can access those programs.

Beginning with the 2015-2016 school year the *Farragut Community School District* will cease to provide educational programming for any grade levels in the elementary portion of the building. All educational programs and services will be provided for all students PreK-6 at the *Marnie Simons Elementary Building* in Hamburg in fully accessible facilities, as part of our Whole-Grade-Sharing arrangement. Services for students in grades 7-12 will be provided at the *Nishnabotna Jr.-Sr. High School* building in Farragut. In addition to the *Nishnabotna Jr.-Sr. High* and *Marnie Simons* buildings, we will utilize other fully accessible facilities in other communities that the *Farragut Community School District* may partner with in the near future.

The *Farragut Community School District* has also begun to utilize the services of *Facilities Cost Management Group* to assist the district in developing building plans that will address the educational programming and facility needs of the school district including program accessibility issues. The initial report from *Facilities Cost Management Group* is expected to be received by February 15, 2015.

The *Farragut Community School District* will begin to review and initiate the necessary steps to make all facilities that will be used beginning with the next school year, 2015-2016, fully accessible to all students, staff, parents and community members with disabilities no later than the first day of classes in August 2015.

The Superintendent of Schools, Mr. Tom Hinrichs, and the *Farragut Community School District Board of Directors* will be responsible for the completion of this Handicapped Accessibility Transition Plan. *The Farragut Community School District Board of Directors* has retained the services of *Facilities Cost Management Group* to assist the district in developing appropriate facility plans to address the educational programming needs and the accessibility needs of the district. *The Farragut Community School District Board of Directors* and *Facilities Cost Management Group* will work together to develop the plans, request proposals, initiate the necessary bidding processes and finalize the construction and renovation processes that may be required to complete this plan.

All handicapped accessibility issues will be appropriately addressed and all educational programs and services will be fully accessible to all students, staff, parents and community members by August 2015, the beginning of the 2015-2016 school year.

## Appendix B: Achievement Data

### Farragut CSD Iowa Assessment Percent Proficient and Above

#### 3<sup>rd</sup> Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	55.56%	75.00%	57.14%	100.00%	71.43%
GHAEA	73.08%	75.18%	73.76%	71.06%	73.44%
State	75.56%	77.32%	75.89%	75.50%	75.41%

#### 4<sup>th</sup> Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	85.71%	76.47%	64.29%	46.15%	No students
GHAEA	78.20%	81.22%	71.19%	73.01%	70.84%
State	77.66%	81.58%	73.48%	74.63%	74.97%

#### 11<sup>th</sup> Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	61.11%	76.47%	71.43%	58.33%	70.83%
GHAEA	76.29%	74.89%	82.24%	80.60%	77.17%
State	77.49%	76.77%	82.49%	81.70%	78.51%

#### 3<sup>rd</sup> Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	72.22%	66.67%	28.57%	100.00%	64.29%
GHAEA	74.77%	75.31%	74.95%	73.86%	77.90%
State	76.20%	77.71%	78.48%	77.02%	74.95%

#### 4<sup>th</sup> Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	64.29%	64.71%	42.86%	61.54%	No students
GHAEA	77.96%	79.43%	74.16%	74.79%	76.97%
State	79.16%	81.32%	77.21%	78.02%	78.92%

#### 11<sup>th</sup> Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	77.78%	82.35%	65.71%	54.17%	87.50%
GHAEA	74.69%	74.17%	78.10%	78.67%	81.04%
State	76.78%	76.41%	81.35%	80.47%	83.05%

3<sup>rd</sup> Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	72.22%	75.00%	57.14%	100.00%	78.57%
GHAEA	79.06%	79.56%	81.51%	79.07%	78.45%
State	80.29%	81.60%	82.92%	77.09%	77.83%

4<sup>th</sup> Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	85.71%	82.35%	92.86%	92.31%	No students
GHAEA	85.26%	83.75%	83.62%	82.78%	83.17%
State	83.80%	82.46%	83.42%	80.62%	81.64%

11<sup>th</sup> Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	83.33%	76.47%	74.29%	79.17%	83.33%
GHAEA	79.68%	78.99%	84.96%	84.53%	77.66%
State	80.22%	81.17%	84.83%	84.37%	78.77%

(Source: EdInsight School Improvement Data Report)

Note: Green (dark highlight) – Above State Average

Yellow (light highlight) – Below State Average

## Appendix C: Hamburg CSD and Farragut CSD Whole Grade Sharing Agreement

### Hamburg Community School District and Farragut Community School District Whole Grade Sharing Agreement

WHEREAS Hamburg Community School District, hereinafter Hamburg CSD, and Farragut Community School District, hereinafter Farragut CSD, wish to join in a cooperative partnership to provide quality education and activities for all students in each District, by the most efficient and economically responsible means; and

WHEREAS **Code of Iowa** section 282.10 provides that two or more school districts may engage in whole grade sharing in which one or both districts send a substantial number of pupils to the other district or districts for instruction for all or a substantial portion of each school day pursuant to **Code of Iowa** sections 256.13, 280.15 and 282.7 subsection 1 or subsections 1 and 3; and

WHEREAS **Code of Iowa** section 256.13 provides that the Boards of Directors of two or more school districts may combine their enrollments for one or more grades by mutual agreement, and may further provide for the sharing of costs and expenses for such sharing of courses; and

WHEREAS **Code of Iowa** section 256.13 further provides that under a whole grade sharing agreement costs and expenses shall be paid in accordance with **Code of Iowa** sections 282.12, and

WHEREAS **Code of Iowa** section 280.13A provides for sharing of extracurricular activities between two or more school Districts; and

WHEREAS the Hamburg CSD and Farragut CSD have determined that it is in the best interest of their students and their communities to enter into a whole grade sharing agreement;

THEREFORE, the Hamburg CSD and Farragut CSD, agree to enter into a whole grade sharing agreement as authorized by **Code of Iowa** Sections 256.13, 280.15, and 282.12, Code of Iowa under the following terms and conditions:

#### **PARAGRAPH 1 - Term of Agreement**

The term of this Agreement shall be four years, including school years 2011-2012, 2012-2013, 2013-2014 and 2014-2015 commencing July 1, 2011, and ending June 30, 2015, unless terminated earlier by mutual agreement or alternatively, by either District after giving written notification at least one year in advance of such termination and such date must coincide with the beginning of the school year.

**PARAGRAPH 2 - Continuation of Agreement**

After expiration of the initial four year term of this Agreement, the Agreement shall continue for additional terms of one year until and unless either party notifies the other in writing of its intention to terminate the Agreement at least one year in advance of termination. This Agreement will be reviewed annually beginning in January 2012.

**On February 17, 2014 the Board of Directors of the Hamburg CSD ratified an extension of the Whole Grade Sharing Agreement through June 30, 2016. On April 14, 2014 the Board of Directors of the Farragut CSD ratified an extension of the Whole Grade Sharing Agreement through June 30, 2016. (Added to the language of the agreement on 09/04/2014)**

**This Agreement will automatically terminate on the effective date of reorganization in the event that Hamburg CSD and Farragut CSD successfully vote to reorganize. (Language amendment to be considered during the month of September 2014)**

**PARAGRAPH 3 - Students and Services Involved**

- A. Complete instructional programs for the regular program fifth, sixth, seventh and eighth grade student populations of the Hamburg CSD and Farragut CSD shall be provided by Hamburg CSD in Hamburg CSD facilities.
- B. Complete instructional programs for the regular program ninth, tenth, eleventh and twelfth grade student populations of the Hamburg CSD and Farragut CSD shall be provided by Farragut CSD in Farragut CSD facilities.
- C. Resident program students in pre-school, kindergarten, first, second, third and fourth grades will be provided by each district independently.

**PARAGRAPH 4 - Instructional Program**

Hamburg CSD and Farragut CSD shall cooperate, through their teaching and administrative staffs, to develop a coordinated curriculum for the Middle and High School that is best suited to the instructional needs of the students. Each district shall strive to improve the instructional program for the shared grades. The parties shall, beginning in the first year of this Agreement and for every year thereafter, coordinate school calendars and hours. Should the parties be unable to agree on a coordinated school calendar and/or hours, the parties agree to resolve the dispute Resolution and Arbitration (Paragraph 18) as otherwise provided in this Agreement.

**PARAGRAPH 5 - Extracurricular Activities**

The Hamburg CSD and Farragut CSD shall enter into a separate Agreement pursuant to **Code of Iowa** section 280.13A to share all interscholastic activities, and a copy of said Agreement shall be filed with the Iowa High School Athletic Association and the Iowa Girls High School Athletic Union pursuant to **Code of Iowa** sections 280.13 and 280.13A no later than April 30, 2011. Said separate agreement shall address how costs and staff shall be shared.

**PARAGRAPH 6 - Graduates**

Each student that graduates during the term of this agreement will receive a diploma from Nishnabotna High School with the legal names of Farragut CSD and Hamburg CSD listed. However, only one graduation ceremony will be conducted. Graduation ceremonies will be held at the Farragut Community School district's facilities. Permanent school records shall be maintained at the student's resident district. A school that has a valedictorian and salutatorian shall maintain a separate valedictorian and salutatorian until the class of 2014 graduates and the class of 2015 and later will have one valedictorian and one salutatorian.

**PARAGRAPH 7 - Financial Agreement**

**A.** All instructional costs shall be prorated on a per capita basis between the Hamburg CSD and Farragut CSD. The prorating for each year shall be calculated according to the grades fifth, sixth, seventh and eighth grade enrollments and the ninth, tenth, eleventh and twelfth grade enrollments on the first day of October, or if the first day of October falls on a weekend, the following Monday, and the third Friday of February in each year. The number of sending district students in the fifth, sixth, seventh and eighth grades on each date shall be divided by the total number of students in the fifth, sixth, seventh, and eighth grades from both districts to determine the percentage share of the instructional costs for those grades to be borne by the sending. This percentage shall then be multiplied by the total instructional program costs for the fifth, sixth, "Seventh and eighth grades to determine the cost assessed to the sending district. Instructional costs shall be defined as teacher and associate salary and benefit costs, textbooks, and classroom supplies.

**B.** The number of sending district students in the ninth, tenth, eleventh and twelfth grades on each date shall be divided by the total number of students in the ninth, tenth, eleventh and twelfth grades from both districts to determine the percentage share of the instructional costs for those grades to be borne by sending district. This percentage shall then be multiplied by the total instructional costs for the ninth, tenth, eleventh and twelfth grades to determine the cost assessed to sending district.

**C.** Special education students will be individually assigned to a program and location pursuant to the IEP process. Unless otherwise agreed, sending Districts will reimburse receiving districts for the actual costs, on a per pupil basis, of providing special education

and related programs. Drop-out prevention funding received by the districts, if any, pursuant to **Code of Iowa** section 257.41 shall be used for the benefit of students from both Districts.

**D.** Student fees shall be determined jointly by each District's Board of Directors upon recommendation by the administrations of both districts. Student fees shall be deposited to the District's general fund where the student is in attendance.

**E.** On July 1, 2011, activity account balances shall be established for both Junior High and High School programs by each district contributing the balances of all activity accounts. Any funds over and above or below the balance as of July 30, 2011 will be determined by the enrollment count on the first day of October, or if the first day of October falls on a weekend, the following Monday of the previous year. These accounts will be administered by the district that has the high school and business personnel in both districts will be assigned to manage these accounts.

**F.** Calculations of expenses to be cost-shared shall be prepared by the business managers of each District subsequent to the end of each of each semester of each fiscal year that this Agreement is in effect. The Boards of Directors of both Districts shall meet in joint session twice each year this Agreement is in effect, to consider expenses and make any adjustments. In the event of disagreement between the parties with no conclusion by the Conflict Resolution Committee, the item in dispute shall go to mediation and arbitration as specified in this agreement.

***PARAGRAPH 8 - Transportation***

**A.** Unless otherwise agreed by the parties, Hamburg CSD shall transport its shared students to and from the facilities of Farragut CSD for their instructional programs.

**B.** Unless otherwise agreed by the parties, Farragut CSD shall transport its shared students to and from the facilities of Hamburg CSD for their instructional programs.

**C.** The District in which students are ordinarily present shall transport students between Districts for instructional programs.

***PARAGRAPH 9 - Jurisdiction***

Students shall be subject to the disciplinary code, policies and regulations established by the host district when participating in the shared programs and interscholastic activities. All disciplinary or other hearings, if any, will be conducted by the administration and/or Board of Directors hosting the programs or interscholastic activities with the exception of hearings regarding suspensions of more than ten (10) days and expulsions. When the resident Board of Directors conducts hearings involving suspensions of more than ten (10) days or expulsions, the Board of Directors of the host District shall meet in joint session

with the Board of Directors of the non-host District to determine an appropriate course of action. Each District shall strive to make disciplinary codes, policies and regulations as uniform as possible.

***PARAGRAPH 10 - Staffing***

Unless otherwise agreed by the parties, Hamburg CSD shall be responsible for staffing the fifth, sixth, seventh and eighth grades. Unless otherwise agreed by the parties, Farragut CSD shall be responsible for staffing the ninth, tenth, eleventh and twelfth grades. The Districts agree to comply with the requirements of ***Code of Iowa*** section 280.15 regarding employment of persons whose employment is terminated as a result of this Agreement.

The parties shall provide for equitable sharing of teacher salary supplement money received by each district. TSS, professional development and mentoring and induction shall be prorated on a per student basis, using the student counts in fourth through eleventh grades. In March preceding each school year of this Agreement, each district shall determine the TSS sharing percentage by dividing the number of students anticipated to attend in the other district for the following fall (Farragut - grades 4-7; Hamburg - grades 8-11) by the total number of students in that district. This TSS sharing percentage will be multiplied by that district's TSS allocation for the upcoming year, to determine how much TSS money should be shared. The district with the greater obligation amount will make payment to the other district, with such payment being equal to the difference between the obligations of the two districts. The payment will be made in two installments in conjunction with the payments made under Paragraph 7(F).

Any shared instructional or administrative positions will be cost-shared between the two districts as agreed upon at the time by the Boards of directors of both Districts.

***PARAGRAPH 11 - Instructional Equipment, Furniture***

Existing equipment, supplies, furniture, and textbooks of each party may be used in the joint instructional program in either district. Such use will be determined by the administrators and based upon the greatest and most appropriate need for the same. An inventory of those exchanged items valued over \$100 value will be maintained. Upon termination of this Agreement, identifiable exchanged items shall be returned to the district of original ownership. Also, upon termination of the Agreement, any remaining equipment, supplies, textbooks, and furniture purchased jointly on a prorated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided. If not possible, one district shall compensate the other for its prorated share of the depreciated value. All items purchased separately by each District during the term of this Agreement shall remain the property of that District.

**PARAGRAPH 12 - Buildings and Non-Instructional Equipment**

Each District shall be responsible for its own building(s), non-instructional equipment and supplies, school buses, custodial and maintenance, utilities, insurance, and similar costs.

**PARAGRAPH 13 - Tuition**

If there should be any students from outside the two districts attending in either district on a tuition basis in any of the grades being shared between the districts, the tuition fees will stay with the district they have requested. Billing will happen as specified in paragraph 7. If a student from either district attends school outside the district under conditions which require the district to pay tuition, the district counting the student for enrollment purposes shall pay the tuition and the student shall be deducted from the enrollment figures used for prorating expenses specified in paragraph 7.

For the purpose of the potential application of Section 282.11, Code of Iowa, the parties agree that one-half of the affected district's then-current district cost per student shall constitute the agreed tuition amount.

**PARAGRAPH 14 - Study Committee**

The Boards of Directors shall appoint a joint study committee consisting of equal numbers of representatives from each district to meet, study, and make recommendations on any matters that may be delegated to it by the two Boards of Directors, including but not limited to transitional issues. The timeline for committee reports shall be established mutually by the two Boards of Directors.

**PARAGRAPH 15 - Joint Board Meetings or Workshops**

The Boards of Directors of the two Districts shall meet jointly twice in each fiscal year, or more often if necessary, to deal with items of mutual concern.

**PARAGRAPH 16 - School Improvement Advisory Committee**

Each District shall designate an equal number of members to a School Improvement Advisory Committee to address those matters required by *Code of Iowa* section 280.12 relating to educational needs and goals for grades K-12. Those members designated from each District to the committee shall constitute separate advisory committees for the purpose of addressing individual district needs and goals under section 280.12. The School Improvement Advisory Committee shall consist of members representing students, parents, teachers, administrators and representatives of the local communities involved in this Agreement, and to the extent possible shall have balanced representation with regard to race, gender, national origin and disability. The Boards of Directors shall jointly use the recommendations of the School Improvement Advisory Committee to determine (1) major educational goals, (2) student learning goals, (3) long range and annual improvement goals that include but are not limited to state indicators that address reading, mathematics and science achievement; (4) desired levels of student performance, (5) progress toward meeting the goals set forth herein and (6) harassment and bullying prevention goals, programs, training and other initiatives.

The Boards of Directors shall jointly consider recommendation from the School Improvement Advisory Committee to infuse character education into the educational program.

***PARAGRAPH 17 - Independence of Districts Retained***

It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative mutual relationship. In no event shall a party be liable for the debts and obligations of another party.

***PARAGRAPH 18 - Dispute Resolution and Arbitration***

**A.** In the event that the parties hereto are unable to agree as to the interpretation or operation of this Agreement, said dispute shall be referred to a "Conflict Resolution Committee" made up of the president and vice-president of the Board of Directors of both. The Committee shall meet to discuss the dispute and make recommendations to the Boards of Directors of each District sitting in joint session as to resolution of the dispute.

**B.** In the event that the Boards of Directors of the two Districts are unable to resolve the dispute in joint session, the parties shall request that a mediator knowledgeable in Iowa school District matters appointed by the chief administrator of the Green Hills Area Education Agency to assist in a negotiated resolution to the dispute. In the event that mediation does not resolve the dispute, it will be submitted to arbitration by a single neutral, knowledgeable in Iowa school District matters, appointed by the chief administrator of the Green Hills Area Education Agency.

***PARAGRAPH 19 - Non-Delegation***

Unless specifically provided in this Agreement the Agreement shall not be construed as a delegation of the authority by the Boards of Directors of either school district, or the powers or responsibilities conferred upon them by the ***Code of Iowa***.

***PARAGRAPH 20 - Severability***

In the event any provision of this agreement is deemed to be unenforceable, the remaining provisions shall remain in full force and effect by and between the parties hereto.

***PARAGRAPH 21 - Iowa Law Applicable to Agreement***

This agreement shall be construed in accordance with the laws of the State of Iowa.

**PARAGRAPH 22 - Additional Whole Grade Sharing Agreements**

Additional whole grade sharing agreements, whether between Farragut CSD and Hamburg CSD or with other Districts, must be approved by majority vote of the Boards of Directors of each District meeting in joint session.

**PARAGRAPH 23 - Amendment and Meetings for Purpose of Amending**

This Agreement may be modified in writing by mutual consent of the parties, but only after said modification appears on the agenda of two successive Board of Directors meetings for each District, and in compliance with applicable sections of the **Code of Iowa**. Any modification deemed an emergency by both Boards of Directors may be made on an immediate basis in accordance with applicable law.

**PARAGRAPH 24 - Cross Indemnification**

To the extent permitted by law, each of the parties shall protect, defend, hold harmless, and indemnify the other party from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which the other party may incur by reason of the indemnifying party's negligence, breach of this Agreement, or violation of law or right of a third party, or that of the indemnifying party's officers, employees or agents.

**PARAGRAPH 25 -- Other Provisions**

All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail postage prepaid with proper address to the following addresses until otherwise notified: (1) notice to Farragut CSD shall be sent to: 907 Hartford Ave., Farragut, Iowa 51639; (2) notice to Hamburg CSD shall be sent to: 105 E Street, Hamburg, Iowa 51640. Both parties shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement. The parties agree to cooperate as needed to assure that all required services and responsibilities are provided by the parties and that the educational programs and activities are operated in compliance with all applicable laws. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

In commemoration of this Agreement, the presidents and secretaries of the respective Boards of Directors sign this Agreement on the dates set below, the Agreement having been passed by a majority roll-call vote of each Board of Directors:

Dated at Hamburg and Farragut Iowa, this 18th day of July, 2012.

FARRAGUT COMMUNITY SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_

Board President

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Board Secretary

HAMBURG COMMUNITY SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_

Board President

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Board Secretary

**Proposal Related to the Whole Grade Sharing Dispute:  
First Presented January 14, 2015: Updated January 26, 2015:**

In the interest of resolving the dispute over the operation of the Whole Grade Sharing Agreement between Hamburg Community Schools and Farragut Community Schools the following is adopted beginning with the 2015-2016 school year.

Paragraph 3 - Students and Services Involved (page 2)

Be amended to read:

A. Beginning with the 2015-2016 school year complete instructional programs for the regular program pre-school, kindergarten, first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh and twelfth grade student populations shall be provided in the best available facilities in either the Hamburg Community School District or the Farragut Community School District that meet both state and federal equity standards, accessibility standards and that are the most financially efficient while at the same time provide appropriate space to be in compliance with Chapter 12 accreditation standards.

- B. Beginning with the 2015-2016 school year complete instructional programs for the regular program pre-school, kindergarten, first, second, third, fourth, fifth and sixth grade shall be provided in the Marnie Simons Elementary School Facility in Hamburg.
- C. Beginning with the 2015-2016 school year complete instructional programs for the regular program seventh, eighth, ninth, tenth, eleventh and twelfth grade student populations shall be provided in the Nishnabotna High School Facility in Farragut and be called Nishnabotna Junior-Senior High School.

The remaining document shall have each corresponding section updated to reflect a PreK-12 Whole Grade Sharing Agreement beginning with the 2015-2016 school year.

Paragraph 10 - Staffing (page 4): Be amended to read:

Following all necessary staff and budget reductions made independently by the Hamburg Community School District and the Farragut Community School District designed to effectively and appropriately address the negative unspent authorized budget balances of both districts (Hamburg \$-148,952 and Farragut \$-803,010) that exist as of January 14, 2015 the two school districts will work together to staff the academic programs to be offered as outlined in Paragraph 3 beginning with the 2015-2016 school year. (As clarification this proposal reflects staffing the programs with available staff who are offered contracts of employment with their respective school district after all budget reductions and staff reductions are made by their respective school district.)

The Hamburg Community School District and the Farragut Community School District mutually agree to share the best available remaining staff based on seniority and the possession of the appropriate BOEE license to adequately staff the PreK-6 Marnie Simons Elementary School and the 7-12 Nishnabotna Junior-Senior High School in order to provide the best possible learning opportunities for all students and to be in full compliance with Chapter 12 accreditation standards.

(Shared staff contracts would remain between the employee and their current employer.)

The Hamburg Community School District and the Farragut Community School District also agree that any additional staff hirings that need to be made to be in compliance with Chapter 12 or to fill a vacant position will comply with the requirements of Code of Iowa section 280.15 regarding employment of persons whose employment is terminated as a result of this whole grade sharing agreement and that administrators and other appropriate personnel shall work together between districts to find suitable staff hires.

In addition:

Beginning immediately the Hamburg Community School District and the Farragut Community School District will work to find another whole grade sharing partner or partners to solidify and

enhance the learning opportunities of all students that would be acceptable to their school communities with an anticipated start date of August, 2016.

Both school districts will work to secure an adequate location for the provision of Vocational Agriculture, Auto Tech and Industrial Technology either within the two districts or with a sharing partner.

By approving this proposal both school districts agree to not pursue the Whole Grade Sharing Arbitration process that would be the next step if this proposal wasn't accepted by the two districts.

## Appendix D: Summary of Office for Civil Rights Requirements

The Phase II Accreditation Team from the Iowa Department of Education (Department) conducted a follow-up visit to Farragut Community School District (CSD) on February 17–19, 2015. One purpose of the follow-up visit was to monitor progress on several outstanding areas of noncompliance arising from an Equity Site Visit in Farragut on November 8-10, 2011.

While the district has developed an acceptable plan for making the programs accessible for the remainder of the 2014-2015 school year and for making the buildings accessible in 2015-2016, the accreditation committee has recommended conditional accreditation for a period of one year and that continued monitoring be conducted by the Department to ensure the plans are fully implemented. The Office for Civil Rights at the U.S. Department of Education has required the Department to submit quarterly reports on the progress Hamburg CSD makes toward correcting the accessibility noncompliance. The first report was submitted on January 7, 2015, and the second is due April 7, 2015.

### *Consequences of Continued Noncompliance*

In the event the district does not submit a voluntary compliance plan, or does not show good faith effort to complete its voluntary compliance plan, the director of the Department will take one or more of following actions:

1. Notify the U.S. Department of Education Office for Civil Rights of continued noncompliance with federal civil right law.
2. Notify the Iowa Civil Rights Commission and/or Attorney General's Office of continued noncompliance with state law.
3. Seek revocation of conditional accreditation by the State Board.
4. File an ethics complaint with the Board of Educational Examiners against one or more administrators in the district.