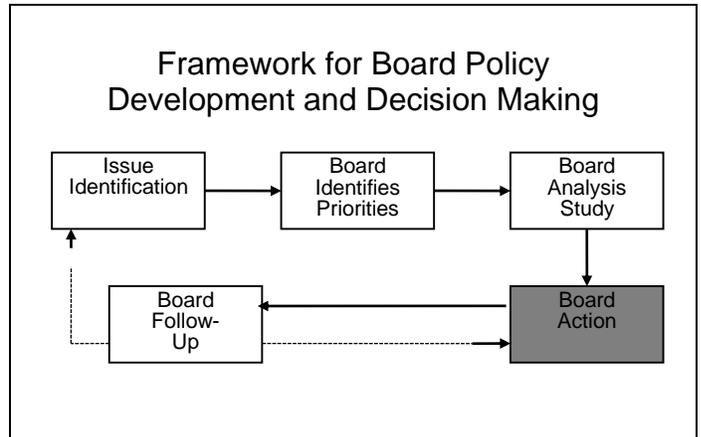


Iowa State Board of Education

Executive Summary

March 26, 2015



Agenda Item: Accreditation – Hamburg 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 Hamburg 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 Hamburg 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 Hamburg Community School District on June 25-26, 2014, based on the district’s failure to correct numerous and significant instances of noncompliance, which were originally cited in 2010. 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 Hamburg 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 17 and 18, 2015, with the findings of that visit summarized in the attached report.

Phase II Accreditation Final Report Hamburg Community School District

Table of Contents

I.	Introduction and Overview of Phase II Process	1
	Legal Authorities and Framework	
	Background	
	Accreditation Committee Members	
II.	Executive Summary	3
III.	Program Status	4
	Noncompliance Citations and Status	
	Facilities Status	
	Accreditation Committee Observations	
IV.	Finance Status	17
	Findings and Conclusions	
	School Budget Review Committee Summary	
	District Response to the Fiscal Site Visit	
	Finance Team Observations	
	School Budget Review Committee Action	
V.	Recommendation from Accreditation Committee	19
VI.	Appendices	
	Appendix A. Accessibility Plan for 2014-2015	21
	Appendix B. Achievement Data	23
	Appendix C. Hamburg Community School District and Farragut Community School District Whole Grade Sharing Agreement	26
	Appendix D. Summary of Office for Civil Rights Requirements	37

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 Hamburg 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 Hamburg CSD on June 25-26, 2014, based on the district’s failure to correct numerous and significant instances of noncompliance, which were originally cited in 2010. 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 Hamburg 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 17 and 18, 2015, with the findings of that visit summarized in this document.

Accreditation Committee Members. The Hamburg 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 Hamburg 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 Hamburg CSD.

The accreditation committee finds that continued but conditional accreditation is in the best interest of education and of the Hamburg school community. The Hamburg CSD has corrected the vast number of outstanding citations within the time period prescribed by the State Board. The Hamburg CSD teaching staff and administration has been responsive to support and assistance provided by the members of the accreditation committee and other Department personnel. All of the outstanding items of noncompliance will be resolved by closure of buildings and new construction. Continued but conditional accreditation simultaneously recognizes (1) the substantial work of the Hamburg teaching staff and administration, and (2) the district’s continued need for support to improve and independently sustain compliance and performance.

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

The accreditation committee does not recommend deaccreditation without offering the Hamburg 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 Hamburg school community to deaccredit the district without allowing the district to follow through on plans to close inaccessible buildings.

The accreditation committee does not recommend accreditation of the Hamburg CSD without conditions. Accreditation without conditions would not be in the interest of education and the Hamburg school community. Conditional accreditation is the mechanism by which the State Board may ensure that the Hamburg board follows through with district commitments to the Department. The accreditation committee has concerns about members of the school board maintaining and acting on unrealistic expectations, including expectations about the continued use of inaccessible buildings.

III. Program Status

Noncompliance Citations and Status

Table 1: Noncompliance Citations Pending

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
Equity Report Statement #32: Accessibility items.	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	6/7/10	Not applicable pending closing of building

Table 2: Noncompliance Citations Resolved

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
Equity Report Statement #7: Corrections in protected classes in non-discrimination policies.	Code of Iowa Section 216.9 Iowa Administrative Code 12.5(8)	6/7/10	Corrected as of 2/17/15
Equity Report Statement #8: Role of Equity Coordinator.	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 Iowa Administrative Code 95.4(3)	6/7/10	Corrected as of 7/24/12
Equity Report Statement #9: Availability of grievance forms.	Americans with Disabilities Act, 1990 280.28(3) Harassment and Bullying Prohibited	6/7/10	Corrected as of 2/17/15
Equity Report Statement # 10: Grievance notification in handbooks.	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	6/7/10	Corrected as of 8/29/13
Equity Report Statement #11: Non-discrimination notifications in handbooks and website. EDQ2. The district does not have a non-discrimination notification statement: annual notification in	34 CFR Part 104.8 Notice; 34 CFR Part 106.9 Section IV.O. Public Notification	6/7/10 6/26/15	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
newspaper or newsletter that goes to all community folks that includes all protected classes. Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C.			
EQD3. The district does not have a non-discrimination statement in major written publications: Parent, student, employee, coaches and registration handbooks; brochures about the district, website, and school newsletters that include all protected classes. Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C.	34 CFR Part 104.8 Notice; 34 CFR Part 106.9 Section IV.O. Public Notification	6/7/10 6/26/14	Corrected as of 2/17/15
Equity Report Statement #21: Monitoring of multicultural, gender fair policies and procedures.	Code of Iowa section 256.11; Iowa Administrative Code 12.5(8); Code of Iowa 12.7(256)	6/7/10	Corrected as of 2/17/15
Equity Report Statement #22: Media center support. LP1. The school district has not established a K-12 library program. 281-IAC 12.3(12)	Iowa Administrative Code 281-12.3(1)	6/7/10	Corrected as of 2/17/15
Equity Report Statement #23: K-12 counseling program.	Iowa Administrative Code 281—12.39(11)	6/7/10	Not applicable
Equity Report Statement #27: Weight training by gender.		6/7/10	Not applicable
Equity Report Statement #28: Non-discrimination notification in coaches handbook.	Section 504 of the Rehabilitation Act of 1973 34 CFR Part 104.8; Title IX of the Education Amendments of 1972 34 CFR Part 106.9; Office of Civil Rights Guidelines 1979 Section IV.O.	6/7/10	Corrected as of 2/17/15
Equity Report Statement #29: Annual review of extra-curricular activities.	Section 504 of the Rehabilitation Act of 1973 34 CFR Part 104.34; Title IX of the Education Amendments of 1972 34 CFR Part 106.3; 34 CFR Part 106.34; Office of Civil Rights Guidelines 1979 Section V.B.; Section V.C.; Section V.E.	6/7/10	Not applicable

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
Equity Report Statement # 34: Gender typed enrollments.	Section 504 of the Rehabilitation Act of 1973 – 34 CFR Part 104.34; Title IX of the Education Amendments of 1972 – 34 CFR part 106.34; 34 CFR Part 106.36; Iowa Administrative Code 12.1(256) General standards	6/7/10	Not applicable
Equity Report Statement # 46: District committee diversity.	Section 504 of the Rehabilitation Act of 1973 – 34 CFR Part 104.4; Title VI – Civil Rights Act, 1964 – 34 CFR Part 100.3; Code of Iowa Section 258.9; Section 69.16A; Iowa Administrative Code 12.2(256)	6/7/10	Corrected as of 2/17/15
Equity Report Statement # 50: EEO/AA plan inadequate. EQD4. Plan that addresses equal employment opportunity and affirmative action in employment.	Iowa Administrative Code 95.3(256)	6/7/10 6/26/14	Corrected as of 2/17/15
EQD5 The district does not have an initial student registration form which identifies the student's primary home language.	Title VI Civil Rights Act and IAC 281—60	6/26/14	Corrected as of 2/17/15
Equity Report Statement # 51: School Improvement Advisory Committee membership diversity.	Iowa Administrative Code 12.2(256); 12.3(2)l; Code of Iowa Section 258.9; Section 69.16A	6/7/10	Corrected as of 2/17/15
CL8. Graduating seniors are being released more than five days early, excluding weather-related extensions. 281-IAC 12.1(7)	281—IAC 12.1(7)	6/10/10	Not applicable
PA2. Pupils in grades 6 through 12 do not engage in physical activity for a minimum of 120 minutes per week in which there are at least five days of school. 281-IAC 12.5(19) (grades 9-12)	281—IAC 12.5(19)	6/10/10	Not applicable
PA4 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 3/5/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
PM3. The school or school district cannot demonstrate that the board has reviewed its policies on at least a five-year cycle. 281—IAC 12.3(2)	281—IAC 12.3(2)	6/10/10	Corrected as of 2/17/15
EV3. The school district does not implement its evaluation procedures for all teachers. 281—IAC 12.3(3) and Iowa Code 279.14	281—IAC 12.3(3) and Iowa Code 279.14	6/10/10	Corrected as of 2/17/15
JHP1. The junior high program, grades 7-8 does not include each curricular area. 281-IAC 12.5(4)	281—IAC 12.5(4)	6/10/10 6/26/14	Corrected as of 2/17/15
VED2. The vocational (CTE) program for grades 9-12 does not contain at least three sequential units in at least four service areas. 281—IAC 12.5(5)(i)	281—IAC 12.5(5)(i)	6/10/10	Not applicable
GT1. The district has not established gifted and talented program goals. 281—IAC 12.5(12)	281—IAC 12.5(12)	6/10/10	Corrected as of 11/2010
GT3. The district identification procedures are not designed to potentially identify gifted and talented students throughout the school-age population. 281—IAC 12.5(12)	281—IAC 12.5(12)	6/10/10 6/26/14	Corrected as of 11/2010
GT4. The district's identification procedures for gifted and talented students do not contain at least two criteria. 281—IAC 12.5(12)	281—IAC 12.5(12)	6/10/10	Corrected as of 11/2010
GT5. The district has no qualitatively differentiated program for identified gifted and talented students. 281—IAC 12.5(12)	281—IAC 12.5(12)	6/10/10 6/26/14	Corrected as of 2/17/15
GT6. The district has no personnel designated to administer the gifted and talented program for identified students. 12.5(12)	281—IAC 12.5(12)	6/10/10	Corrected as of 2/17/15
GT7. The district does not provide any professional development with regard to gifted and talented programming. 281—IAC 12.5(12)	281—IAC 12.5(12)	6/10/10 6/26/14	Corrected as of 11/2010
PD1. The school or school district does not provide professional development for all staff responsible for delivery of	281—IAC 12.7(1)(a)a, 281-IAC 12.7(2)(a)	6/10/10	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
instruction. 281-IAC 12.7(1)(a)a, 281—IAC 12.7(2)(a)			
PD4. No evidence exists that all employees are prepared to work with diverse learners and to implement multicultural, gender fair approaches to the educational program. 281—IAC 12.7(1)(a)	281—IAC 12.7(1)(a)	6/10/10	Corrected as of 2/17/15
IPDP1. No evidence exists that individual professional development plans are in place for each career (non-beginning) teacher. 281—IAC 12.7(1)(c)	281—IAC 12.7(1)(c)	6/10/10 6/26/14	Corrected as of 2/17/15
IPDP2.1 No evidence exists that individual professional development plans are based on the relevant Iowa teaching standards that support the student achievement goals of the attendance center and school district. 281—IAC 12.7(1)(c)	281—IAC 12.7(1)(c)	6/10/10 6/26/14	Corrected as of 2/17/15
IPDP2.2 No evidence exists that individual professional development plans are based on the needs of the teacher. 281—IAC 12.7(1)(c)	281—IAC 12.7(1)(c)	6/10/10 6/26/14	Corrected as of 2/17/15
IPDP2.3 No evidence exists that individual professional development plan goals go beyond those required under the attendance center professional development plan. 281—IAC 12.7(1)(c)	281—IAC 12.7(1)(c)	6/10/10 6/26/14	Corrected as of 2/17/15
IPDP2.4 No evidence exists that individual professional development plans are developed by the teacher in collaboration with the teacher’s evaluator. 281—IAC 12.7(1)(c)	281—IAC 12.7(1)(c)	6/10/10 6/26/14	Corrected as of 2/17/15
IPDP2.5 No evidence exists that an annual meeting is held between the teacher’s evaluator and the teacher to review the goals and refine the individual professional development plan. 281—IAC 12.7(1)(c)	281—IAC 12.7(1)(c)	6/10/10 6/26/14	Corrected as of 2/17/15
SIAC1. No evidence exists that the School Improvement Advisory Committee is board appointed. 281—IAC 12.8(1)(a)(2)	281—IAC 12.8(1)(a)(2)	6/10/10	Corrected as of 2/17/15
SIAC2. The School Improvement Advisory Committee does not consist of members representing all of the following: parents,	281—IAC 12.2	6/10/10 6/26/14	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
students, teachers, administrators, and community members.			
SIAC3. The School Improvement Advisory Committee does not meet at least once a year. 281—IAC 12.8(1)(a)(3)	281—IAC 12.8(1)(a)(3)	6/10/10	Corrected as of 2/17/15
SIAC4. The School Improvement Advisory Committee does not make annual recommendations to the board with regard to progress toward annual improvement goals, progress toward local indicators, and annual improvement goals for the next school year. 281—IAC 12.8(1)(a)(3)	281—AC 12.8(1)(a)(3)	6/10/10	Corrected as of 2/17/15
SIAC5 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
SIAC6 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
EPRO1 The elementary program, grades 1-6, does not include each curricular area.	281—IAC 12.5(3)	6/26/14	Corrected as of 2/17/15
PE1. Personnel files show no evidence of physical exams before or within six weeks of the beginning of service. 281—IAC 12.4(14)(substitutes)	281—IAC 12.4(14)	6/10/10	Not applicable
TL1. The school or school district employs who is not endorsed/certificated for content area(s) (Second Chance Reading). 281—IAC 12.4(8)	281—IAC 12.4(8)	6/10/10	Corrected as of 11/2010
Districts providing early childhood special education instructional services for preschool children on an Individualized Education Programs (IEP), <i>Iowa Code 279.49, 280.3A.</i>	Iowa Code 279.49, 280.3A	6/26/14	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
<p>_____ a. Indicate which of the following preschool program standards, as defined by the Iowa Department of Education, are being implemented:</p> <ol style="list-style-type: none"> 1. Iowa Quality Preschool Program Standards (IQPPS); 2. Head Start Program Performance Standards; or 3. National Association for the Education of Young Children (NAEYC) Accreditation. 			
MCGF1 No multicultural, gender fair board policy exists.	281—IAC 12.5(8)	6/26/14	Corrected as of 2/17/15
EQD1 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 2/17/15
EQ5 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, disability, race, national origin, color, religion, and creed.	281—IAC 12.1(1)	6/26/14	Corrected as of 3/2/15
EQ4 Data regarding district, attendance center, and course enrollment on the basis of gender, disability, race, and/or national origin do not exist for each subgroup.	281—IAC 12.1(1)	6/26/10	Corrected as of 2/17/15
EQ3 No evidence exists for the annual review of district, attendance center, and course enrollment data.	281—IAC 12.1(1)	6/26/10	Corrected as of 2/17/15
PE6 Board policy does not address evaluation criteria for administrators.	281—IAC 12.3(3) and Iowa Code 279. 23A	6/26/14	Corrected as of 2/17/15
AR1 The district's identification procedures are not designed to potentially identify at-risk students throughout the school-age population.	281—IAC 12.5(13)	6/26/14	Corrected as of 2/17/15
AR2 The district's identification procedures for at-risk students do not contain at least two criteria.	281—IAC 12.5(13)	6/26/14	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
AR3 The district has no ongoing educational strategies to meet the needs of at-risk students.	281—IAC 12.5(13)	6/26/14	Corrected as of 2/17/15
AR4 The comprehensive school improvement plan (CSIP) does not contain evidence that the district evaluates the effectiveness of its at-risk program.	281—IAC 12.5(13)	6/26/14	Corrected as of 2/17/15
RPL1 The school or school district has insufficient record of licenses and/or certificates of professional recognition.	281—IAC 12.4(10)	6/26/14	Corrected as of 2/17/15
Highly qualified educational assistance.	Title I of ESEA Section 1119(c)	6/26/14	Corrected as of 2/17/15
EV3 The school district does not implement its evaluation procedures for all teachers.	281—IAC 12.3(3) and Iowa Code 279.14	6/26/14	Corrected as of 2/17/15
PE8 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 2/17/15
HCY4 Evidence that the district-adopted definition of homeless is communicated to staff, parents, and students does not exist.	281—IAC 33.3	6/26/14	Corrected as of 2/17/15
ELL1 Documentation of identification procedures for limited English proficient students does not exist.	281—IAC 60.3	6/26/14	Corrected as of 2/17/15
ELL2 Documentation of program placement options for limited English proficient students does not exist.	281—IAC 60.3	6/26/14	Corrected as of 2/17/15
ELL3 Documentation of exit criteria for limited English proficient students does not exist.	281—IAC 60.3	6/26/14	Corrected as of 2/17/15
T12 No evidence exists 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 2/17/15
PRS1 No evidence exists a teacher peer review system is in place.	Iowa Code 284.8	6/26/14	Corrected as of 2/17/15

Noncompliance Items Both Equity and Accreditation	Citation	Date(s) of Citation	Status
PC1 No evidence exists the district provides 36 hours of practitioner collaboration.	Iowa Code section 284.6(8)	6/26/14	Corrected as of 2/17/15

Table 3: Middle School Accessibility

Nishnabotna Middle School Accessibility Compliance Plan 2011				
Accessibility Corrections	Completion Time Frame	Completed	Deadline Recommended to State Board	Status
Add two additional parking spaces with one being a van accessible space with a 96" wide access aisle on the north side of the building.	November 2010	Yes	--	Not applicable pending building closure
Van accessible parking space will have appropriate signage.	November 2010	Yes	--	Not applicable pending building closure
ADA approved grates will be installed to the junior high north entrance walking surface to the Industrial Technology Building.	May 2011	Yes	--	Not applicable pending building closure
A sign designating the accessible passenger loading zone will be installed.	November 2010	Yes	--	Not applicable pending building closure
A new ramp to the exterior entrance of the auditorium meeting ADA standards will be built.	April 2011	No	90 days after State Board meeting	Not applicable pending building closure
An architect will be hired to develop a plan to deal with all inaccessibility issues on all levels of the 1924 building.	Plan developed by January 2011 & implementation beginning May 2011	No	90 days after State Board meeting	Not applicable pending building closure
Appropriate signage installed at all inaccessible entrances indicating	March 2011	No	30 days after State Board meeting	Not applicable pending building closure

direction of accessible entrances.				
Accessible men's restroom created by the auditorium and signage to accessible women's restroom installed.	March 2011	Yes	--	Not applicable pending building closure
Plan developed to create accessible shower rooms.	Plan implementation started May 2011	Yes	90 days after State Board meeting	Not applicable pending building closure

Table 4: Elementary School Accessibility

Marnie Simons Elementary Accessibility Compliance Plan 2011				
Accessibility Corrections	Completion Time Frame	Completed	Deadline Recommended to State Board	Status
Add two accessible parking spaces to the outdoor athletic complex near the concession stand.	October 2010	Yes	--	Corrected
One van accessible parking space will be appropriately painted and have a sign designating van accessible parking space.	November 2010	Yes	--	Corrected
Add sign at passenger loading zone displaying the international symbol of accessibility.	November 2010	Yes	--	Corrected
Add inaccessible entrance signs which indicate direction of accessible entrance.	March 2011	Yes	--	Corrected

Facilities Status. Hamburg CSD has been cited for noncompliance with the Americans with Disabilities Act (ADA) regarding building accessibility for two 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. The Hamburg CSD has put an action plan in place to address the accessibility concerns.

There were four accessibility citations listed in the most recent ADA accessibility report on the Marnie Simons Building and they include:

- Adding two accessible parking spaces to the outdoor athletic complex near the concession stand;
- Adding a passenger loading zone sign displaying the international symbol of accessibility;
- Adding one van accessible parking space and signage meeting ADA requirements; and
- Adding inaccessible entrance signs indicating the direction to an accessible entrance at all inaccessible entrances.

The district has completed all required items listed in the ADA accessibility report with the exception of placing signs at the inaccessible entrances. These signs are scheduled to be installed before the beginning of the 2015-2016 school year as part of the overall plan to address accessibility compliance across the district.

In the most recent ADA accessibility report, the Nishnabotna Middle School Building had nine separate citations for inaccessibility. Those citations included:

- Adding one accessible parking space on the north side of the building;
- Adding one van accessible parking space and signage meeting ADA requirements;
- Installing ADA-approved grates to the middle school north entrance walking surface leading to the Industrial Technology Building;
- Adding a passenger loading zone sign displaying the international symbol of accessibility;
- Installing a new ramp leading to the exterior entrance of the auditorium which meets ADA requirements;
- Adding inaccessible entrance signs indicating the direction to an accessible entrance at all inaccessible entrances;
- Hiring an architect to develop a plan to deal with inaccessibility issues in the 1924 portion of the building;
- Installing an accessible men's restroom by the auditorium and adding signage to accessible women's restroom; and
- Developing a plan to create accessible shower rooms.

The district has completed some, but not all of the required items listed in the ADA accessibility report. Rather than addressing all individual items of accessibility noncompliance, the Hamburg School Board has decided to close the Nishnabotna Middle School Building as part of their action plan to address accessibility.

Beginning with the 2015-2016 school year, the Hamburg CSD will cease to provide educational programming for any grade levels at the Nishnabotna Middle School Building. 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. The only section of the Nishnabotna Middle School Building that could possibly

remain open past the beginning of the 2015-2016 school year would be the school district's kitchen. This would only occur if the construction of the new kitchen facilities at the Marnie Simon Building extended beyond the beginning of the 2015-2016 school year. The Nishnabotna Middle School kitchen would be closed as soon as the new kitchen facilities were completed, and access to any other parts of the building would be prohibited.

As part of the action plan, the Hamburg CSD has procured 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 Hamburg School Board, but an understanding of the direction they would most likely take was discussed by the school board president and the superintendent.

The Hamburg 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 Hamburg 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 accreditation committee members, Superintendent Terry Kenealy, School Board President David Mincer, 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:

- Hamburg CSD will educate both Farragut and Hamburg students in grades PK-6 at 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 Middle School Building will be closed to any use by the school district (the food service area could be used beyond the August 2015 deadline, if construction at Marnie Simons Building were delayed. If this occurs, access to any other part of the building for any reason other than cold storage will be denied).
- Hamburg CSD will complete construction of additional space at the Marnie Simons Building during the 2015-2016 school year, which will house the administrative offices and the district's food service currently residing at the Nishnabotna Middle School Building.

If Hamburg CSD follows the action plan discussed above, all accessibility issues within the Hamburg 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 2010. District staff were able to correct nearly all items of noncompliance prior to the accreditation committee's visit on February 17, 2015, and subsequently corrected the remaining two items immediately following the visit. The district's superintendent, business manager, and principal took a serious approach to resolving the compliance issues.
- 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.
- District staff requested technical assistance from Department and area education agency (AEA) personnel when needed to bring items into compliance. Hamburg staff worked collaboratively with Department personnel throughout the Phase II process.
- All personnel files were audited during the June 2014 and February 2015 on-site visits. The accreditation committee noted that during the February 2015 visit, the files were well organized and all components were easily found in the files. For example, items such as Individual Career Development plans were consistently formatted and available in all files.
- 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.
- 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.
- The district's board has come to agreement with Farragut CSD's board regarding a grade-level configuration that will allow both districts to proceed with plans to remedy all accessibility compliance issues.
- 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 eliminate its second year of a negative unspent balance at the end of fiscal year 2013-2014 of \$148,950.81. The district requested SBRC modified supplemental amount in the amount of \$271,304 as part of its corrective action plan; however, during the hearing, the district amended its request to \$148,951. The district also appeared to respond to its fiscal Phase I/II site visit.

District Response to the Fiscal Site Visit. The 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 at the Farragut CSD and the question was defeated by the voters at 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 on reducing approximately 2.5 teaching positions and 4 to 5 support staff positions along with closing down the 1924 middle school building in preparation for the 2015-2016 school year.

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 and Farragut as they reconfigure grade-level placements. The Hamburg CSD will be closing the middle school building due to facility concerns and costs. 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 reductions plans, and overall staffing plans for the next school year.

Finance Team Observations. The district experienced a decline in enrollment of 82.8 from FY99 to FY13, and over that time decreased total staff by 7.2. Using average teacher salaries, as reported in *The Annual Condition of Education Report*, the district would have needed to reduce teaching staff by 8.48 to keep up with the declining enrollment.

The budget submitted by the district indicated it will be positive at the end of FY16; however, without granting a modified supplemental amount, the district would need to work on other alternatives and submit a different workout plan for consideration. For FY15, the budget showed a reduction in expenditures of \$281,000, while the corrective action plan showed a slightly higher reduction. Expenditures for FY16 showed a reduction of \$373,000. The FY17 budget indicated an increase in expenditures of \$200,000; however, the corrective action plan did not show anticipated increase in expenditures for FY17.

SBRC Action. The SBRC approved modified supplemental amount for the 2014-2015 school year in the amount of \$148,951 as part of its corrective action plan and directed the district to resubmit at the April hearings a corrective action plan showing sufficient changes to ensure the district will complete FY15 with a positive unspent balance.

In addition, the SBRC directed the district to adopt a plan to maximize the amount of savings in the shortest period of time and directed the district to operate its expenditures in compliance with Iowa Code. The district shall not expend in the General Fund for FY15 more than \$2,508,006, 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. Recommendation from Accreditation Committee

The accreditation committee recommends that the State Board of Education take action to place the Hamburg 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 State 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. The kitchen at the Hamburg Middle School may be used by district staff to prepare school meals during the time that a new food service area is under construction at the Marnie Simons Elementary Building. No portion of the Hamburg Middle School other than the kitchen may be used for any purpose, and all other areas must be rendered unusable for purposes other than cold storage. Entry to the Hamburg Middle School kitchen area must be restricted to kitchen staff and delivery personnel only for the duration necessary to operate the facility for the purpose of food preparation. Entry to all other portions of the 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

Hamburg CSD is required to have a written transition plan describing how inaccessible programs and services will be made available to individuals with disabilities during the remaining period of the 2014-2015 school year. The following plan was submitted on October 16, 2014:

The Hamburg Community School District recognizes that in our pre-1977 portions of our facilities our programs may be inaccessible to students, staff, parents and community members with disabilities due to the multiple levels within the facilities, in particular, the Middle School. The district will address all items identified in Appendix B, pages 52-56, within the planning to be developed within the ninety (90) day period as outlined in the Department of Education Final Report.

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 pre-1977 portions of the Middle School building by bringing programs down to the ground floor level the building so that students, staff, parents and community members with disabilities can access those programs when or if the situation arises causing a need to move the programs or services sooner than the end of the school year. If it isn't possible to bring the program down to the ground floor level of the Middle School building the program will be moved to the Marnie Simons Elementary School so that students, staff, parents and community members with disabilities can have access to the program.

Beginning with the 2015-2016 school year the Hamburg Community School District will cease to provide educational programming for any grade levels in the pre-1977 portions of the Middle School building. All educational programs and services will be provided for all students PreK-12 at the Marnie Simons Elementary Building site in fully accessible facilities, in additional facilities that will be provided at the Marnie Simons Elementary Building site and/or at other fully accessible facilities in other communities that the Hamburg Community School District may partner with or consolidate with in the near future.

The Hamburg Community School District has also begun to utilize the services of Facilities Cost Management 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 is expected to be received by the end of October 2014. The Hamburg 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. Terry Kenealy, and the Hamburg Community School District Board of Directors will be responsible for the completion of this Handicapped Accessibility

Transition Plan. The Hamburg Community School District Board of Directors has retained the services of Facilities Cost Management to assist the district in developing appropriate facility plans to address the educational programming needs and the accessibility needs of the district. The Hamburg Community School District Board of Directors and Facilities Cost Management 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

Hamburg CSD Iowa Assessment Percent Proficient and Above

3rd Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	80.00%	68.42%	55.56%	64.00%	57.14%
GHAEA	73.08%	75.18%	73.76%	71.06%	73.44%
State	75.56%	77.32%	75.89%	75.50%	75.41%

4th Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	80.00%	80.95%	56.25%	46.67%	74.07%
GHAEA	78.20%	81.22%	71.19%	73.01%	70.84%
State	77.66%	81.58%	73.48%	74.63%	74.97%

5th Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	78.26%	75.00%	70.97%	70.37%	55.17%
GHAEA	77.06%	79.59%	72.23%	74.35%	74.00%
State	77.61%	79.85%	73.42%	74.76%	73.55%

6th Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	78.57%	61.90%	50.00%	41.94%	59.26%
GHAEA	66.37%	68.76%	61.57%	61.70%	70.86%
State	69.45%	69.11%	63.53%	65.03%	72.72%

7th Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	70.59%	53.33%	65.52%	63.64%	72.41%
GHAEA	69.72%	74.34%	65.51%	65.95%	72.07%
State	71.55%	74.00%	66.48%	67.57%	74.20%

8th Grade Reading

Year	09-10	10-11	11-12	12-13	13-14
District	50.00%	76.47%	60.71%	54.55%	66.67%
GHAEA	69.00%	74.70%	63.34%	63.81%	72.69%
State	72.61%	74.34%	64.98%	65.00%	74.22%

3rd Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	65.00%	57.89%	50.00%	88.00%	61.90%
GHAEA	74.77%	75.31%	74.95%	73.86%	77.90%
State	76.20%	77.71%	78.48%	77.02%	74.95%

4th Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	60.00%	71.43%	68.75%	53.33%	74.07%
GHAEA	77.96%	79.43%	74.16%	74.79%	76.97%
State	79.16%	81.32%	77.21%	78.02%	78.92%

5th Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	65.22%	68.75%	67.74%	74.07%	55.17%
GHAEA	77.35%	78.16%	73.15%	76.14%	75.26%
State	79.65%	79.41%	77.08%	78.10%	76.80%

6th Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	71.43%	66.67%	50.00%	58.06%	55.56%
GHAEA	72.38%	72.45%	65.03%	68.72%	75.11%
State	76.19%	74.21%	70.34%	71.96%	76.13%

7th Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	52.94%	60.00%	82.76%	77.27%	86.21%
GHAEA	73.83%	77.34%	75.02%	75.93%	81.48%
State	76.39%	78.92%	77.77%	77.11%	82.12%

8th Grade Mathematics

Year	09-10	10-11	11-12	12-13	13-14
District	64.29%	52.94%	64.29%	77.27%	66.67%
GHAEA	73.24%	75.89%	70.61%	69.86%	72.83%
State	75.25%	76.45%	73.30%	73.16%	74.76%

3rd Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	80.00%	73.68%	61.11%	88.00%	61.90%
GHAEA	79.06%	79.56%	81.51%	79.07%	78.45%
State	80.29%	81.60%	82.92%	77.09%	77.83%

4th Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	86.67%	80.95%	68.75%	66.67%	88.89%
GHAEA	85.26%	83.75%	83.62%	82.78%	83.17%
State	83.80%	82.46%	83.42%	80.62%	81.64%

5th Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	91.30%	75.00%	77.42%	74.07%	68.97%
GHAEA	83.83%	82.95%	77.27%	78.85%	80.28%
State	82.90%	81.81%	75.95%	77.13%	79.67%

6th Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	85.71%	76.19%	66.67%	54.84%	62.96%
GHAEA	81.21%	78.03%	76.05%	73.27%	72.79%
State	80.78%	75.66%	73.96%	73.58%	74.36%

7th Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	76.47%	60.00%	82.76%	63.64%	68.97%
GHAEA	79.40%	83.79%	70.60%	68.61%	75.42%
State	80.83%	82.71%	69.95%	69.54%	77.89%

8th Grade Science

Year	09-10	10-11	11-12	12-13	13-14
District	78.57%	76.46%	75.00%	63.64%	91.67%
GHAEA	79.90%	84.04%	75.24%	75.85%	83.68%
State	80.39%	83.43%	75.25%	74.75%	83.09%

(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 Committee from the Iowa Department of Education (Department) conducted a follow-up visit to Hamburg 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 Equity Site Visit in Hamburg on April 6–8, 2010.

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 a 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.