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# Whole Grade Sharing Handbook

2012-2013

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Iowa Code section 282.10 defines whole grade sharing as a procedure used by school districts whereby all or a substantial portion of the pupils in any grade in two or more school districts share an educational program for all or a substantial portion of a school day under a written agreement pursuant to section 256.13, 280.15, or 282.7(1). Whole grade sharing may either be one-way or two-way sharing.

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If you have questions or grievances related to compliance with this policy by the Iowa Department of Education, please contact the legal counsel for the Iowa Department of Education, Grimes State Office Building, Des Moines, IA 50319-0146, telephone number 515/281-5295, or the Director of the Office for Civil Rights, U.S. Department of Education, 111 N. Canal Street, Suite 1053, Chicago, IL 60606-7204.

August, 2012

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**Frequently Asked Questions**

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**GENERAL**

**1. What is whole grade sharing?**

Whole grade sharing is a procedure used by school districts whereby all or a substantial portion of the pupils in any grade in two or more school districts share an educational program for all or a substantial portion of a school day under a written agreement pursuant to Iowa Code section

256.13, 280.15, or 282.7(1). Whole grade sharing may either be one-way or two-way sharing. Iowa Code section 282.10

Only entire grades may be discontinued and if discontinued, all higher grades in that district shall also be discontinued. Iowa Code section 282.7(1) Student are tuitioned out in these discontinued grades and effectively are whole-grade shared from the district that discontinued grades to all receiving districts.

## **2. What is one-way or two-way whole grade sharing?**

One-way whole grade sharing occurs when a school district sends pupils to one or more other school districts for instruction and does not receive a substantial number of pupils from those districts in return.

Two-way whole grade sharing occurs when a school district sends pupils to one or more other school districts for instruction and receives a substantial number of pupils from at least one of those school districts in return. Iowa Code section 282.10

If the board designates more than one contiguous district for attendance of its pupils, the board shall draw boundary lines within the school district for determining the school district of attendance of pupils. Iowa Code section 282.7(1)

If a district wishes to whole-grade share with a district that is not contiguous, then all districts between the two sharing districts must also participate in the whole-grade sharing agreement.

## **3. Who are affected students?**

Those who are under the whole grade sharing agreement and are attending or scheduled to attend the school district specified in the agreement, other than the district of residence, during the term of the agreement. Iowa Code section 282.11

**4. When must a whole grade sharing agreement be signed?**

A whole grade sharing agreement shall be signed by the boards of the districts involved in the agreement no later than February 1 of the school year preceding the school year for which the agreement is to take effect.

Iowa Code section 282.10

**5. To meet the February 1 deadline when must a district begin the process?**

A minimum of 90 days prior to signing an agreement the districts involved shall publicly announce their intent to negotiate a sharing agreement. For a district to meet the February 1 deadline the districts involved should publicly announce their intentions by the end of October.

Iowa Code section 282.11

**6. If the public does not believe that the whole grade sharing agreement will be feasible, what is the recourse?**

Within 30 days of the board's public notice, a petition, signed by at least 20 percent of the eligible electors in the district, may be filed by any of the signers with the Department of Education requesting a feasibility study be completed. Iowa Code section 282.11

**7. Will the Department of Education conduct a study to help with the districts' decision?**

The Department of Education will (1) direct the AEA to conduct the feasibility study (256.9(34), (2) determine that a study conducted by the district satisfies the request for a feasibility study, or (3) conduct the feasibility study utilizing department staff. A study will be tailored to meet the needs of the district. The study may involve onsite interviews with teachers, administration, school board members, support staff, students and community members and a review of course offerings, finances, enrollment, and student achievement. A district is not required to take any action after receiving the report.

**8. Will the community have an opportunity to provide input on the decision to whole grade share?**

Yes. Thirty days prior to the signing of an agreement whereby all or a substantial portion of the pupils in a grade in the district will attend a school in another district, the board of directors of each school district that is a party to a proposed sharing agreement shall hold a public hearing at which the proposed agreement is described, and at which the parent or guardian of an affected pupil and certified employees of the school district shall have an opportunity to comment on the proposed agreement. Iowa Code section 282.11

**9. Which high school awards the diploma for graduates when a school enters into a whole grade sharing agreement?**

Pupils who graduate from another school district under a sharing agreement shall receive a diploma from the receiving district (may say at bottom of the diploma resident of “x” district, attended “y” district pursuant to whole-grade sharing agreement). Iowa Code section 282.7(1)

**10. Do the districts maintain their own school boards after entering into a whole grade sharing agreement?**

Yes. When a district begins whole-grade sharing it still is considered a district and will maintain its own board. The district is also responsible to fulfill all state and federal requirements applicable to all districts.

**11. What happens to staff when a whole grade sharing agreement is signed?**

Individuals who were terminated as a result of the whole grade sharing agreement shall be notified when a new position exists and that they may apply for the new position. The board shall offer the new position to an applicant from among those who were terminated as a result of the agreement if the applicant is licensed for the new position or, in the case of unlicensed personnel, is otherwise qualified. If two or more individuals from among those terminated as a result of the agreement apply for a single position, the applicant who is best qualified in the opinion of the board shall be offered the new position. Iowa Code section 280.15(1)

**12. How long is a district obligated to hire employees that were terminated due to a whole grade sharing agreement?**

The board is not required to offer a new position to applicants who were among those who were terminated as a result of the agreement beyond two school years. Iowa Code section 280.15(1)

**13. Will employees lose the benefits they have accrued if they are terminated, but hired by the new district in which the whole-grade sharing agreement has been signed?**

An employee who accrued benefits before a whole grade sharing agreement that resulted in the employee’s termination shall not, as a result of reemployment under section 280.15(1), forfeit accrued vacation, accrued sick leave, longevity, completion of probationary status as defined by section 279.19, or salary or placement on a salary schedule based upon the employee’s years of experience. Iowa Code section 280.15(1)

**14. Who provides transportation for students affected by a whole grade sharing agreement?**

The resident district is responsible. However this may be negotiated in the agreement. Please see the whole grade sharing chart.

**15. Are districts that are currently involved in a whole grade sharing agreement required to follow the timelines when negotiating an agreement?**

Yes. The law requires that districts follow the timelines when negotiating, extending, and/or renewing a whole grade sharing agreement. Iowa Code section 282.11

Contact Barbara Byrd with questions concerning general whole-grade sharing issues.  
[barb.byrd@iowa.gov](mailto:barb.byrd@iowa.gov)

**FUNDING**

**16. How is funding for a whole grade sharing agreement determined?**

An agreement for whole grade sharing shall establish a method for determination of costs, if any associated with the sharing agreement.

- ◆ One-way sharing, the sending district shall pay no less than one-half of the district cost per pupil of the sending district.
- ◆ Two-way sharing, the cost shall be determined by mutual agreement of the boards.

The number of pupils participating in a whole grade sharing agreement shall be determined on the first weekday in October and the third Friday of February of each school year. Iowa Code section 282.12

The department does not collect whole-grade sharing costing information or methodologies used by sharing districts.

**17. Does federal money follow students involved in a whole grade sharing agreement?**

The following federal funds do not follow the student per se. It would depend on what is negotiated in an agreement between the districts and what has been approved in the application as allowable under the federal program. The district awarded the grant is responsible for how the grant funds are expended and may have sub-recipient monitoring requirements if any of the funds are paid to another district.

- ◆ Title I
- ◆ Title I, Part C Education of Migratory Children
- ◆ Title I, Part D, Prevention and Intervention Programs for Children and Youth Who are - Neglected, Delinquent, or At-Risk
- ◆ Title II Part A Teacher and Principal Training and Recruiting Fund
- ◆ Title II Part D Enhancing Education through Technology
- ◆ Title III Language Instruction for Limited English Proficient and Immigrants Students
- ◆ Title IV Part A Safe and Drug-Free Schools and Communities
- ◆ Title V Promoting Informed Parental Choice and Innovative Programs

**18. Does state categorical money follow students involved in a whole grade sharing agreement?**

State categorical funding does not follow students involved in a whole grade sharing agreement unless the Code or administrative rules so states. There are only two such situations. Those are discussed in the next two questions.

**19. What other areas of funding must be considered in the agreement?**

Any district in a current WGS agreement or considering entering into a Whole Grade Sharing agreement must negotiate the disposition of Teacher Quality funding under chapter 284. Teacher quality funding in chapter 284 includes teacher salary supplement, beginning teacher mentoring and induction, and professional development. (Iowa Code 282.10(4)).

Contact Joyce Thomsen with questions concerning financial implications of whole grade sharing.

**20. Is supplementary weighting available for whole grade sharing?**

The opportunity to include whole-grade sharing for supplementary weighting is available for up to three years, beginning with the 2007-2008 school year through the 2013-2014 school year. To receive supplementary weighting in the second and third years, the school districts must show progress towards reorganization. For more information, see administrative rule 281-IAC 97.5

[www.legis.state.ia.us/Rules/Current/iac/281iac/28197/28197.pdf](http://www.legis.state.ia.us/Rules/Current/iac/281iac/28197/28197.pdf)

Administrative rules and Iowa Code also allow the resident students who are in whole grade sharing grades to be counted for purposes of supplementary weighting on concurrent enrollment classes, including those concurrent enrollment classes offered by the community college via ICN. The resident district sending students to the receiving district will forward the supplementary weighting generated as follows:

- a. If the student was present in the resident district on October 1, 2010, the resident district will count the student for supplementary weighting and forward to the receiving district the weighting “generated” for a concurrent weighting class for that student.
- b. Hopefully, the receiving district told the resident district between October 1 and October 15 about the enrollment of the student so the resident district could get that student on its supplementary weighting form without needing an auditor adjustment. The concurrent enrollment course must be qualifying for SW in the receiving district (in other words, not supplanting, and all other concurrent enrollment criteria is met by the CC). This option is not available for any other type of supplementary weighting—just concurrent enrollment.
- c. The amount “generated” is the SW FTE for that one student for each qualified concurrent enrollment course times the subsequent year’s district cost per pupil (also called maximum tuition rate) in the resident district.

Contact Joyce Thomsen with questions concerning incentives for whole-grade sharing.  
[joyce.thomsen@iowa.gov](mailto:joyce.thomsen@iowa.gov)

## **OPEN ENROLLMENT**

### **21. What is open enrollment?**

It is the process by which parents/guardians residing in one Iowa district may enroll their children in another Iowa school district under the terms and conditions of Iowa Code section 282.18 and the administrative rules of the Iowa Department of Education, 281 IAC chapter 17.

### **22. Does the Whole Grade Sharing agreement terminate open enrollment status for students residing in the new shared districts?**

No, current open enrollment students are still considered to be open enrolled. The families may, however, choose to give up open enrollment status. This sometimes allows access to transportation, if they reside in the new WGS territory.

### **23. May a parent or guardian open enroll out of the district after the agreement is signed?**

Yes, if the open enrollment application is filed with the resident and receiving districts by March 1.

### **24. Who provides transportation for open enrolled students?**

Parent/guardian is responsible for transportation for open enrolled students.

### **25. May a district terminate grades and force students to open enroll without a whole grade sharing agreement?**

No. All districts must operate grades K-12, either directly or through a whole grade sharing agreement. The WGS agreement does not terminate any open enrollment agreements already in place.

## **OTHER TRANSFERS**

### **26. If the open enrollment deadline passed before the whole grade sharing vote was taken, is there any other way an affected student may transfer out of the district of residence?**

Yes. Within the 30-day period before the whole grade sharing agreement is signed, the parent or guardian of an affected student (see #3) may request the school board send the student to a contiguous district. The request shall be based on one of two factors: (1) that the agreement will not meet the educational program needs of the student or (2) that adequate consideration was not given to geographical factors. Iowa Code section 282.11 explains this process.

### **27. Who provides transportation to students who are allowed to transfer under section 282.11 (a transfer in lieu of attending at the whole grade sharing contract district)?**

The law is silent, implying that the student's parent or guardian is responsible for transportation.

## ATHLETICS

### 28. How will whole grade sharing affect athletics?

Many questions have been raised about the athletic eligibility of students whose high schools cease to exist, either because the district has dissolved, reorganized or entering into a whole grade sharing agreement. The matrix that follows covers various situations. Please contact the Iowa High School Athletic Association (515/432-2011) or the Iowa Girls High School Athletic Union (515/288-9741) for eligibility determinations.

<b>WHOLE GRADE SHARING AGREEMENTS</b> <b>Implications for Athletics</b>		
<b>ACTION BY DISTRICT</b>	<b>REACTION BY STUDENT</b>	<b>ELIGIBILITY FOR INTERSCHOLASTIC ATHLETICS</b>
Districts A and B negotiate successfully for a whole grade sharing agreement that will send all 9-12 graders of District A to District B, effective with the 2012-13 school year.	Student in District A may choose to attend District B, open enroll to another district, pay tuition to another district (if student misses deadline), or pay tuition to attend a nonpublic school.	Student from District A has immediate eligibility under any of these choices because the student is “losing” his or her high school.
Same as above, but agreement doesn’t start until the 2013-14 school year.	Any student from District A who transfers under any scenario above prior to the 2013-2014 school year has no immediate eligibility.	Student who lives in District A only has immediate eligibility in any new school for 2013-14, not the year preceding it.  Student who lives in District B is not “losing” his/her high school and has no immediate eligibility anywhere if that student transfers.
Districts A, B, and C negotiate successfully for a whole grade sharing agreement that assigns all 9-12 graders of District A to either District B or District C (depending on where the student now lives), effective with the 2012-13 school year. The student has no choice whether to attend B or C	Student from District A is assigned to attend District B, but does not wish to attend B. Student may pay tuition to a nonpublic school, open enroll to another district, or pay tuition to another district.	Student from District A has immediate eligibility at any high school at which the student attends in the fall of the 2012-2013 school year, as long as the student has not competed on a baseball/softball team for a high school other than the school the student attends in the fall.  Students at Districts B and C are not “losing” their high school, so if they transfer, they are ineligible for varsity level interscholastic sports for first 90 consecutive school days of 2012-2013 school year.

<p>Districts A, B, and C negotiate successfully for a whole grade sharing agreement that closes the high school in District A, but allows all 9-12 graders of District A to choose between District B or District C, effective with the 2012-13 school year.</p>	<p>Student from District A may choose to attend District B, may choose to attend District C, may pay tuition to a nonpublic school, open enroll to another district, or pay tuition to another district.</p>	<p>Student from District A has immediate eligibility at any high school at which the student attends in the fall of the 2012-2013 school year, as long as the student has not competed on a baseball/softball team for a high school other than the school the student attends in the fall.</p> <p>Students at Districts B and C are not “losing” their high school, so if they transfer, they are ineligible for varsity level interscholastic sports for first 90 consecutive school days of 2012-2013 school year.</p>
<p>Districts A and B already have a whole grade sharing agreement wherein all the 9-12 graders at A were sent to B. Both boards vote to <b><u>end the agreement</u></b> for the 2012-13 school year.</p>	<ol style="list-style-type: none"> <li>1. Any student in A or B in any grade may file for open enrollment if they do so on or before March 1, 2012.</li> <li>2. All students in either A or B in a grade covered by the former agreement may file for open enrollment after January 1 if they do so within 45 days of board’s vote to end the agreement.</li> </ol>	<ol style="list-style-type: none"> <li>1. Any student in a grade included in the whole grade sharing agreement, whether from the sending district or the receiving district, have immediate eligibility in new school to which student transfers. A student in a grade not covered by the agreement is ineligible for 90 school days (barring some other exception such as District A not offering the sport).</li> <li>2. Eligibility is same as #1 above.</li> </ol>
<p>Same as above, but the termination of the agreement won’t be effective until the 2013-14 school year.</p>	<p>Any student in A or B in any grade may file for open enrollment if they do so on or before March 1, 2013.</p>	<p>A student in a grade covered by the whole grade sharing agreement has immediate eligibility for the 2013-14 school year. A student who open enrolls for the 2012-13 school year has 90 school days of ineligibility, barring some other exception.</p>
<p>Districts A, B and C already have a whole grade sharing agreement wherein all the 9-12 graders at A were assigned to B or C. The students had no choice. All three boards vote to <b><u>end the agreement</u></b> for the 2012-13 school year. District A (which has no high school) will now send all students solely to</p>	<p>Student from District A may choose to attend District B, may choose to open enroll to District C, may pay tuition to a nonpublic school, open enroll to another district, or pay tuition to District C or to another district (if the student misses the open enrollment deadline).</p>	<p>Student from District A has immediate eligibility at any high school at which the student attends in the fall of the 2012-2013 school year, as long as the student has not competed on a baseball/softball team for a high school other than the school the student attends in the fall.</p> <p>Students at Districts B and C are not “losing” their high school, so if they transfer, they are ineligible for varsity level interscholastic sports for first 90 consecutive school days of 2012-2013 school year.</p>

<p>District B either under a new WGS agreement or per a reorganization with District B.</p>		
<p>Districts A, B and C already have a whole grade sharing agreement wherein all the 9-12 graders at A had choice whether to attend B or C. All three boards vote to <b><u>end the agreement</u></b> for the 2012-13 school year. District A (which has no high school) will now send all students solely to District B either under a new wgs agreement or per a reorganization with District B.</p>	<p>Student from District A who previously chose to attend District B must remain at District B. Student from District A who previously chose to attend District C may now attend District B or may choose to stay (via open enrollment) at District C.</p>	<p>This is different for the student from District A from the above scenario because the student had a choice prior to the 2012-2013 school year.</p> <p>Students at Districts B and C are not “losing” their high school, so if they transfer, they are ineligible for varsity level interscholastic sports for first 90 consecutive school days of 2012-2013 school year.</p>
<p>Districts A and B are in negotiations to form a whole grade sharing agreement for the 2012-13 school year, but the <b><u>negotiations fail</u></b> (the vote fails with one or both boards).</p>	<ol style="list-style-type: none"> <li>1. All students in A or B in any grade may file for open enrollment if on or before March 1, 2012.</li> <li>2. All students in A or B who would have been affected by an agreement may file late for open enrollment if within 45 days of board’s vote.</li> </ol>	<ol style="list-style-type: none"> <li>1. Barring the applicability of another exception, no student has immediate eligibility.</li> <li>2. Same as #1 above.</li> </ol>
<p>Same as above (effective 2012-13), but Districts A and B agree to allow late-filed open enrollments for the 2012-13 school year.</p>		<p>The agreement of the boards to allow the late-filed open enrollment requests does not affect the transfer rule. These students are ineligible for 90 consecutive school days (barring the existence of an exception such as a cooperative sharing agreement).</p>
<p><b>Softball/Baseball</b> Under any of the scenarios regarding whole grade sharing, District A offers softball and/or baseball in its final year of existence.</p>	<p>Students who have not yet graduated may choose to play for District A or the high school the student will be attending in the fall.</p>	<p>The only time such student would not be eligible immediately at the student’s new school of enrollment would be if the student played baseball/softball for School B, but then enrolled in School C in the fall.</p>

<p><b>Softball/Baseball</b> Under any of the scenarios regarding whole grade sharing, District A offers softball and/or baseball in its final year of existence.</p>	<p>Graduated seniors may only play baseball/softball for District A.</p>	
<p><b>Softball/Baseball</b> Under any of the scenarios regarding whole grade sharing, District A does not offer softball and/or baseball in its final year of existence.</p>	<p>Students who have not yet graduated may play softball/baseball only for the high school the student will be attending in the fall.</p>	<p>The only time such student would not be eligible immediately at the student's new school of enrollment would be if the student played baseball/softball for School B, but then enrolled in School C in the fall.</p>
<p><b>Softball/Baseball</b> Under any of the scenarios regarding whole grade sharing, District A does not offer softball and/or baseball in its final year of existence.</p>	<p>Graduated seniors may only play baseball/softball for their new resident high school.</p>	<p>A graduated senior whose high school does not offer baseball/softball the senior's final year is "losing" his or her high school; the senior has an opportunity to compete, but cannot be given a choice because any choice would be motivated solely by sports.</p>

**REORGANIZATIONS  
Implications for Athletics**

<b>ACTION BY DISTRICT</b>	<b>REACTION BY STUDENT</b>	<b>ELIGIBILITY FOR INTERSCHOLASTIC ATHLETICS</b>
Districts A and B reorganize with each other to form District C, effective July 1, 2012. High school is in what was District B.	Students from District A choose to attend a nonpublic school or open enrolls to another district or misses open enrollment deadline and pays tuition to another district.	Students from District A are eligible immediately at their new schools of enrollment.  Students from District B are not “losing” their high school, and have no immediate eligibility if they choose to transfer to a new high school.
Districts A and B reorganize with each other to form District C, effective July 1, 2013. High school will be in what was District B.	Students from District A choose to attend a nonpublic school or open enrolls to another district or misses open enrollment deadline and pays tuition to another district, commencing with the 2012-2013 school year.	Students who transfer the year before “losing” their high school are ineligible for varsity level interscholastic sports for first 90 consecutive school days of 2012-2013 school year.
<b>Softball/Baseball</b> Districts A will reorganize with District B (high school in A will no longer exist), effective July 1, 2012, but District A offers softball and/or baseball in its final year of existence.	Students who have not yet graduated may choose to play for District A or the high school the student will be attending in the fall.	The only time such student would not be eligible immediately at the student’s new school of enrollment would be if the student played baseball/softball for School B, but then enrolled in School C in the fall.
<b>Softball/Baseball</b> District A will reorganize with District B (high school in A will no longer exist), effective July 1, 2012, but District A offers softball and/or baseball in its final year of existence.	Graduated seniors may only play baseball/softball for District A.	A graduated senior whose high school offers baseball/softball the senior’s final year is not “losing” his or her high school, and so must compete for the senior’s high school of graduation.
<b>Softball/Baseball</b> District A will reorganize with District B (high school in A will no longer exist), effective July 1, 2012, and District A does not offer softball and/or baseball in its final year of existence.	Students who have not yet graduated may play softball/baseball only for the high school the student will be attending in the fall.	The only time such student would not be eligible immediately at the student’s new school of enrollment would be if the student played baseball/softball for School B, but then enrolled in School C in the fall.

<p><b>Softball/Baseball</b> District A will reorganize with District B (high school in A will no longer exist), effective July 1, 2012, and District A does not offer softball and/or baseball in its final year of existence.</p>	<p>Graduated seniors may only play baseball/softball for District B.</p>	<p>A graduated senior whose high school does not offer baseball/softball the senior's final year is "losing" his or her high school; the senior has an opportunity to compete, but cannot be given a choice because any choice would be motivated solely by sports.</p>
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**DISSOLUTIONS  
Implications for Athletics**

<b>ACTION BY DISTRICT</b>	<b>REACTION BY STUDENT</b>	<b>ELIGIBILITY FOR INTERSCHOLASTIC ATHLETICS</b>
<p>District A dissolves (for all of the dissolution scenarios, it does not matter whether the dissolution is voluntary or involuntary), effective 2012-2013 school year.</p>	<p>Student chooses to attend new district of residence.</p>	<p>The student is eligible immediately at his/her new district of residence.</p>
<p>District A dissolves, effective 2011-2012 school year.</p>	<p>Student chooses to attend a nonpublic school or open enrolls to another district or misses open enrollment deadline and pays tuition to another district.</p>	<p>The student is eligible immediately at the student's new school of enrollment.</p>
<p>District A dissolves, effective 2013-2014.</p>	<p>Student chooses to attend a nonpublic school or open enrolls to another district or misses open enrollment deadline and pays tuition to another district commencing with 2012-2013 school year.</p>	<p>The student is ineligible for varsity level interscholastic sports for first 90 consecutive school days of 2012-2013 school year.</p>
<p><b>Softball/Baseball</b> District A dissolves, but offers softball and/or baseball in its final year of existence.</p>	<p>Students who have not yet graduated may choose to play for District A or the high school the student will be attending in the fall.</p>	<p>The only time such student would not be eligible immediately at the student's new school of enrollment would be if the student played baseball/softball for School B, but then enrolled in School C in the fall.</p>
<p><b>Softball/Baseball</b> District A dissolves, but offers softball and/or baseball in its final year of existence.</p>	<p>Graduated seniors may only play baseball/softball for District A.</p>	<p>A graduated senior whose high school offers baseball/softball the senior's final year is not "losing" his or her high school, and so must compete for the senior's high school of graduation.</p>

<b>Softball/Baseball</b> District A dissolves, and does not offer softball and/or baseball in its final year of existence.	Students who have not yet graduated may play only for the high school the student will be attending in the fall.	The only time such student would not be eligible immediately at the student's new school of enrollment would be if the student played baseball/softball for School B, but then enrolled in School C in the fall.
<b>Softball/Baseball</b> District A dissolves, and does not offer softball and/or baseball in its final year of existence.	Graduated seniors may compete in baseball/softball, but only for the district the student would be assigned to if the student were an underclassman.	A graduated senior whose high school does not offer baseball/softball the senior's final year is "losing" his or her high school; the senior has an opportunity to compete, but cannot be given a choice because any choice would be motivated solely by sports.

## **SCHOOL IMPROVEMENT**

### **29. Who is responsible for reporting the academic achievement results of whole-grade shared students?**

The district that is providing the program for the students must test and report the scores of the students in attendance.

### **30. What happens to a district that has been labeled in need of improvement under No Child Left Behind (NCLB) when it starts a new whole grade sharing agreement?**

If the whole grade sharing occurs at grade levels that caused the district to be identified as a district in need of improvement, the district would no longer be identified because of the restructuring involved. However, if the whole-grade sharing occurs at grade levels other than those that caused the district to be identified as in need of improvement, the designation continues.

### **31. Is a school district that whole-grade shares required to complete a Comprehensive School Improvement Plan (CSIP)?**

Yes. The district must complete a plan and set goals for the grades and students that the district directly serves.

Contact Barbara Byrd with questions concerning School Improvement or accreditation questions in whole-grade sharing situations. [barb.byrd@iowa.gov](mailto:barb.byrd@iowa.gov)

## Whole Grade Sharing Timeline

(\*) Indicates a Required Board Action

Action	Deadline
*Board of directors publicly announces its intent to explore Whole Grade Sharing. Iowa Code section 282.11	90 days prior to signing a whole grade sharing agreement. (By the end of October)
*Public hearing in each school district. Iowa Code section 282.11	30 days prior to signing. (By the end of December)
Parent may request the school board send the pupil to another contiguous district because the agreement will not meet the educational program needs of the pupil or that adequate consideration was not given to geographic factors. Iowa Code section 282.11	Within the thirty day period prior to the signing of the agreement.
*Board allows or disallows any parent requests to attend another contiguous district. (If any requests filed) Iowa Code section 282.11	Prior to signing the agreement or the request shall be deemed granted.
*Boards sign the agreement. (If an agreement is reached.) Iowa Code section 282.10	No later than February 1 of the school year preceding the school year for which the agreement is to take place.
Deadline to terminate Teachers	April 30
*The district terminating employees as a result of a whole grade sharing agreement shall notify all other districts which are parties to the agreement of the names and addresses of those terminated. Iowa Code section 280.15	Iowa Code section 280.15 does not specify a deadline, but this should be done within a reasonable time after termination of the employees
*If a new position is open within two years, the district must hire any qualified employee that was terminated due to the whole grade sharing agreement. Iowa Code section 280.15	Within two years
*The number of pupils participating in a whole grade sharing agreement shall be determined on the first weekday in October and third Friday of February each school year. Iowa Code section 282.12	First weekday in October and third Friday of February each school year.

### Websites

Reorganization [http://www.iowa.gov/educate/index.php?option=com\\_content&task=view&id=1628&Itemid=2435](http://www.iowa.gov/educate/index.php?option=com_content&task=view&id=1628&Itemid=2435)

School Law

<https://www.edinfo.state.ia.us/web/law.asp>

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## **Checklist: WGS Agreement Content\***

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The whole grade sharing agreement may contain the following:

1. Term -- Number of years and mutual termination date
2. Statement of Intention of Continuation -- Date in which the districts must notify each other of their intent to continue the agreement (e.g., July 1)
3. Students to be served -- Grade levels
4. Student Jurisdiction -- Which rules and policies apply (e.g., receiving district rules and policies apply)
5. School Records and Graduation -- Who will maintain records and school name on the diploma
6. Transportation -- Regular and activity bus
7. Payments -- Tuition amount agreed upon and may also include postsecondary enrollment or dual credit course payment
8. Cooperation -- Calendar, staff development, or activities/programs, etc.
9. Conflict Resolution Committee -- Process if conflicts arise
10. Amendment -- Any additional items
11. Severability -- If a portion of the contract is ruled to be unenforceable, the remaining portions of the contract remain in full force
12. Signatures -- The agreement shall be signed by the presidents of both (or all) boards of the districts involved in the agreement

\*Contact your local attorney for assistance with the agreement.

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## Pertinent Statutes

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### **256.9(34) Feasibility Surveys and Studies.**

Duties of the director: Conduct or direct the area education agency to conduct feasibility surveys and studies, if requested under section 282.11, of the school districts within the area education agency service areas and all adjacent territory, including but not limited to contiguous districts in other states, for the purpose of evaluating and recommending proposed whole-grade sharing agreements requested under section 282.7 and section 282,10, subsections 1 and 4.

### **256.13 Nonresident pupils.**

The boards of directors of two or more school districts may by agreement provide for attendance of pupils residing in one district in the schools of another district for the purpose of taking courses not offered in the district of their residence. The boards may also provide by agreement that the districts will combine their enrollments for one or more grades. Courses and grades made available to students in this manner shall be considered as complying with any standards or laws requiring the offering of such courses and grades. The boards of directors of districts entering into such agreements may provide for sharing the costs and expenses of the courses. If the agreement provides for whole grade sharing, the costs and expenses shall be paid as provided in sections 282.10 through 282.12.

### **257.11 Supplementary weighting plan.**

The opportunity to include whole-grade sharing for supplementary weighting is available for up to three years, beginning with the 2007-2008 school year through the 2013-2014 school year. To receive supplementary weighting in the second and third years, the school districts must show progress towards reorganization.

### **280.15 Joint employment and sharing.**

1. Two or more public school districts may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment and facilities. Classes made available to students in the manner provided in this section shall be considered as complying with the requirements of section 275.1 relating to the maintenance of kindergarten and twelve grades by a school district. If students attend classes in another school district under this section under an agreement that provides for whole grade sharing, the boards of directors of districts entering into these agreements shall provide for sharing the costs and expenses as provided in sections 282.10 through 282.12. If a district that has entered into a whole grade sharing agreement determines that a need exists to hire additional employees because of the whole grade sharing agreement, the district shall determine the nature and number of the necessary new positions. The district terminating employees as a result of a whole grade sharing agreement shall notify any other district, which is a party to the agreement, of the names and addresses of those terminated. Individuals who were employed by districts that entered into a whole grade sharing agreement and who were terminated as a result of the agreement shall be

notified that the new positions exist and that they may apply for the new positions. The board shall offer the new position to an applicant from among those who were terminated as a result of the agreement if the applicant is licensed for the new position or, in the case of unlicensed personnel, is otherwise qualified. If two or more individuals from among those terminated as a result of the agreement apply for a single position, the applicant who is best qualified in the opinion of the board shall be offered the new position. However, the board is not required to offer a new position to applicants who were among those who were terminated as a result of the agreement beyond two school years. An employee who accrued benefits before a whole grade sharing agreement resulted in the employee's termination shall not, as a result of reemployment under this section, forfeit accrued vacation, accrued sick leave, longevity, completion of probationary status as defined by section 279.19, or salary or placement on a salary schedule based upon the employee's years of experience.

2. When a special education personnel pooling agreement, which has been entered into between an area education agency and a public school district pursuant to section 273.5, is terminated, the public school district shall assume the contractual obligations for any teachers assigned to the district under the agreement. Teachers, for whom the contractual obligations are assumed by a district, shall be given credit for completion of any probationary status under section 279.19, be placed on the salary schedule and retain all leaves, benefits, and seniority rights accumulated as if the teacher had been originally employed under the agreement which exists between the public school district and the district's collective bargaining unit, consistent with the teacher's education and experience.

A teacher who is employed under a pooling agreement and assigned to special education facilities that are separate from and not part of local school district facilities shall, if the teacher's employment terminates upon termination of the pooling agreement, be offered any teaching position that is similar to the position previously held by the teacher under the pooling agreement, which is vacant in any of the local school districts which participated in the pooling agreement, provided that the teacher possesses the appropriate license for the position. Teachers employed by a local school district under this paragraph shall have the same rights, privileges, and protection as teachers whose contractual obligations are assumed by a district to which the teacher previously had been assigned under a special education personnel pooling agreement.

### **282.7 Attending in another corporation -- payment.**

The board of directors of a school district by record action may discontinue any or all of grades seven through twelve and negotiate an agreement for attendance of the pupils enrolled in those grades in the schools of one or more contiguous school districts having accredited school systems. If the board designates more than one contiguous district for attendance of its pupils, the board shall draw boundary lines within the school district for determining the school districts of attendance of the pupils. The portion of a district so designated shall be contiguous to the accredited school district designated for attendance. Only entire grades may be discontinued under this subsection and if a grade is discontinued, all higher grades in that district shall also be discontinued. A school district that has discontinued one or more grades under this subsection has complied with the requirements of section 275.1 relating to the maintenance of kindergarten and twelve grades. A pupil who graduates from another school district under this subsection shall receive a diploma from the receiving district. The boards of directors entering into an agreement under this section shall provide for sharing the costs and expenses as provided in sections 282.10 through 282.12. The agreement shall provide for transportation and authority and liability of the affected boards.

## **282.10 Whole grade sharing.**

1. Whole grade sharing is a procedure used by school districts whereby all or a substantial portion of the pupils in any grade in two or more school districts share an educational program for all or a substantial portion of a school day under a written agreement pursuant to section 256.13, 280.15, or 282.7, subsection 1 or subsections 1 and 3. Whole grade sharing may either be one-way or two-way sharing.
2. One-way whole grade sharing occurs when a school district sends pupils to one or more other school districts for instruction and does not receive a substantial number of pupils from those districts in return.
3. Two-way whole grade sharing occurs when a school district sends pupils to one or more other school districts for instruction and receives a substantial number of pupils from those school districts in return.
4. A whole grade sharing agreement shall be signed by the boards of the districts involved in the agreement not later than February 1 of the school year preceding the school year for which the agreement is to take effect.

The boards of the districts shall negotiate as part of the new or existing agreement the disposition of teacher quality funding provided under chapter 284.

## **282.11 Procedure.**

Not less than ninety days prior to signing a whole grade sharing agreement whereby all or a substantial portion of the pupils in a grade in the district will attend school in another district, the board of directors of each school district that is negotiating, extending, or renewing a sharing agreement, shall publicly announce its intent to negotiate a sharing agreement under section 21.4, subsection 1. Within thirty days of the board's public notice, a petition may be filed with the department of education requesting that a feasibility study be completed. The petition shall be signed by twenty percent of the eligible electors in the district. The director of the department of education may determine that a feasibility study conducted by the board satisfies the request, provided that the study conforms with the criteria contained in section 256.9.

Not less than thirty days prior to signing a whole grade sharing agreement whereby all or a substantial portion of the pupils in a grade in the district will attend school in another district, the board of directors of each school district that is a party to a proposed sharing agreement shall hold a public hearing at which the proposed agreement is described, and at which the parent or guardian of an affected pupil and certificated employees of the school district shall have an opportunity to comment on the proposed agreement. Within the thirty-day period prior to the signing of the agreement, the parent or guardian of an affected pupil may request the board of directors to send the pupil to another contiguous school district. For the purposes of this section, "affected pupils" are those who under the whole grade sharing agreement are attending or scheduled to attend the school district specified in the agreement, other than the district of residence, during the term of the agreement. The request shall be based upon one of the following:

1. That the agreement will not meet the educational program needs of the pupil.
2. That adequate consideration was not given to geographical factors.

The board shall allow or disallow the request prior to the signing of the agreement, or the request shall be deemed granted. If the board disallows the request, the board shall indicate the reasons why the request is disallowed and shall notify the parent or guardian that the decision of the board may be appealed as provided in this section.

If the board disallows the request of a parent or guardian of an affected pupil, the parent or guardian, not later than March 1, may appeal the sending of that pupil to the school district specified in the agreement, to the state board of education. The basis for the appeal shall be the same as the basis for the request to the board. An appeal shall specify a contiguous school district to which the parent or guardian wishes to send the affected pupil. If the parent or guardian appeals, the standard of review of the appeal is a preponderance of evidence that the parent's or guardian's hardship outweighs the benefits and integrity of the sharing agreement. The state board may require the district of residence to pay tuition to the contiguous school district specified by the parent or guardian, or may deny the appeal by the parent or guardian. If the state board requires the district of residence to pay tuition to the contiguous school district specified by the parent or guardian, the tuition shall be equal to the tuition established in the sharing agreement. The decision of the state board is binding on the boards of directors of the school districts affected, except that the decision of the state board may be appealed by either party to the district court.

## **282.12 Funding.**

1. An agreement for whole grade sharing shall establish a method for determination of costs, if any, associated with the sharing agreement.
2. For one-way sharing, the sending district shall pay no less than one-half of the district cost per pupil of the sending district.
3. For two-way sharing, the costs shall be determined by mutual agreement of the boards.
4. The number of pupils participating in a whole grade sharing agreement shall be determined on the first weekday in October and third Friday of February of each year.

# Whole Grade Sharing Dates 2012-13

## November

				<u>1</u>	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**A minimum of 90 days prior to signing an agreement** the district involved shall publicly announce their intent to negotiate a sharing agreement. For a district to meet the February 1 deadline the districts involved should publicly announce their intentions by the end of October – IC 282.11

## December

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**Within 30 days of the board's public notice, a petition** may be filed with the Department of Education requesting a feasibility study be completed. The petition shall be signed by 20 percent of the eligible electors in the district – IC 282.11

## January

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Thirty days prior to the signing of an agreement** whereby all or a substantial portion of the pupils in a grade in the district will attend a school in another district, the board of directors of each school district that is a party to a proposed sharing agreement shall hold a public hearing at which the proposed agreement is described, and at which the parent or guardian of an affected pupil and certified employees of the school district shall have an opportunity to comment on the proposed agreement – IC 282.11

## February

					<u>1</u>	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

A whole grade sharing agreement shall be signed by the boards of the districts involved in the agreement **no later than February 1** of the school year preceding the school year for which the agreement is to take effect – IC 282.11