

**IOWA STATE BOARD
OF EDUCATION
(Cite as 17 D.o.E. App. Dec. 88)**

<i>In re Whole Grade Sharing</i>	:	
Janice Peters,	:	
Appellant,	:	
v.	:	PROPOSED DECISION
Wellsburg-Steamboat Rock Community School District, Appellee, and Ackley-Geneva Community School District, Intervenor	:	[Adm. Doc. #4096]

The above-captioned matter was heard on April 1, 1999, in the State Board Room, Grimes State Office Building. The matter was continued for a second day of hearing that was held on April 19, 1999. The hearing panel was comprised of Steve Fey and Jeff Berger, consultants, Bureau of Administration and School Improvement Services; and Ann Marie Brick, J.D., legal consultant and designated administrative law judge, presiding. The Appellant, Janice Peters was present and represented by attorney Charles E. Gribble of Roehrick, Hulting, Blumberg, Kirlin & Krull, P.C., Des Moines, Iowa. The Appellee, Wellsburg-Steamboat Rock Community School District [hereinafter, "the District" or "WSR"] was represented by attorney Peter Pashler of Ahlers Law Firm of Des Moines, Iowa. Ackley-Geneva Community School District filed a motion to intervene in this appeal which was granted on March 31, 1999. Ackley-Geneva [hereinafter, "Ackley"] was represented by attorney Charles McManigal of Laird, Heiny, McManigal, Winga, Duffy & Stambaugh, P.L.C., of Mason City, Iowa.

An evidentiary hearing was held pursuant to the Rules of the Department of Education found at 281 Iowa Administrative Code 6. Authority for and jurisdiction of the appeal are found in Iowa Code section 290.1(1999).

Appellant filed an affidavit which seeks reversal of a January 25, 1999, decision of the Board of Directors [hereinafter, "the Board"] of the District, to approve a whole grade sharing agreement between WSR and Ackley.

I.
FINDINGS OF FACT

The administrative law judge finds that she and the State Board of Education have jurisdiction over the parties and the subject matter of the appeal before them.

WSR Community School District is located in Northwest Grundy County and Northeast Hardin County. The District includes the communities of Steamboat Rock and Wellsburg, which are located 11 miles apart. Wellsburg is equal distance from Ackley and Grundy Center. Steamboat Rock is closer to Ackley. Patrons on the southeast side of Wellsburg and in the southeast section of the District are closer to Grundy Center.

WSR District has an enrollment of 311 students in grades K-12. On January 25, 1999, the WSR Board signed a two-way whole grade sharing agreement with Ackley-Geneva. (Exh. 69.) Under the terms of the agreement, the sharing of students will begin with the 1999-2000 school year and continue through the 2001-2002 school year. Grades 6-8 for both districts will be located in Wellsburg. Grades 9-12 for both districts will be located in Ackley. Article 19 of the agreement sets forth the method for determination of costs associated with the whole grade sharing agreement. *Id.*

The issue of whole grade sharing for WSR has been debated for many years. Kirk Nelson, superintendent of Ackley-Geneva, testified that he attended his first meeting on whole grade sharing between the two districts over 14 years ago. Neil O'kones, superintendent of WSR until July 1, 1998, stated that consideration of whole grade sharing between the two districts dates back to 1988.

Appellee introduced numerous exhibits to support the superintendents' testimony. These exhibits referenced discussions which WSR board members, administrators, and subcommittees had about whole grade sharing with Ackley-Geneva. There are too many to be discussed individually. *See, e.g., Exhibits 3, 4, 6, 8, 9, 10, 12, 13, 14, 15, 16 just for discussions occurring prior to 1995.)*

As early as October 13, 1993, there was a joint meeting of the WSR and Ackley boards to receive an administrative report on whole grade sharing of grades 6-12. The information in the report includes statistics on each district, educational programs, certified staff, co-curricular activities, enrollment, sharing advantages and disadvantages, school building maps, schedules, class offerings and finally a recommendation from the administration. (Exh. 7.) At that time, the administrators stated:

Whole-grade sharing has been a topic of discussion at our sharing meetings for several years. Each time we discuss it, we agree to delay a decision, waiting to see what new mandates will come down from the State level, and how the Legislature will fund our schools. The problem with this approach is that it causes stagnation in our districts, which leads to a lower quality of education. As administrators ... working on this report has given us a renewed sense of excitement at the wonderful opportunities our children would have under a whole grade sharing plan and we recommend it to the boards as the best course to ensure the continuation of the high level of education that has been a tradition in the Ackley-Geneva and Wellsburg-Steamboat Rock School communities.

(*Id.*, p. 19.)

The results of the administrative report were published in the November 1993 edition of the *WSR Newslines*.¹

In a Department of Education accreditation visit, in February 1994, Don Helvick commented, "While in the district, I also reviewed the administrator's recommendations regarding a whole grade sharing agreement with Ackley-Geneva. I must say that I was impressed. I am also happy to see that the Board is not rushing into this, but instead is allowing sufficient time for public input and the reasoned weighing of all options." (Exh. 10, p. 8.)

In March 1994, Guy Ghan from the Department of Education was asked to conduct a "data study regarding a potential whole grade sharing agreement" between Ackley-Geneva and Wellsburg-Steamboat Rock. (Exh. 11.) In his conclusions and recommendations, he discussed the educational program and product; district demographics; community demographics; facilities; and finances. His overall recommendation was that the boards of the Ackley-Geneva and Wellsburg-Steamboat Rock districts each appoint a citizen's subcommittee to study whole grade sharing. (*Id.* at p.4.)

The March 1994 *Newslines* informed the patrons of the District that the WSR Board had been discussing various aspects of a proposed whole grade sharing agreement with Ackley-Geneva. (Exh. 12.) Several more meetings and discussions occurred regarding the whole grade sharing agreement during this year. (Exhibits

¹ *Newslines* is Wellsburg-Steamboat Rock's newsletter which the Board mails to the individual homes of all Wellsburg-Steamboat Rock patrons to keep the patrons informed of the Board's activities and agendas.

13-18.) In March 1995, Guy Ghan completed a reorganization study at the request of the Board. In his 58-page report, Mr. Ghan analyzed the financial health of Wellsburg-Steamboat Rock; the program health of Wellsburg-Steamboat Rock; and the choice of Ackley-Geneva as a partner. (Exh. 19.) He concluded that the two partners were "financially compatible". He also stated that "if the District is to become larger in order to provide a more complete program at an economical level, it will have to join with someone, or break into several pieces. If the choice of breaking apart is not palatable, a single partner must be chosen." (*Id.* at p. 6.)

On March 13, 1995, the WSB Board members were asked to approve the whole grade sharing agreement with Ackley-Geneva. According to the role call vote, two of the seven members abstained; two voted "yes", and three voted "no". The motion failed. (Exh. 20.) Two of the Board members who did not vote for the agreement were Jim Stotser and Tom Pekarek.

After the vote failed, discussions continued about the feasibility of sharing athletic programs with Ackley-Geneva. Some Board members felt that junior high and varsity football should be shared with Ackley-Geneva. (Exh. 23.) In a subsequent vote, these sharing arrangements were terminated. Some expressed the fear that the District was becoming polarized. (Exh. 27.) Shortly after this, the terms of Board members Jim Stotser and Tom Pekarek expired and they left the Board.

During the February 9, 1998, WSR Board meeting, Superintendent O'kones was directed to prepare a letter to be sent to neighboring school districts regarding a whole grade sharing option. (Exh. 35.) The February 1998 *Newsline* explained that the District planned to investigate ways to expand class offerings through sharing with neighboring districts. "We are planning to discuss these options with Ackley-Geneva, Eldora-New Providence and Grundy Center. We plan to do this over the next several months." (Exh. 35.) Throughout the discussions regarding a possible whole grade sharing agreement, the WSR Board consistently envisioned that a 6-8 middle school would be located in Wellsburg with the cooperating district sending their 6-8 children to Wellsburg. The WSR 9-12 high school students would be sent to the cooperating school district's site. (Exh. 37.)

In response to the WSR Board's invitation to discuss whole grade sharing, Ackley-Geneva asked to meet with the Board after the school election. Eldora-New Providence stated that it was not interested in whole grade sharing but would consider sharing teachers. Grundy Center stated that it would meet the following Thursday, August 13, 1998. (Exh. 39.) About this time, Tom Pekarek and Jim Stotser decided to run for election to the School

Board. They were asked to appear at two "meet the candidate forums" sponsored by the WSR Community Betterment Group. At the forum, each of the six candidates running for three Board positions was asked if they favored whole grade sharing and if so, with whom. Of the three candidates, Tom Pekarek, Marilyn Mennenga and Jim Stotser responded that they favored whole grade sharing with Ackley-Geneva. These three candidates were elected to the Board on September 8, 1998. (Exhibits 41-42.)

On September 28, 1998, Tom Pekarek presented a resolution for whole grade sharing for the Board to consider. (Exh. 44.) The resolution was adopted and meetings were scheduled with potential sharing partners: Ackley-Geneva, Eldora-New Providence and Grundy Center.

On October 13, 1998, Grundy Center responded to WSR's proposal involving whole grade sharing. Grundy Center approved the sending of grades 5 and 6 to Wellsburg and receiving back grades 7-12. (Exh. 49.) On October 26, 1998, the WSR Board voted 4-3 to sign a letter of intent to negotiate a sharing agreement for the 1999-2000 school year with the Ackley-Geneva School District. (Exh. 50.)

In November 1998, an administrative report on whole grade sharing between Ackley-Geneva and WSR for grades 6-12 was presented to the Board. Like its earlier counterpart in 1993, this report discussed the two districts' statistical information, the organization of an educational program, staffing of certified personnel, co-curricular activities, and sharing advantages and disadvantages. The administrative recommendation stated, "The administrators of the two districts believe that it is past time to seriously consider entering into a whole grade sharing agreement. We are, therefore recommending implementation of a whole grade sharing agreement for grades 6-12 to take place in the year 1999-2000." (Exh. 53, p. 16.)

A whole grade sharing timeline commencing November 2, 1998, through the vote on January 25, 1999, was adopted by the Board and published in the November issue of the *Newsline*. (Exhibits 54-55.) The timeline for the "Whole Grade Sharing Calendar" was also published in the December 1998-January 1999 *Newsline*. (Exh. 62.) The calendar with 21 dates and locations for public meetings, work sessions and open houses between the WSR and Ackley districts was included.

Appellant and other parents dissatisfied with the WSR Board's decision to enter into whole grade sharing with Ackley-Geneva protested by filing for open enrollment out of the District beginning with the 1999-2000 school year. Prior to the signing of the agreement, 66 WSR students were open enrolled out

of the District. Thirty-one of these are students who are presently open enrolled to Ackley-Geneva. At the time of the hearing on April 19, 1999, 111 students had open enrolled to Grundy Center, 50 to Eldora-New Providence, and 11 to Aplington-Parkersburg. At that time, 203 of the District's 311 students had been approved for open enrollment out of the District next fall. (Appellant's Exh. 7.)

Appellant contends that this open enrollment exodus is directly attributable to the District's decision to whole grade share with Ackley. Assuming all of these students leave the District, WSR's current superintendent, Susan Miller, testified that the ending balance for 2001-2002 would be a negative \$474,740. (Appellant's Exh. 26.) Upon rebuttal, the District showed that Superintendent Miller's assumptions were not realistic. For example, it would be expected that the 31 students currently open enrolled to Ackley would rescind their open enrollment and attend under the whole grade sharing agreement next fall. This alone would reduce the negative \$474,740 balance to a negative \$100,000. (Exh. 76.)

Appellant has raised numerous allegations of wrongdoing, attacking both the substance of the sharing agreement and the process in which the WSR's Board entered into the agreement. Appellant's two primary complaints are that the WSR District Board failed to follow the *Barker Guidelines* (*In re Norman Barker*, 1 D.P.I. App. Dec. 145(1977).) Appellant's second complaint is that the decision to whole grade share with Ackley-Geneva is unreasonable and contrary to the best interest of education.

II. CONCLUSIONS OF LAW

Standard of Review:

WSR has misstated the appropriate standard of review for appeals to the State Board under Iowa Code chapter 290. (Appellee's Brief at 23, 32.) WSR asserts that "[i]n seeking to overturn a board's decision, an appellant bears a difficult burden to show that a legally authorized decision was made fraudulently, arbitrarily, unreasonably, or without substantial evidence to support it (*citing* *Schwartzhoff v. Allamakee Community School District*, 6 D.o.E. App. Dec. 377, 379 (1989))." *Id.* at 23.

Although that standard had been enunciated in some earlier appeal, the standard as enunciated in those appeals was explicitly overruled by the State Board in 1996. *See, Debra Miller, et al.*, 13 D.o.E. App. Dec. 303, 318(1996). In so doing, the State

Board returned to the standard of review initially stated in *In re Affidavit of Grievance of Edna S. Kennett*, 1 D.P.I. App. Dec. 52(1974), which was reaffirmed by *In re Andrea Talley*, 1 D.P.I. App. Dec. 174(1978). In the *Talley* decision, the State Board said:

Attorneys for the parties disagreed regarding the proper scope of review of the State Board of Public Instruction in matters appealed under Chapter 290. We feel that the issue is properly laid to rest in *In re: Affidavit of Grievance by Edna S. Kennett*, 1 D.P.I. App. Dec. 52, where the State Board determined that the proper scope was not limited to arbitrary and capricious actions or abuse of authority, but also included actions which were ill-advised, unwise and inexpedient. The result is a scope of appeal similar to that commonly referred to in courts of law as *de novo*.

As clarified in the *In re Debra Miller, et al.*, case, *supra*, the strict standard of review enunciated by WSR is the appropriate standard of review when a court reviews the actions of an administrative agency pursuant to Iowa Code Chapter 17A.

The State Board of Education does not sit as a court of law. Rather, the role of the State Board is to act in a policymaking and advisory capacity as it has been directed to do by the legislature. See, Iowa Code Chapter 256 (1999).

Review of the WSR Board's decision to enter into a whole grade sharing agreement with Ackley-Geneva is *de novo*. *In re Susan Beary, et al.*, 17 D.o.E. App. Dec. 1 (1999). The decision must be based upon the laws of the United States and the State of Iowa, the regulations and policies of the Department of Education, and "shall be in the best interest of education". 281 IAC 6.11(2). Essentially, the test is one of *reasonableness*. *In re Jesse Bachman*, 13 D.o.E. App. Dec. 363, 369 (1996).

The primary issue in this case is whether the whole grade sharing agreement entered into by WSR and Ackley is unreasonable and contrary to the best interest of education.

Appellants object to the sharing agreement on two grounds. These will be addressed in the order in which they were argued in Appellant's post-hearing brief.

Whether the WSB Board procedurally violated the guidelines in In re Norman Barker, 1 D.P.I. App. Dec. 145(1977)?

This issue assumes that the *Barker Guidelines* apply to whole grade sharing agreements. In three previous appeals of whole grade sharing agreements in which this question was raised, the State Board of Education has determined that the *Barker Guidelines* are not mandatory steps in decisions by school boards regarding whole grade sharing agreements. The *Barker Guidelines* are limited to school closings. See, *In re James and Barbara Covill*, 10 D.o.E. App. Dec. 342, 349 (1993); *In re James Darst*, 4 D.P.I. App. Dec. 250(1986); *In re Thomas Miller*, 4 D.P.I. App. Dec. 109(1985). In making the distinction between whole grade sharing agreements and decisions to close attendance centers, the State Board recognized that statutory directives (similar to *Barker Guidelines*) already exist for whole grade sharing agreements in Iowa Code section 282.11(1999).

The Legislature has provided detailed procedures for district boards to follow when entering into whole grade sharing agreements. Similar statutory directives do not exist for school closings. Consequently, the alleged failure of WSR to follow the *Barker Guidelines* is not grounds for overturning the whole grade sharing agreement.

More specifically, the inquiry in this appeal is whether WSR followed the procedures outlined in Iowa Code section 282.11. We believe that it did. The statutory scheme of section 282.11 requires a district to give notice "not less than ninety days prior to signing a whole grade sharing agreement" of its intent to negotiate a sharing agreement and enter into such an agreement. *Id.* However, the agreement has to be signed by the boards of the districts involved "not later than February 1 of the school year preceding the school year for which the agreement is to take affect." Iowa Code section 282.10(1999). The other timeline that is specifically required by the statutory procedures is that "[n]ot less than thirty days prior to signing a whole grade sharing agreement ... the board of directors of each school district that is a party to the proposed sharing agreement shall hold a public hearing at which the proposed agreement is **described**" Iowa Code section 282.11(1999). (Emphasis added.)

In the present situation, the statutory requirements were not only met by the District, they were exceeded.

The main thrust of Appellant's argument is that the Board made its decision without adequate study and without a sufficient opportunity for public input as required by the *Barker Guidelines*. As previously stated, strict adherence to the *Barker*

Guidelines for school closings is not required for sharing decisions. This is not to say that sharing decisions are unworthy of public input and study. On the contrary, it simply means that a district's compliance with the procedures outlined in Iowa Code sections 282.10 and 282.11(1999) creates a presumption that public input has been received. The evidence in the present case affirms this presumption.

From September 28, 1998, when the present WSR Board developed its resolution for whole grade sharing (Exh. 44), until January 25, 1999, when the agreement for whole grade sharing was signed, 18 public meetings or work sessions were held to discuss issues involved with whole grade sharing arrangements. (Exhibits 45-48, 50-52, 54, 57-61, 64-68.)

It was on October 26, 1998, that the WSR Board publicly announced its intent to enter into whole grade sharing with a specific partner: Ackley-Geneva. On November 2, 1998, WSR and Ackley held a joint board meeting to discuss the timelines for the sharing agreement. At this same meeting, the two boards agreed to create a subcommittee of three members of each of the respective boards to prepare a whole grade sharing agreement.

The November 1998 *Newsline* included a complete report of this meeting. In addition, a complete listing of the meetings to be held by the various whole grade sharing subcommittees was published in this *Newsline*. It was entitled, "90 DAY WHOLE GRADE SHARING CALENDAR". This calendar detailed the dates, times, and locations of all the meetings concerning whole grade sharing between WSR and Ackley held between November 2, 1998, and culminating in the final vote on January 25, 1999. (Exh. 55.)

In spite of all this, Appellant complained that notices of several of the meetings were not posted at the Steamboat Rock middle school. (Testimony of Rene Michelle Springston, middle school secretary.) However, there was not evidence provided at the hearing to show that this "oversight" deprived anyone of actual notice of the Board's activities. It would be very difficult for Appellant to show that she was prejudiced by the WSR's failure to post notice of these meetings because the meetings were posted in the November 1998 *Newsline* delivered to every patron in the District; the meetings were open to the public and the named Appellant actually attended the meeting.

Our review of the 108 exhibits introduced and discussed by the parties defeats Appellant's position that the WSR Board did not allow sufficient time for research, study and planning before entering into the whole grade sharing agreement. The testimony of several witnesses evidenced the fact that community opinion was split with regard to which district residents preferred as a

whole grade sharing partner. Had the decision been to share students with Grundy Center, it is probable that the Board would have angered the other half of the District's population.

We cannot require that a whole grade sharing agreement receive a given percentage of support from the patrons of a district before it can be enforced. We can only require that the Board follow the procedures outlined in the statute for giving notice and allowing public input. Once that has occurred, as it has in the present case, we cannot set the decision aside because there is significant public sentiment against it.

In summary, the procedures outlined by the whole grade sharing statute in Iowa Code sections 282.10 and 282.11 were followed by the District. Because of that, Appellant was afforded all the due process required by law.

Whether the whole grade sharing decision is unreasonable and contrary to the best interest of education in light of academic, financial and transportation criteria?

As previously discussed, the *Barker Guidelines* are not the standards by which "reasonableness" is measured when reviewing a whole grade sharing agreement. Whole grade sharing agreements are more properly evaluated under the criteria suggested by Iowa Code section 256.9(34) (1999).

The factors to be used in determining the recommendations [for whole grade sharing] include, but are not limited to:

- (a) the possibility of long-term survival of the proposed alliance.
- (b) The adequacy of the proposed educational programs versus the educational opportunities offered through a different alliance.
- (c) The financial strength of the new alliance.
- (d) Geographical factors.
- (e) The impact of the alliance on surrounding schools.

Id.

The factors numerated in Iowa Code section 256.9(34) (a)-(e) have been considered, evaluated, and discussed by the District Board, the District administration, and the Department of Education consultants assigned to advise the District, since 1993. The administrative report presented at a joint meeting of the Ackley-Geneva and WSR boards in October 1993 recommended that

whole grade sharing in grades 6-12 between the districts be pursued without delay. (Exh. 7.) In March 1994, the Department of Education completed a study regarding a potential whole grade sharing agreement between Ackley and WSB that had been requested by the districts. The study was conducted by the Department of Education, and examined educational program and product; district demographics; community demographics; facilities; and finances. It recommended that the boards of Ackley and WSR each appoint a citizen's committee to study whole grade sharing (Exh. 11.)

Guy Ghan was asked to update his reorganization-data study and present it to the boards in March of 1995. In so doing, he analyzed the financial health of WSR; the program health of WSR; and the choice of Ackley as a partner. (Exh. 19.)

Another administrative report on whole grade sharing between Ackley and WSR was presented in November 1998. The report discussed sharing advantages and disadvantages regarding curricular offerings, financial considerations, staff and co-curricular activities. (Exh. 53.) At this time, the administrative recommendation stated "the administrators of the two districts believe it is past time to seriously consider entering into a whole grade sharing agreement. We are, therefore, recommending implementation of a whole-grade sharing agreement for grades 6-12 to take place in the year 1999-2000." *Id.* The summary of the report and recommendations were published in the December 1998-January 1999 *Newsline*. (Exh. 62.)

On October 26, 1998, the Board reviewed the dismal financial picture facing the WSB District because of the loss of reorganizational incentive money. After some discussion, the Board voted 4-3 to sign a letter of intent to negotiate a whole grade sharing agreement for the 1999-2000 school year with Ackley. (Exh. 52.)

The record reflects that the two school superintendents, the business officials, and the board presidents met several times to work out the financial terms of the whole grade sharing agreement. The results of their negotiations are set forth in Article 19 of the agreement. (Exh. 69.) Board member Tom Pekarek and Superintendent Kirk Nelson testified that they developed an appendix to the whole grade sharing agreement that sets forth a series of alternatives that might occur depending upon fluctuations of enrollment and staffing levels, and that the two districts' business officials developed common data bases of information to ensure that Article 19 would work smoothly. Mr. Pekarek testified that the enrollment fluctuations would be caused by open enrollments and it was impossible to predict accurately exact how many students would attend high school and middle school under the whole grade sharing agreement because of open enrollment. Of the 311 students actually attending WSR, 203 have requested open enrollment out of the District for the 1999-2000 school year.

Thirty-one of these students are currently open enrolled to Ackley and may return to the District after the current appeal is decided. Approximately 137 students have open enrolled to "protest" the decision to whole grade share with Ackley-Geneva. The financial balance of the District may be positive or negative depending upon how many of these open enrollments are rescinded.

The parents who testified at the hearing (Janice Peters, April Graveman, Rhonda Deters, and Jeff Reisius) all testified that they would prefer that WSR remain a K-12 district and not share with any one. If there was to be a whole grade sharing partner, then Grundy Center would be their partner of choice. They point to the fact that 111 students have open enrolled to Grundy Center. If their decisions to open enroll are not rescinded, the parents may actually accelerate realization of the prediction made by Guy Ghan in March 1995: "If the District is to become larger in order to provide a more complete program at an economical level, it will have to join with someone or **break into several pieces**. If the choice of breaking apart is not palatable, a single partner must be chosen." (Exh. 19.)

The Legislature first provided whole grade sharing options to districts. It then provided open enrollment options for parents. See, Iowa Code section 282.18, *et seq.* If parents choose to exercise their option to open enroll out of the District, even to the financial detriment of the District, they have every legal right to do so. However, their choice cannot be used as a basis for denying a district's right to enter into whole grade sharing.

In other words, if the parents' open enrollment "exodus" leads to the financial ruin of the District, that does not lead to the conclusion that the whole grade sharing agreement must be financially unsound. We can only speculate about the consequences of a whole grade sharing agreement between WSR and Grundy Center; it is not unlikely that a substantial number of students in the northern part of WSR would open enroll to Ackley-Geneva if a sharing agreement with Grundy Center was entered into by the District. What the critical weight of the evidence does show, however, is that WSR's loss of reorganizational incentive money, declining enrollment and open enrollment has made it financially impossible for it to continue to provide an adequate educational program for its students without partnering with another district.

We understand that Appellant has strong and sincerely-held feelings about how her school district should be run and that there should be "one more chance" for WSR to prove it can survive without a partner. However, the whole grade sharing and reorganization movement is being driven by forces similar to those

that have caused businesses in rural areas and small towns to close, combine, or dramatically change their methods of operation. Although the State Board is sympathetic to Appellant's desire to remain as a K-12 district, it cannot provide the remedy Appellant seeks. The evidence does not support Appellant's contention that the whole grade sharing agreement is unreasonable and contrary to the best interest of education. The fact that reasonable minds may differ about the wisdom or merits of the agreement does not render the agreement unreasonable for the purposes of this appeal. For these reasons, it must be affirmed.

All motions or objections not previously ruled upon are hereby denied and overruled.

**III.
DECISION**

For the foregoing reasons, the decision of the Board of Directors of the Wellsburg-Steamboat Rock Community School District made on January 25, 1999, to enter into a whole grade sharing agreement with Ackley-Geneva Community School District, is hereby affirmed. Costs of this appeal are to be certified as required by Iowa Code §290.4, and are hereby assigned to Appellant.

DATE

ANN MARIE BRICK, J.D.
ADMINISTRATIVE LAW JUDGE

It is so ordered.

DATE

CORINE HADLEY, PRESIDENT
STATE BOARD OF EDUCATION