The common law of schools in Iowa

Paul James Skarda
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The common law of schools in Iowa

by

Paul James Skarda

A Dissertation Submitted to the
Graduate Faculty in Partial Fulfillment of
The Requirements for the Degree of
DOCTOR OF PHILOSOPHY

Major Subject: Educational Administration

Approved:

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In Charge of Major Work

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Head of Major Area

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Dean of Graduate College

Iowa State University
Of Science and Technology
Ames, Iowa

1971
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHAPTER I: INTRODUCTION</strong></td>
</tr>
<tr>
<td>Historical Review of Governmental Authority</td>
</tr>
<tr>
<td>Statement of Problem</td>
</tr>
<tr>
<td>Need for the Study</td>
</tr>
<tr>
<td>Delimitations of the Study</td>
</tr>
<tr>
<td><strong>CHAPTER II: REVIEW OF LITERATURE</strong></td>
</tr>
<tr>
<td>Tort Liability</td>
</tr>
<tr>
<td>Students</td>
</tr>
<tr>
<td>Personnel</td>
</tr>
<tr>
<td><strong>CHAPTER III: PROCEDURES AND TECHNIQUES USED IN THIS INVESTIGATION</strong></td>
</tr>
<tr>
<td>Case Briefing</td>
</tr>
<tr>
<td>Organization of the Study</td>
</tr>
<tr>
<td>Definition of Terms</td>
</tr>
<tr>
<td><strong>CHAPTER IV: SCHOOL DISTRICTS</strong></td>
</tr>
<tr>
<td>Quasi-Corporations of State</td>
</tr>
<tr>
<td>Tuition</td>
</tr>
<tr>
<td>Property Tax</td>
</tr>
<tr>
<td>Tort Liability</td>
</tr>
<tr>
<td>Religion</td>
</tr>
<tr>
<td>Approval of Schools</td>
</tr>
<tr>
<td><strong>CHAPTER V: BOARDS OF EDUCATION</strong></td>
</tr>
<tr>
<td>Authority and Compliance</td>
</tr>
<tr>
<td>Finance</td>
</tr>
<tr>
<td>Topic</td>
</tr>
<tr>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Fraud</td>
</tr>
<tr>
<td>CHAPTER VI: BUILDINGS AND GROUNDS</td>
</tr>
<tr>
<td>Bids</td>
</tr>
<tr>
<td>Sites</td>
</tr>
<tr>
<td>Reversion and Sale</td>
</tr>
<tr>
<td>Roads</td>
</tr>
<tr>
<td>Construction</td>
</tr>
<tr>
<td>Site Measurement</td>
</tr>
<tr>
<td>Easement</td>
</tr>
<tr>
<td>Board Committee Expenditure</td>
</tr>
<tr>
<td>Lease-Purchase Agreement</td>
</tr>
<tr>
<td>CHAPTER VII: TEACHERS</td>
</tr>
<tr>
<td>Dismissal</td>
</tr>
<tr>
<td>Contracts</td>
</tr>
<tr>
<td>Voting Residence</td>
</tr>
<tr>
<td>CHAPTER VIII: STUDENTS</td>
</tr>
<tr>
<td>Racial Discrimination</td>
</tr>
<tr>
<td>Corporal Punishment</td>
</tr>
<tr>
<td>Special Education</td>
</tr>
<tr>
<td>Discipline</td>
</tr>
<tr>
<td>Tuition</td>
</tr>
<tr>
<td>Diploma</td>
</tr>
<tr>
<td>CHAPTER IX: TRANSPORTATION</td>
</tr>
<tr>
<td>Mandated Transportation</td>
</tr>
<tr>
<td>Topic</td>
</tr>
<tr>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>National Emergency Measure</td>
</tr>
<tr>
<td>Recovery of Payments</td>
</tr>
<tr>
<td>Private School Children</td>
</tr>
<tr>
<td>Unwarranted Use of Busses</td>
</tr>
<tr>
<td>Purchase of Vehicle</td>
</tr>
<tr>
<td>Driver's Contract</td>
</tr>
<tr>
<td>CHAPTER X: SCHOOL DISTRICT REORGANIZATION</td>
</tr>
<tr>
<td>District Enlargement</td>
</tr>
<tr>
<td>County Boards</td>
</tr>
<tr>
<td>Remnant Districts</td>
</tr>
<tr>
<td>Contiguous Territory</td>
</tr>
<tr>
<td>Increased Taxes and Constitutional Rights</td>
</tr>
<tr>
<td>Jurisdiction of Land</td>
</tr>
<tr>
<td>Publications</td>
</tr>
<tr>
<td>Division of Assets and Liabilities</td>
</tr>
<tr>
<td>CHAPTER XI: ELECTIONS</td>
</tr>
<tr>
<td>Reorganization</td>
</tr>
<tr>
<td>Bond Issues</td>
</tr>
<tr>
<td>CHAPTER XII: ADMINISTRATIVE APPEALS</td>
</tr>
<tr>
<td>District Reorganization Appeals</td>
</tr>
<tr>
<td>Transportation Appeals</td>
</tr>
<tr>
<td>CHAPTER XIII: SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS</td>
</tr>
<tr>
<td>Need for the Study</td>
</tr>
<tr>
<td>The Problem</td>
</tr>
</tbody>
</table>
Procedures 192
Limitations 193
Summary 193
Conclusions 199
Recommendations 201

BIBLIOGRAPHY 203
ACKNOWLEDGMENTS 214
APPENDIX 215
CHAPTER I: INTRODUCTION

Common law is a term used to designate English unwritten law as distinguished from English civil law, international law, and the laws of courts of equity. The statutes of England modified common law to a considerable extent. Changes were brought about to favor commercial enterprise, improve the state of society, and void feudal principles. Chapter 29, Section 8, Laws of Iowa, effective July 30, 1840, says, "None of the statutes of Great Britain shall be considered as law in this territory" (1, p. 401). This caused the state to become dependent upon federal and state ruling cases.

American ruling case laws are the result of final decisions of the courts--state, federal, or both.

The difference between common law and ruling case law is that common law is a result of usage and custom within the jurisdiction of the statutes; American ruling case law is a direct product of court decisions, which in most instances were advanced from the lower to the high court system.

The common law of a state, found in the decisions of its highest court of record, forms a body of precedent which gives added significance to the statute law enacted by the legislature and helps fill in gaps that may exist. A study of the numerous decisions which have been rendered by the Supreme Court of Iowa in the field of school law is therefore useful for a better understanding of school law.

The purpose of this study is to present a survey of Iowa Supreme Court decisions which have been rendered throughout the history of the
State. It is hoped that specific guidelines can be suggested for more efficient school administration based on an understanding and an awareness of principles as established by the courts.

This chapter relates the merit of a historical study of Iowa Supreme Court decisions relative to education. A historical review of governmental authority, a statement of the problem, and a need for the study is described. The remainder of the chapter includes terminology and delimitations.

Historical Review of Governmental Authority

The school districts of Iowa are territorial divisions of the state and are held to be creatures of statute with only those powers expressly conferred by law or reasonably and necessarily implied as incidental to exercise of an expressly conferred power. They are governed by district directors who are political officers of the state and appointed by statutory provision.

Iowa public school districts are quasi-corporations and are governed within the framework of the law which is derived from federal and state influences. These sources of law, at both levels, are the constitutions, statutes, court precedents, administrative policies and regulations, and attorney generals opinions.

There was no mention of education in the Constitution of the United States. The tenth amendment of that document left the subject entirely to each of the respective states. Article X reads: "The powers not delegated to the United States by the Constitution, nor prohibited by it
to the States, are reserved to the States respectively, or to the people" (2, p. 24).

The Federal Government influenced education in the various states even though the Constitution failed to mention it. While the Constitution was being framed, the Congress of the Old Confederation was enacting the Ordinance of 1787, also known as the "Northwest Ordinance." That document shaped the course of public education in the states thereafter admitted to the union. This is clearly explained in the words of Whiting (3, p. 25).

In addition to a bill of rights to insure democracy, the Northwest Ordinance went further than the Constitution drawn up in that same year. It affirmed the principle that a democracy cannot function adequately unless supported by educated citizens. Therefore, each township was to have one section of land reserved for the maintenance of public schools so that 'schools and the means of education shall forever be encouraged.' The Northwest Ordinance laid the foundation for the system of public schools and that is one of the finest aspects of American civilization.

The Iowa Constitution deals with the subject of education in Article IX. Such areas as finance, organization, and administration have been carefully included.

Both federal and state laws have an immeasurable influence upon education. Most of the laws are based upon court decisions which are civil in nature. Another source of school law lies in judicial opinions. Both Federal and State Courts interpret the Constitutions and statutory laws and make application of common law principles. When given circumstances or conditions have not been legislated upon, the rights must be described by the courts on the basis of general principles handed down traditionally over many years.
The various state agencies may draft administrative policies and regulations. These agencies must operate within the framework of the state and federal statutes, and administrative rules and policies promulgated pursuant to law.

For the reason that the General Assembly cannot foresee every operational detail, it has granted rule-making power to the State Superintendent, Department, or Board of Public Instruction, with respect to various areas of subject matter within the field of school law. Examples of such areas are approval standards, safety standards for school buses, special education, certification of teachers, and area schools.

A valid departmental rule has the force and effect of law and is a part of the growing field of regulation known as Administrative law. In 1951 the General Assembly of Iowa enacted uniform requirements for the adoption, approval and publication of administrative rules by state agencies. For purposes of this discussion, the terms "rule," "regulation," and "standard," may be considered as synonymous. The requirements for the adoption of rules appear in Chapter 17A of the Code of Iowa.

In order for a proposed rule to become effective as a rule, it must first be adopted by the State Board of Public Instruction and signed by the President of the Board and the State Superintendent. The signed rules, in the form of two originals and two first carbons, typed on special rule paper, are then submitted to the Attorney General for approval as to form and legality. At the same time duplicated copies, made by any legible process, are mailed to the six members of the Departmental Rules Review Committee and to the Code Editor. These copies must
be in the hands of the committee members at least ten days before the committee meeting at which they will be considered. The committee meets on the second Tuesday of every month. A departmental representative is required to be present and explain the authority and reason for the proposed rule when it is taken up by the committee.

The Attorney General has 30 days and the Rules Review Committee has 45 days in which to act upon the proposed rule. Action may be approval or disapproval.

Rules which have been approved by the Departmental Rules Review Committee must be filed with the Secretary of State. The rules are referred to the president of the senate and speaker of the house of the forthcoming General Assembly. Objections to a rule may be enforced by the enactment of a statute to provide alterations or declare it void.

A bipartisan Departmental Rules Review Committee is appointed by the president of the senate and speaker of the house. Each appoints three members from the legislative body which he represents. The Committee serves for a two year term, which commences on May 1 following the convening of the legislature in regular session.

Lastly, the Federal and State Attorney Generals who issue opinions exert considerable influence upon the operation of school districts. They interpret legislative questions which arise at their respective levels. Of the various judicial and administrative forces that influence and implement the statutes, the Supreme Court of Iowa furnishes the most important precedents.
Statement of Problem

The school law, insofar as the legislative process is concerned, is the product of the General Assembly (4, p. 1). School laws are continuously available to school administrators, boards, and other interested consumers in the form of a bound book and supplements (5, p. 75). However, the legislative process invariably involves a series of compromises embodied in amendments. The final production may be cloaked in ambiguities. The bare bones of the statutes need to be fleshed out in order to have a viable function. To a degree this can be accomplished by executive construction of doubtful provisions. However, the Supreme Court of Iowa has said that executive construction, whether arrived at by a department head or the attorney general, though it be entitled to consideration by the court, is not binding upon the courts (6, p. 201; 7, p. 391; 8, p. 277). The problem is, therefore, to obtain a complete picture of school law, not only the words and phrases as enacted by the General Assembly, but their significant meaning as declared by the Court in the course of resolving actual controversies.

Need for the Study

There are few areas in the field of school administration that are more important than school law; however, this area is sometimes neglected. Board members, superintendents, principals, teachers, non-certified employees, and students are directly concerned. These persons are not expected to have a technical understanding of legal procedures
resulting from court action; however, they should possess general knowledge of the subject.

A review of doctoral dissertation abstracts, periodicals, and texts indicates there is no comprehensive study of Iowa Supreme Court cases in the field of school law.

It is hoped this study will not only aid those directly involved in our public schools but also serve as resource material for those indirectly involved. By reason of organization and arrangement, it may be useful to various attorneys and state legislators, even though they are not included in the group for whom it is primarily designed.

Delimitations of the Study

Supreme Court decisions vary from state to state in accordance to statutes and legal interpretations. This study is limited to the following:

1. Iowa Supreme Court decisions from the time of the Court's first education decision in 1848 through the year 1970.

2. Iowa Supreme Court decisions which only influence the operation of public schools. The history of these cases at the lower court level was not included in this study.

3. Iowa Supreme Court decisions which currently influence the operation of public schools. Obsolete cases were excluded from the study except when used for historical significance.

4. Decisions most recently rendered by the Iowa Supreme Court were utilized in this study wherever possible. Court rulings of an earlier date were used only to indicate consistencies, contrasts, or when considered important.
CHAPTER II: REVIEW OF LITERATURE

This chapter consists of a review of statutory related materials acquired from dissertations, theses, and publications. In no instance was any publication devoted totally to Supreme Court decisions of the various states; however, the materials may be considered directly or indirectly related. The State University of Iowa and Iowa State University have not had any doctoral research confined to Iowa Supreme Court decisions.

The researcher has investigated other studies and publications which were similar to Iowa Supreme Court case decisions. Parallel findings were evident even though the authors had conducted their studies in other states, or on a national basis. The likeness of reporting indicated the similarity of Iowa statutes and court decisions to those of other states. Case summaries revealed that court judges review the decisions of other State Supreme Courts prior to final action relative to a given case. The review of literature was limited to (1) tort liability, (2) students, and (3) personnel.

Tort Liability

In 1965 Fred John Rhode of Iowa State University wrote a dissertation titled "Tort Immunity and Iowa School Districts." At that time Iowa school districts were immune to tort liability. All school district employees were liable for their own torts because governmental immunity did not extend to them if they were sued as individuals. Tort liability was, however, extended to school district administrative personnel.
School districts were not legally permitted to expend school funds for liability insurance. The Iowa Attorney General ruled the expenditure illegal because liability did not exist.

The author stated that sovereign immunity of the lesser governmental subdivisions was being criticized by the courts. He wrote (9, p. 180):

The Courts, in attempting to lessen the harshness of the doctrine of sovereign immunity, have developed the so-called governmental proprietary distinction, which attaches tort liability to a proprietary function, but not to a function deemed governmental. The rationale given for the distinction was that many governmental units act in both a corporate capacity, similar to private corporations with local interests not shared by the state as a whole, and in a governmental capacity endowed with governmental powers and responsibilities.

The Iowa Supreme Court generally sustained tort immunity; however, recovery was permitted by legislative claim. This Court also ruled that municipal corporations were liable for their torts and the torts of their employees.

Rhode found that school districts were immune from tort liability as early as 1876 in the case of Wood v. Independent School District of Mitchell when a child was injured on unguarded well-drilling equipment located on the school ground.

In 1912 the Attorney General ruled that a school district was not held liable for a personal injury sustained from a boiler explosion, and in 1928 he rendered a decision resulting in district immunity for an injury sustained by a student engaged in athletics. A 1930 opinion extended immunity to schools for injuries sustained by visitors on school premises.
The Hibbs case of 1933 held that officers, agents, and servants of a municipal corporation were immune to liability. In the 1964 case of Beyer v. Iowa High School Athletic Association, the Court again absolved a school district from tort liability when a bleacher collapsed and caused personal injury during a basketball tournament sponsored by the Iowa High School Athletic Association in the Mason City High School gymnasium. The Iowa High School Athletic Association, however, was not immune because it was not a governmental agency.

The results of the Rhode dissertation were made available to the Iowa Legislature prior to the passage of the tort liability law in 1967. Tort immunity had been severely criticized by the courts because as quasi-corporations the schools were receiving complete immunity. The doctrine of immunity was weakening due to the fact that courts believed school districts were responsible for their employees.

Leonard Abels, administrative consultant, Iowa Department of Public Instruction, wrote an article "School Districts are now Subject to Tort Liability." It was published in the Educational Bulletin of the Iowa Department of Public Instruction in November 1967. The author explained the newly created statute which was advocated in the Rhode dissertation. Abels referred to the enactment of Senate File 710 by the 62nd General Assembly which imposed tort liability upon the school districts of the State.

Abels discussed the historical aspect of tort liability with reference to the Beyer case, which was heard three times by the Iowa Supreme Court.
Abels quoted the passage of the Act which became effective on January 1, 1968. He said (10, p. 1):

With certain exceptions, Senate File 710 subjects school districts to liability for the torts of their officers and employees while acting within the scope of their employment. It defines a tort as 'every civil wrong which results in wrongful death or injury to person or injury to property and includes but is not restricted to actions based upon negligence, breach of duty, and nuisance.' Examples where such liability might be imposed on a school district would include injuries in shop classes, laboratories, on the playground, while riding the school bus, and in about every imaginable situation, including those inflicted by pupils upon each other through lack of proper supervision.

Abels spoke of exceptions which were provided in the bill. Prior knowledge by the plaintiff of defect, disrepair, obstruction, accumulation, or nuisance is a defense when a different but safe route was available. These circumstances prevent cases to be brought before the lower courts.

Abels was aware of the Rhode study and had discussed the findings with him in 1964. A tort liability bill was drafted by Abels upon the request of Iowa legislators. It was patterned after the Minnesota tort statute; however, it was modified somewhat from its original form by legislative influences. These men must be given due credit for their contributions relative to the passage of the Tort Liability Act.

The contributions of Rhode and Abels were included in this review of literature to summarize their findings and contributions in one source of information. Their reports present a history of tort liability in Iowa and relate to the findings of the researcher's dissertation. All Iowa Supreme Court cases dealing with tort liability reported to date were decided during and prior to 1964, or before the enactment of the law.
The researcher trusts that the information will be more accessible to all interested persons.

Students

A thesis titled "The Constitutional Rights of Students in Public Universities," written in 1969 by Charles William Dobra, Jr., a student at Iowa State University, is included in this chapter. The study related to historical change at the higher education level, but occasionally referred to students at elementary and secondary levels. Many of the illustrations at the university level are also applicable to the school districts of Iowa.

The researcher's dissertation includes a chapter devoted to student Court cases. The Dobra study is summarized in this chapter to make the results more accessible to school officials and those having an interest in court decisions.

Cases reviewed by Dobra indicated that institutions of higher learning can regulate student demonstrations relative to place and time. A seizure of buildings by students is not a permissive form of expression guaranteed by the Constitution. The wearing of armbands cannot be denied students unless the university can prove the action is detrimental to the educational process.

Dobra found that schools at the secondary level have limited regulations of personal dress of students. This cannot however be accomplished at the university level.
Freedom of the press at the higher level of education is not absolute. It is subject to given minimum restrictions imposed upon it by statute. Student editors can be removed from their editorial positions even though expulsion from college is not proper. The student press is liable in both civil and criminal actions for its printing.

Dobra found that fraternal organizations are subject to the regulations of institutions of higher learning when given permission to function upon their campuses. Racial or religious discrimination by the fraternal organization is not permitted.

Some persons are not eligible to enroll in public institutions due to their inability to meet the standards of institutions and state legislative requirements. These standards cannot be discriminatory due to race. A student's grades must be assessed in a non-arbitrary manner by institutions of higher learning.

Institutions of higher learning have been forced to evaluate and apply restrictive standards relative as to who should be permitted to view student records. This change in practice was based on a re-emphasis on constitutional rights rather than on new statutes.

The author stressed change when he said (11, p. 395):

This study has dealt with an area of legal transaction. The courts since 1954 have made tremendous inroads in applying those rights contained in the Bill of Rights to students who attend public universities and colleges through the Due Process Clause of the Fourteenth Amendment. For the first time in history students have been recognized to have rights, and better yet, the courts have held that students have a right to exercise those rights provided that they do not disrupt school activities.
The courts have been changeable institutions which have not devised concise and clear rules for student behavior. However, they have devised a general framework for the adoption of higher educational policies and a system for student behavior. Education is not considered a privilege, but a recognized right.

Dobra's study was chiefly limited to a discussion of statutes and judicial decisions relating to higher education. However, there are a number of parallels applicable to public school education at the elementary and secondary levels. Examples of these include; (1) wearing of armbands, (2) fraternal organizations, (3) enrollment standards, and (4) viewing of student records.

The Dobra study excluded all areas of Iowa Supreme Court research included in the researcher's dissertation, except the subject of students.

As published by Bolmeier (12), a study of the legal status of married students in North Carolina public high schools was completed by L. Gilbert Carroll in 1960 as a requirement for an Ed.D. degree at Duke University. This study revealed that a greater percentage of rural high school students marry than do city secondary students; also, a greater percentage of girls marry while in high school.

Carroll found that a very limited number of married students take part in college preparatory courses. He also found that a high percentage of married students fail to complete the twelfth grade and that scholarship, conduct, and attitude toward education are improved or approximately the same. The acceptance of students by classmates after marriage is about the same or somewhat less than their acceptance before
marriage. Finally, student participation in extra-curricular activities declines after marriage.

Carroll's study of married students did not correlate with any of the Court cases in this study. The Iowa Supreme Court has ruled on only one married student case throughout history. It is possible that the Court will experience similar cases in the future.

As cited by Bolmeier (13), a dissertation was written by Harold L. Tyler, a graduate student at Duke University, relating to the legal status of pupil placement in public schools. Tyler found that legislative, executive, and judicial branches of the United States Government had become united in their efforts to end racial discrimination and had established the principle of enrollment by freedom of choice. Boards have been charged with the responsibility of providing education which eliminated discrimination. The courts did not specify the means of accomplishment but permitted district freedom in this task.

The Tyler study was designed to report on racial discrimination in the United States. His findings were highly applicable to the researcher's study inasmuch as Iowa ruled on the subject of discrimination as early as 1839. The Court decided the Ralph case and ruled that the law extends equal protection to men of all colors. Discrimination was also the subject of two school cases in 1868 and 1875. The Court ruled in both instances that students cannot be compelled to attend separate schools, or be refused admission because of color.
Personnel

In a publication by Mort and Hamilton (14), titled "The Law and Public Education," it was found that a teacher's certificate relates only to classification and qualification. Certification serves as a license to teach but does not guarantee employment. The issuing agency cannot arbitrarily refuse the awarding of a certificate unless there is due cause.

Mort and Hamilton stated that a teacher must possess a valid certificate at the commencement of a teaching period, unless state statute requires that the teacher possess a valid certificate at the time of entering into a contract with a school district. In most instances a teacher cannot be legally compensated by a district if he does not possess a valid certificate and contract.

Teacher contracts must meet all the requirements of contracts in general. It must be an instrument of agreement between competent parties; illegal matters cannot be negotiated; an offer and acceptance must exist; and compensation must be awarded for services rendered. Contracts must be in writing when required by statute.

The authors also found that the courts have decided that selection of teachers on a discriminatory basis is illegal. Employment standards may be devised but must be justly applied to all applicants.

Teachers may be legally dismissed for incompetence, negligence, insubordination, and immorality. Many of the states which possess continuing contract laws also provide for staff dismissal.
The authors related that boards of education have the authority to establish reasonable rules and regulations relative to the operation of their respective schools. This applies to both employees and students. Some states consider the rules of the board of education as a part of the teacher's contract.

Teachers occupy a position in loco parentis so as to maintain discipline in the school. They may administer corporal punishment, unless prohibited by their respective boards or state statute. The punishment must be reasonable, without malice, and cannot cause permanent damage. Courts generally ruled on the manner in which punishment was administered, because it must be appropriate to the size and sex of the student.

Mort and Hamilton also found that several states enacted statutes to provide a retirement system for their employees. This was accomplished to attract and retain competent personnel. Funding is mandated and contributions are made by state governments and employees. Mandatory or voluntary participation is dependent upon individual state laws.

The constitutionality of retirement laws has been upheld by the courts in the past. Favorable consideration has been sustained because of the attraction and retention of competent employees.

Mort and Hamilton related to several teacher personnel areas which are found in the researcher's dissertation. They are (1) dismissal, (2) contracts, and (3) retirement.

The text of Mort and Hamilton related to national trends, whereas this dissertation is devoted to Iowa Supreme Court decisions.
The research described in this dissertation was both historical and topical in approach and was almost exclusively limited to the primary source data. This source was the library of Iowa Reports, published by the State of Iowa, consisting of 261 volumes. The time considered was 1848 through 1971. These volumes contain all decisions rendered by the Supreme Court of Iowa; those relating to education were considered in this study.

Secondary sources of information included various commentaries regarding court decisions contained in dissertations, theses, and other publications pertinent to school law. All of this research was completed during the past 13 years.

Case Briefing

A system for briefing primary source cases was devised after interviews were concluded with two attorneys. Leonard Abels, administrative consultant, Department of Public Instruction, Des Moines, Iowa, and G. W. Templeton, attorney at law, Garner, Iowa, were most helpful. A decision was reached by the researcher to obtain four major sources of information from each case: (1) facts, (2) issue, (3) decision, and (4) reasons. An example of a brief obtained from the case of Lewis Consolidated School District v. Johnston is presented.

Facts: 1. The Legislature enacted a statute authorizing and directing the State Superintendent and State Board to make rules for the approval of schools.
2. The State Board and State Superintendent made rules for the approval of schools as directed by statute.

3. The plaintiff school was disapproved for noncompliance with the rules and as a result lost its state aid.

4. The plaintiff sued to keep its state aid.

**Issue:** Was the statute, pursuant to which the rules were adopted, constitutional?

**Decision:** Court decided for the plaintiff.

**Reasons:**

1. Article III, Section 1, Constitution of Iowa, gives exclusive legislative power to the Legislature (General Assembly).

2. A delegation of rule-making power without qualifications or standards amounts to a delegation of legislative power.

3. The General Assembly cannot delegate its exclusive power to make law.

In addition to the four major sources of information obtained by briefing Supreme Court cases, the researcher attempted to supply the following:

1. Date of case.

2. Name of plaintiff and defendant.

3. Number of judges voting in favor of sustaining or overruling decisions (this does not always appear in the Iowa Reports). The Constitution of 1857 provided for three Supreme Court judges. Article V, Section 10 of the Constitution provided for an increase in the number of judges. The General Assembly has currently provided for nine.
Organization of the Study

Supreme Court cases used for the purpose of this study were categorized into a historical sequence.

1. The Northwest Ordinance provided land for educational purposes from which school districts were established.
2. School boards were needed to conduct the affairs of the districts.
3. The districts became involved in school building construction, employment of teachers, and education of children.
4. Transportation of children began at a later date, which contributed in part to necessary district reorganization.
5. Elections were necessary in the administration of school districts.
6. Conflicts resulting from disagreements in all phases of education resulted in many court appeals.

The study was organized into 13 chapters related to the following topics:

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Introduction</td>
</tr>
<tr>
<td>II</td>
<td>Review of Literature</td>
</tr>
<tr>
<td>III</td>
<td>Procedures and Techniques Used in the Study</td>
</tr>
<tr>
<td>IV</td>
<td>School Districts</td>
</tr>
<tr>
<td>V</td>
<td>School Boards</td>
</tr>
<tr>
<td>VI</td>
<td>Building and Grounds</td>
</tr>
<tr>
<td>VII</td>
<td>Teachers</td>
</tr>
<tr>
<td>VIII</td>
<td>Students</td>
</tr>
<tr>
<td>IX</td>
<td>Transportation</td>
</tr>
<tr>
<td>X</td>
<td>Reorganization of Districts</td>
</tr>
<tr>
<td>XI</td>
<td>Elections</td>
</tr>
</tbody>
</table>
Chapter XII  Court of Appeals

Chapter XIII  Summary and Conclusions

Each chapter was divided into sub-topics with the appropriate case decisions properly categorized. A summary of each case was presented, followed by one or more headnotes as presented in the Iowa Reports. The headnotes were approved by the judges who wrote the Supreme Court decisions.

Definition of Terms

A study of Iowa Supreme Court decisions required that terminology be adequately defined. The following definitions were used in conjunction with the summarization and case quotations. This list will facilitate a greater understanding of the Court cases.

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**Adjudicated:** To hear or try and determine judicially

**Affirmed:** To establish, ratify, or confirm

**Aggrieved:** One in distress, or having suffered injury or loss

**Appeal:** A procedure by which a case is brought from a lower to a higher court

**Certiorari:** To be informed. Writ from a superior court to call for review of the proceedings and records of an inferior court or a body acting in a quasi-judicial capacity

**Collaterally Assailed:** Accompanying one another, or at the side

**Common Law:** Unwritten laws for universal reception

**Concurrent Action:** Joint and equal in authority

**Contiguous:** In actual contact or touching

**Court of Equity:** Court of equality
**Declaratory Judgment**: One which declares the rights of the parties and expresses the opinion of the court on a question of law, without ordering anything to be done.

**De Facto**: In fact or actual.

**Defendant**: One required to make answer in an action or suit.

**De Jure**: By right; by lawful title.

**Demurrer**: Plea for the dismissal of a lawsuit.

**Discretionary**: The power of free decision. The power of the court to act unhampered by legal rule.

**Electorate**: Persons entitled to vote.

**Enjoin**: To require or command. To require a person by writ of injunction to perform or to abstain from some act.

**Equity**: Formal system of legal and procedural rules and doctrines according to which justice is administered.

**Estop**: To impede or bar.

**Immunity**: Freedom from any charge.

**Injunction**: A writ requiring a person to do or to forbear certain acts.

**Interlocutory**: Intermediate and not final.

**Jurisdiction**: Sphere of authority.

**Loco Parentis**: To act in place of the parent.

**Mandamus**: The writ issued to enforce the performance of some public duty.

**Mandate**: A demand from a superior court or official to an inferior one.

**Pari Materia**: On the same subject or of the same matter. Equal.

**Plaintiff**: One who brings a suit into court.

**Plenary**: Complete or full.

**Prima Facia**: Evidence which is adequate to establish a fact.
Quash: To suppress or quell

Quasi-Corporation: As if it were. In a certain sense

Quasi-Judicial: Having critical powers of inquiry, like those of a judge or judiciary

Quit Claim Deed: A deed which warrants nothing and proposes to convey only that interest in the property which is held

Quo Warranto: A proceeding for a like purpose begun by an information; also, the information, or the proceeding itself

Ratify: To approve or sanction

Repugnant: That which is contrary to what is stated before, or insensible

Sacrosanct: Most sacred

Statutory: A law enacted by the legislative branch

Stay Order: To stop or halt

Tort: A wrongful act, injury, or damage for which a civil action can be brought against the wrongdoer

Tortious Act: Implying or involving tort

Vitiate: To make legally ineffective

Writ: An order or mandatory process
CHAPTER IV: SCHOOL DISTRICTS

School districts are the basic units of school government in the State of Iowa. The legislature provided for their creation as corporations with limited powers. Several classifications of districts were established during the history of the State.

The township district was the first to become implemented as a result of the Northwest Ordinance in 1787. This type of district was physically superimposed upon the geographic township plan which served as the original framework for land survey. Each township was comprised of 36 sections of land, divided into sub-districts of four sections each. A schoolhouse was usually constructed at the midpoint of each sub-district.

The creation of cities and towns resulted in the development of independent city or town school districts. The district boundaries were in most instances the same as the boundaries of the political subdivisions of cities and towns.

Consolidated school districts were created at a later date in an attempt to obtain a larger tax base. This system resulted in centrally-located schools which were frequently situated in rural areas. Effort to stay with some semblance of the government land survey was evidenced by a provision that school district boundaries conform to no smaller dimension than quarter-quarter sections of land.

Finally, because there was need for an even larger tax base than that found in the consolidated district, the community school district was conceived for the purpose of supporting an expanding educational program. The consolidated and community districts differ in that the latter
is not limited to a single centrally-located building per district and conformance of boundaries to quarter-quarter section lines is not required.

Various problems relating to the nature, power, duties, and responsibilities of school districts have occurred throughout the history of the State. It was necessary to resolve many of them in the Supreme Court of Iowa. Those which specifically relate to general government of school districts are presented in this chapter.

Quasi-Corporations of State

School districts in Iowa are classified as quasi-corporations created by the legislature to administer the educational policies of the State. A quasi-corporation is defined as something less than a true municipal corporation (a city or town) but resembling it in corporate nature. The affairs of each district must be directed by a board of education within the powers conferred upon it by statute or implied therefrom. These powers may be altered, added to, or taken away at the pleasure of the legislature, whose authority is plenary. The researcher has set forth below summaries of three case decisions which have been rendered relating to quasi-corporations.

Bloomfield v. Davis County Community School -- In 1963 the Davis County Community School District sought a permit from the City of Bloomfield for permission to install a gasoline pump and storage tank in a residential district, but on its own property. The City Council passed an ordinance after the request was submitted and forbade such installation. The issue
involved the authority of a city ordinance to prevent a school district, as an agency of the state, from making an installation on its own property. The Court unanimously ruled in favor of the Davis County Community School District. It reasoned that a school district has jurisdiction over student transportation; consequently, it must conduct its own transportation business affairs. There is no statute which prohibits a state agency from utilizing its property in a manner which permits it to comply with the law. (15, p. 900).

District agencies of state—transportation of pupils governmental function. A school district is an arm or agency of the state, and maintenance of public schools, including providing transportation to the pupils entitled to it as required by statute, is a governmental function, not a proprietary one.

Dean v. Armstrong -- The Board of Education of the North Superior School District closed its school and designated the children to Spirit Lake on a tuition basis for the 1954-55 school year. Dean brought suit against Armstrong, the Board President, to prevent the directors from closing the school. The issue: Does the Board have statutory authority to close an educational facility and contract with other districts, and more specifically, with consolidated districts? The Court held in favor of Armstrong and reasoned that a board of education does possess the authority to discontinue its educational facilities and contract with other districts. The ruling also applies to consolidated districts because they are valid organizations with school district authority (16, p. 412).

Application of constitutional guaranties--status of school districts. A school district is not a 'person' within the meaning of any bill of rights or constitutional limitation, but is a political organization with no rights, functions, or capacity except such as are conferred upon it by the legislature, whose power is plenary.
Boyer v. Iowa High School Athletic Association -- Boyer brought suit against the Iowa High School Athletic Association for an injury sustained at a state basketball tournament held in the Mason City High School gymnasium. He claimed the defendant did not assume normal precaution, thereby causing the bleachers to collapse. The issue was to determine whether or not the doctrine of local government tort immunity was harsh, outmoded, and obsolete, relative to trends of the law. In 1964 the Court ruled that the Iowa High School Athletic Association was liable because it was not a quasi-corporation of the state. The Mason City School District was absolved from liability because it is an agency of the state and serves a state function. The Court, after pointing out that in Iowa governmental immunity is based on statute rather than court rule, sustained previous decisions in absolving school districts of tort liability (17, p. 337).

Quasi-corporation—agency of state. The school district is a quasi-corporation, an arm or agency of the state, created by legislature to carry out the governmental function of maintaining public schools.

Tuition

Tuition may be defined as financial reimbursement for educational services. The responsibility for payment of tuition was an issue in some instances which resulted in Supreme Court cases.

District Township of Horton v. The District Township of Ochevedan -- A tuition case was brought to the attention of the Iowa Supreme Court in 1878. The District Township of Horton brought charges against the District
Township of Ocheyedan. A number of students residing in the Horton District attended school in the Ocheyedan District because the Horton District conducted school for only three months of a school year. The defendant attempted to collect tuition by filing a claim with the County Auditor, requiring him to deduct said amount from the tax receipts of the plaintiff. The plaintiff attempted to void the claim of the defendant.
The issue given consideration by the Court: Was the plaintiff school district liable for tuition payments when school was conducted for only three months in its district? Twenty-four weeks of school was required by law. A decision was rendered by the Court which held in favor of the defendant, and the plaintiff was required to pay tuition. The Court reasoned that children were entitled to attend 24 weeks of school and a school year of only three months, scheduled by the plaintiff, did not remove the responsibility (18, p. 231).

Attendance in another district. Children residing in one school district may attend school in another with the consent of the directors of the latter, provided their own school is not in session, and also provided they have not had the privilege of attending school twenty-four weeks in the year in their own district, and for such attendance their own district is liable to the district where they may attend.

Filing of account. Where the directors of the district in which the children reside upon being notified of their attendance elsewhere, determine they will not pay their tuition, no further demand upon them is necessary and the account may then be filed with the auditor.

Nishna Valley Community School District v. Malvern Community School District -- Declaratory judgment was brought by the plaintiff to collect tuition from fragmented districts annexed to the Malvern District by the County Board. Following the reorganization of school boundary lines,
students residing in unassigned areas attended the Nishna Valley School. The territory of the children's residence was assigned to the Malvern Community School District by Court action on November 9, 1960. The Malvern Board protested payment of tuition prior to the date of Court assignment, claiming that the territory was not a portion of its district. The issue: What portion of tuition should be paid to the Nishna Valley School District? A decision was rendered in 1963 by the judges that tuition be paid to the plaintiff in an amount of one-third of the total charge. The Court reasoned that generally children must attend school in the district where they reside (19, p. 132).

Tuition and transportation—obligation of pupils to attend in their own districts. Generally, where adequate school facilities are available in a school district pupils residing therein must avail themselves of the facilities so furnished and they have no absolute right to attend school in another district at the expense of their local board.

Property Tax

Property tax has been a source of support for the public schools since the time of their conception. Complaints and controversies relative to this tax go back many years, as evidenced in the Court.

Stevenson and Rice v. The District Township of Summit -- Stevenson and Rice initiated a writ of mandamus to recover a balance due them for the construction of a schoolhouse. Approval for payment was given by the Board, and the District Treasurer was ordered to make payment; however, no funds were available. The issue: Must a board of education levy a tax to meet an obligation when no funds are available? An 1878 decision
was reached in favor of the plaintiff. The Court reasoned that a tax must be levied when a treasurer is instructed to pay an obligation for which there are insufficient funds. Mandamus refers to many issues, but in this case refers to property tax (20, p. 462).

Mandamus. Where orders on the treasurer have been issued by the board to a creditor for the amount of his claim, and there are no funds in the treasurer's hands to meet the same, it becomes the duty of the board to levy a tax to provide the necessary funds, and on its refusal to so act, it may be compelled thereto by mandamus.

Fort Dodge Independent School District v. The District Township of Summit -- The Fort Dodge District brought suit against the Board of Supervisors of the District of Summit. The plaintiff owned real property in trust and used the profit to finance college education for needy students. The School District attempted to recover previously paid taxes from the County and stop further collection. The Court was faced with the issue of deciding whether or not the profits from real property held in trust were used to reduce taxes. A decision was rendered in 1940 in favor of the defendant because the judges reasoned that the income received by the school did not reduce taxes (21, p. 544).

School district as trustee--individuals as cestuis--property not exempt. A school district which held real property in trust to use the income for college scholarships could not, in a mandamus action against the county supervisors, recover taxes paid on the property and prevent further collection of taxes on the ground that the property was exempt from taxation under a public purpose, the beneficiaries of the trust being the recipients of the scholarships, with the trust standing in the same position as if vested in any other qualified trustee.
**District Township of Honey Creek v. Floete** -- In 1882 the District Township of Honey Creek filed suit against Floete, who, as Treasurer of Delaware County, improperly distributed tax money. Taxes were paid for school support to the County in which the area was located, but the receipts should have been paid to the Treasurer of an adjoining County because of territorial assignment. The issue: Was a portion of the tax money improperly paid? The judges of the Court held in favor of the plaintiff. Mandamus proceedings compelled the correction; the error was a mistake and statutory limitations had not expired. Mandamus in this case also refers to property tax (22, p. 109).

**Territory in another township: Right to taxes arising from.** Where one of the subdistricts of a district township embraced territory in another township and county, and taxes for the contingent and teachers' fund had been levied upon such territory and paid into the treasury of the county in which it lay, and the treasury belonged to the district township to which the territory was attached, and for the support of whose school the taxes were levied and paid and the money apportioned, and that the treasurer, refusing to pay said district township upon the proper warrants therefor, could be compelled by mandamus to do so.

**Grout v. Illingworth** -- In 1906 Grout initiated proceedings against Illingworth, who was County Treasurer of Black Hawk County. The plaintiff brought action to restrain the defendant from imposing a tax on his property. He claimed that said property was not included in the East Waterloo School District until April 15, 1904, and that he was not a resident of the District at the time of election, which prevented him from voting. The issue involved a taxpayer who was absent at the time of election and who was assessed property tax at a later date. The Court ruled in favor of the defendant inasmuch as the plaintiff would
receive benefits from the school. The certification of taxes was completed after the plaintiff purchased property within the district (23, p. 281).

Extension of a district: Taxation of property. Property which is brought into a school district by an extension of its limits, prior to the levy of a schoolhouse tax by the board of supervisors, is subject to the payment of the tax even though the owner was not a resident of the district, could not participate in voting the tax and his property was not included therein until after the amount of the tax had been certified to the county board.

Smith v. Powell -- The Township of Brighton Board instructed the District Secretary not to certify a $3,000 tax for the construction of a building which had been mandated by the voters. Smith had initiated a writ of certiorari to force the certification of the tax. Powell was named defendant for the school district. The 1880 issue involved the legality of the instructions given to the District Secretary. A decision was rendered in favor of the plaintiff for the reason that a tax voted by the people must be levied and mandamus is the proper procedure (24, p. 215).

School directors: Illegal act of. Certiorari is a proper remedy where the board of directors in a district township direct their secretary not to certify for collection a tax voted by the electors of the district.

Chappell v. Keokuk Board of Directors -- In 1950 the voters of the Keokuk School District approved a schoolhouse tax (2.5 mills) for a period of ten years. Chappell brought court action to stop the certification of the tax after a two year period. The district court granted an injunction and the Keokuk Board of Directors appealed to the Iowa
Supreme Court. The issue: Does a continuing tax levy violate the law? The Court ruled in favor of the defendant for the reason that the law does not place restrictions on this levy, and it speaks of the element of time as "plural." Chapter 278, Code of Iowa, also relates to the authority of the voters (25, p. 230).

Authorization for levy of tax for term of years may be terminated or modified at another election. Where voters have authorized levy of schoolhouse tax for a number of years, they may at any regular election or special election called for that purpose order the tax terminated or modified.

Voters empowered to vote schoolhouse tax for term of years under Section 278.1, C., '46. Code Section 278.1, C., '46, authorizing a schoolhouse tax of two and one-half mills in any one year, having no express or implied limitation in the number of years, empowers the voters to vote a schoolhouse tax for more than one year.

Keefner v. Porter -- A suit in equity was initiated in 1940 by Keefner to prohibit the State Treasurer and State Comptroller from carrying out their mandated duties in making agricultural land tax payments. This money was paid to relieve the agricultural tax burden when the tax exceeded a given millage. The case was presented to the Court on the grounds that appropriations were used for private interests of taxpayers and not for public purposes. The issue: Was the Iowa Constitution violated? The Court held for Porter since payments were made to the taxpayers of all school districts. Legislative authority in the matter of appropriations was sustained (26, p. 844).

Equal protection of laws--agricultural land credit act--arbitrary classification. The Agricultural Land Credit Act granting tax benefits only to agricultural land located in independent school districts are not to agricultural lands lying within consolidated districts held violative of the
equal protection clause of the constitution since the classification adopted in that act is based solely upon the location of the property, and the basis for such classification has no reasonable relation to the purpose of the act, namely, 'equalizing the burden of taxation to be borne by agricultural real estate.'

**ReDille v. Polk County** -- ReDille owned five blocks of land which was used by the Highland Park College in Des Moines. He brought suit claiming the property should not be taxed inasmuch as it was used by a private school. The issue: Shall property which is used by a private college be exempt from property tax? The Court held in 1903 for the defense; the reason being the land was not owned by the college. It was also held by the owner to earn a profit at a later time (27, p. 575).

Exemption from taxation. Property devoted by the owner to private school, with a view to individual pecuniary profits, is not exempt from taxation under Code Section 1304.

**Tort Liability**

Tort liability is a wrongful act, injury, or damage for which civil action can be brought against the wrongdoer. For many years the Iowa public schools were immune to this liability because they were considered to be agencies of the state. The Court cases present a history of tort liability.

**Boyer v. Iowa High School Athletic Association** -- This case was presented in Chapter III, Page 27, inasmuch as it pertained to quasi-corporations, as well as tort liability. The information will not be repeated; however, three case issues pertaining to tort liabilities are presented (28, p. 285).
Immunity of high school athletic association. A high school athletic association is not entitled to governmental immunity for torts, where it does not appear the association is recognized by statute as an arm or agency of the state created by legislative enactment.

Governmental immunity. Governmental immunity doctrine is applicable to schools and school districts because they are quasi-corporations—an agency or arm of the state created by legislative enactment.

High school basketball tournament a governmental function. Holding a high school basketball tournament was a governmental function, not a proprietary one.

Montanick v. McMillin — An Ottumwa truck driver was charged with negligence, resulting from a truck-bicycle accident in which a student was injured. McMillin allowed his truck to leave its normal course of travel, striking Montanick. The defendant was working for Wapello County and the truck was the property of that governmental agency. The district court ruled in favor of the plaintiff, and the defendant was ordered to pay Montanick $5,000. McMillin appealed the case to the Supreme Court of Iowa in 1938. The issue: Can a person working for the county be more negligent than the county? The defendant lost his case; the Court reasoned that an employee is liable for a wrong to another person (29, p. 442).

Governmental employees—personally liable for torts—governmental immunity denied. A governmental employee committing a tortious act which causes injury to another in violation of a duty owed to the injured person, becomes, as an individual, personally liable in damages therefor.

Casteel v. Town of Afton — An athletic field owned by the Town of Afton lay adjacent to the property of Casteel. He charged that his garden,
fences, and fruit trees were destroyed by those using the athletic field. An injunction was initiated to stop the recreational activities on this particular site. The issue: Is it reasonable to issue an injunction in this case? In 1939 the Court held that it was not proper to issue an injunction to restrain all activities. An athletic field is conducive to good health and the general welfare of a community; however, its operation can result in a nuisance for which the town is responsible. The Town of Afton was told that it must pay the plaintiff for actual damages to his property (30, p. 61).

Playgrounds—athletic fields—not per se nuisances. Playgrounds and athletic fields are of advantage to the health and well-being of a community and are not per se nuisances, though they can be so conducted as to become nuisances.

**Ness v. Independent School District of Sioux City** -- The Sioux City Board of Education constructed a junior high building adjacent to the property of Ness. In 1941 Ness brought charges, stating that the manner in which playground activities were conducted resulted in children trespassing on his property, causing damage to his flowers, garden, and trees. The issue: Is a municipal corporation responsible for nuisances? The Court held for Ness and the Sioux City Board was directed to pay a $300 judgment. The case of Casteel v. Town of Afton was cited by the Court in its decision (31, p. 771).

Governmental agency—liability for private nuisance. Where a school district conducts a playground in such a manner as to constitute a private nuisance to an adjoining property owner, it is liable for damages since the majority rule is that the immunity of a governmental agency for liability for negligence in the exercise of governmental functions does not exempt it from liability for a nuisance created and maintained by it.
Religion

The separation of church and state has long been recognized as established by the United States and Iowa Constitutions. These documents did not convince some people regarding the issue because cases were brought to the attention of the Supreme Court of Iowa.

**Knowlton v. Baumhover** -- Knowlton brought charges against Baumhover relative to the use of public funds to finance sectarian teachers. A two story building was located next to a Catholic church which was only partially used by that order for the purpose of educating children. The public school district rented some rooms from the church and the Board of Education employed a Catholic sister and paid her salary from public tax funds. The issue: Can a sectarian teacher be paid from a public fund? The Court held in 1918 that public money could not be used to pay the salary of a Catholic nun. Reasons for the decision included constitutional separation of church and state and statutory provision (32, p. 691).

Public school funds—appropriation for sectarian purposes. The carrying on with public school funds of a public school, in conjunction with, and as a part of, a parochial school, devoted in part to sectarian teaching, is wholly illegal, and no lapse of time, and no acquiescence of the people therein, will give it validity.

**McLang v. Harper** -- An effort was made by McLang to enjoin the Sioux City School District from renting a vacant building to a Jewish federation as a community center. He charged that Hebrew language and history were taught in the building. The issue reviewed by the Court included the
teaching of Hebrew and the history of religion. The Court ruled in 1945 in favor of the Sioux City School District. All judges concurred. The Court reasoned that benefits were made available to both children and adults. The federation permitted all groups, lodges, societies, and all other organizations to use the building as a meeting place. There were no restrictions relative to color, race, or creed, and no religious training was incorporated in the teaching of Hebrew and history (33, p. 1006).

Authority to use schoolhouse as community center—
Section 4371, C., '39, as amended. The facts are reviewed and it held that a certain schoolhouse was used for community and not sectarian religious purposes and that under Section 4371, C., '39, as amended by Chapter 166, 49 G.A., such use was proper.

Approval of Schools

The approval of schools for state aid payments was mandated by law. The decision in this case resulted in the creation of current school standards through legislative enactment.

Lewis Consolidated School District v. Johnston -- This case related to standards and state aid. The legislature had created a statute which required the State Board of Public Instruction and State Superintendent to establish rules for the approval of schools. This was accomplished and the Lewis Consolidated School District was disapproved for noncompliance of the rules, which resulted in the loss of state aid. In 1964 the plaintiff sued to keep its financial aid. The issue: Was Iowa law constitutional in mandating the establishment of rules for governing
schools? The Court rendered its decision in favor of the plaintiff for the reason that the power of making rules is a form of legislative power. The legislature cannot delegate its power to make law. Article III, Section 1, Constitution of Iowa, gives legislative power to the legislature. Declaratory judgment was proper (34, p. 236).

Declaratory—judgment action—justifiable controversy and injury shown. Where plaintiffs are citizens and taxpayers in a school district that has been compelled to reduce the number of its grades by threat of withholding state funds, causing the district and its taxpayers to expend funds in tuition to other schools, there was a sufficient showing of a justifiable controversy and present interest and injury to permit them to maintain a declaratory-judgment action for a determination of the validity of the statute they challenge.

Statutes—standards in other school laws not applicable to statute pertaining to authority of state board. Statutes dealing with government of schools not maintaining high schools, with state aid to transportation, requirements which schools must meet as basis for allocating aid from state funds, giving boards of directors the right to prescribe courses of studies, inspection of schools, and setting up standards to be met are not in pari materia with the statute pertaining to responsibilities of the superintendent of public instruction and the formulation of standards, regulations and rules for all schools, or indicate a legislative intent to make the standards set up applicable to the statute under consideration.

Statute conferring powers on state board without setting up standards—unconstitutional. Statute authorizing the superintendent of public instruction to formulate standards, regulations and rules for the approval of all schools and remove schools from the approved list for state aid and funds, leaving the officials to their own interpretation of what is needed and proper and giving them authority to inflict severe penalties without providing sufficient guides, is unconstitutional.
CHAPTER V: BOARDS OF EDUCATION

Historically, school boards are an offspring of the committees which were established by New England town meetings to deal with school problems. Their creation was due to the complexity of school management and the inability of the committees to cope with the educational problems which had grown in volume and scope.

The courts, state legislatures, and state constitutions have defined education as a state function. The Federal Constitution passed this responsibility on to the states in an indirect manner. Consequently, education is under the management of the legislatures. Each local board of education has been identified as a state and local agency. Its membership is subject to the electorate.

In Iowa, citizens nominated for a board position shall possess the same qualifications as an eligible voter. These qualifications are:

1. A citizen of the United States
2. At least 21 years of age
3. A resident of the state at least six months, of the county sixty days, and of the local district ten days.

Section 275.35(2), Code of Iowa (35), requires a seven-man board in all or part of a city of fifteen thousand. The electorate may authorize a seven-member board in any other district if they so desire. All other districts have five-member boards. These provisions are found in Sections 277.25 and 277.30, Code of Iowa (36).

The terms of board members rotate and are so scheduled that an entire board is not elected at one time. Members usually serve three year terms.
The Supreme Court of Iowa stated that the courts only act on unreasonable and arbitrary issues and not on the expediency of board regulations (37). Discretionary acts were not the concern of the courts relative to board action in adopting regulatory rules of conduct and management of a school (38). Many Iowa Supreme Court cases somewhat govern the actions of school district directors. The Court ruled that a board of education has the authority to adopt rules governing the action of pupils and for its own government (39).

Authority and Compliance

School board members are considered officers of the state and are provided with authority to conduct the business affairs of school districts. Their jurisdiction is also somewhat limited by the Federal and State Constitutions and by law. The extent of their authority has been constantly challenged in the Court.

Waterloo Board of Directors v. Green — The Waterloo Board of Education had established a rule which prohibited married students from taking part in extra-curricular activities. Green was denied the privilege of participating in basketball due to his marriage. He brought suit against the District and was awarded a lower court decision. The Board of Education appealed the case to the Iowa Supreme Court. The issue: Does the Waterloo Board of Education have the statutory authority to make a rule which prevents married students from participating in extra-curricular activities? The Court, in a 1967 decision, held for the school district. The state vests authority in a board to operate its own school. A board
also has the authority to adopt rules governing the action of students.  
Finally, the activities which affect the government of the school come  
under the direction of these officials (40, p. 1260).

Directors vested with authority to adopt rules governing itself and pupils. Operation of public schools under and in  
accord with the statutes is clearly vested in the directors, the governing body, having authority to adopt rules for its  
own government as well as all its pupils.

Board's power to govern activities outside schoolrooms or playgrounds. School boards can exercise only that authority  
conferred by law or implied therefrom, and it is not within their power to govern or control the individual conduct of  
students wholly outside the schoolroom or playgrounds, however, conduct of pupils which directly relates to and affects  
management of the schools and its efficiency is a matter within the sphere of regulations by school authorities.

**Herrington v. District Township of Liston** -- Transaction of business by boards of education has long been challenged in the courts. As early as 1877 the Court decided that valid board action required a majority vote of a board duly in session (41).

**Furnace Company v. District of Seymour** -- In 1896 the Supreme Court of Iowa concurred with the previous decision of 1877 when it said that the president and secretary of a board of education could not bind the district by issuing contracts. Authorization for a transaction was required from a board officially in session (42).

**Looney v. Consolidated Independent School District of Cromwell** -- Boards of education may authorize board officials to act for them. In 1920 given territories of Adams and Union Counties were reorganized into a consolidated district, known as Consolidated Independent School District
of Cromwell. Subsequently, a bond issue was passed to build and furnish a schoolhouse. The Board of Education purchased a site for the construction of the schoolhouse from Looney, and the President and Secretary were instructed to make payment and obtain a warranty deed. At this point the citizens had second thoughts about consolidation and construction and proceeded to elect board members who were for the abandonment of the bond issue. The newly elected Board contended that the bond issue and purchase of site were illegal and void, and instructed the Treasurer not to accept the proceeds from the sale of bonds. The Board President tendered the deed to Looney. Looney then brought suit against the District claiming that the site transaction was legal and proper and demanded payment. The issue: Can ministerial power be given to a board president and secretary? The Court ruled for the plaintiff inasmuch as a board of education is empowered to delegate its president and secretary to act in a ministerial capacity. The Board as a whole had selected the site upon payment for same (43, p. 436).

Officers--delegation of authority. A school board may very properly delegate to its president the authority to receive a deed to property purchased by the board and to deliver the warrant in payment for such property.

Independent School District of Cedar Township v. Wirtner -- In 1892, Wirtner visited with two sub-directors and the President of the Board of Cedar Township, and upon verbal agreement commenced teaching school. At the conclusion of the first teaching day she went to the President's home to pick up her contract which was to have been placed in writing. The President refused to issue a written contract and proceeded to seek
counsel in Iowa City without the consent of the directors. The President was determined to terminate the services of the teacher and in behalf of the Board brought the case to Court. The Court ruled in favor of Wirtner and in so doing stated that the President had no right to bring this case to the attention of the Court without first receiving consent from the Board. The Court reasoned that a board president shall appear in behalf of his district in all suits brought by or against the district; however, this does not permit him to begin court action without official approval of the board. Responsibility for payment of court costs rests with the president if board approval is not obtained prior to court action (44).

**Gallagher v. Holley Springs School Township** -- In 1916 a required reorganization petition was presented to the County Superintendent and approved. An election was held and the issue carried. Gallagher claimed the proceedings were not valid. His reason was that the President of the Board directed one of his members to notify the remaining members of a special meeting held for reorganization. The appointed member made all but one contact by telephone and in ample time. One member was in California and could not be contacted. The issue: Is oral notification of a board meeting official? The Court ruled in favor of the School District due to the fact that even though notice must be delivered, notification is not void when given by telephone. An oral notice is as good as a written one, and the meeting was legally conducted. The term "delivered," which appears in the statute, does not imply that the notice must be written (45, p. 610).
Notice required—statute—construction. Oral notice of the time and place of a special meeting of the board of directors of a school corporation, under Section 2757, Code Supplement, 1913, is sufficient. The fact that the statute requires the notice to be "delivered" to each member does not imply that the notice shall be written notice.

Kesselring v. Mooreland -- An injunction was issued in Guthrie County to prevent the opening of two rural schools. The schools were closed because of an insufficient number of students. The School District appealed the case to the Supreme Court in 1948 for a decree allowing the injunction. The issue: Shall an injunction be filed to prevent the operation of a school and the employment of teachers? The Court ruled for the plaintiff. The contracting of a teacher and the opening of school are business matters of a district. Routine business affairs are not to be curtailed by a temporary injunction (46, p. 1156).

Opening of school—injunction—notice required. The opening of a school or the contracting with a teacher would seem to be a part of the general and ordinary business of a school corporation and should not be stopped by a temporary injunction without notice as required by Rule 326, RCP.

Herbst v. Held -- Official business of a de facto board was considered by the Iowa Supreme Court in 1922. The Hinton School Corporation had reorganized the school boundaries and voted a bond issue to construct a new schoolhouse. The old Board continued to serve without an election of new school officers. The President of the Board certified taxes to the County Auditor in the absence of the District Secretary. Herbst challenged the action and sought to restrain tax collection. The issue: Can a de facto officer conduct the business of a school district? The Court decided in favor of Held, who was President of the Board of
Education. It reasoned that the defendant was a de facto officer. The County Treasurer and Auditor were not de facto officers. Their business transaction of tax collection could not be subject to collateral attack (47, p. 679).

Officers--officers de facto without election or appointment. The board of directors of an independent school corporation which has been supplanted by the official organization of a new and larger district, became de facto officers of the new corporation by openly, notoriously, in good faith, and with the apparent acquiescence of the people, acting for and on behalf of such new corporation. The acts of such de facto officers may not be collaterally assailed.

Menlo Board of Directors v. Blakesley -- The Iowa Supreme Court ruled on a resignation issue of the Menlo Board of Education in 1949. Four members of the Board filed their written resignations with Blakesley, Secretary of the Board, after failure to re-elect the former Superintendent, and after electing a new Superintendent. Two days prior to this a fifth member had resigned to become a member of the County Board. Blakesley conferred with the County Superintendent and posted notices of election to fill the vacancies. Shortly thereafter the Board members approached the Secretary and withdrew their resignations. The notices of election were removed. The resigned Board Members brought suit against Blakesley, contending their resignations were not accepted by a board or school official and therefore they were entitled to retain their positions. The issue: Does the filing of a resignation with the Secretary of a board constitute an immediate vacancy and must the vacancy be accepted by school officials? The Court ruled in favor of Blakesley. According to Section 277.29, Code of Iowa, a written resignation, when
filed, creates an immediate vacancy (48, p. 910).

School board—vacancies created by resignation—effective immediately. The written resignation of members of the board of directors of a consolidated school district created vacancies on the school board immediately upon the filing thereof with the secretary of the board without the necessity of an acceptance by the board or an official, and the resigning members had no authority to act in the filling of any vacancies on the board.

Bellmeyer v. The Independent District of Marshalltown -- Boards of education have had the authority to prescribe curriculum throughout the history of this Country. As early as 1876 the Supreme Court ruled on a case which gave boards of education the authority to demand that music be included in the curriculum. The Board was permitted to purchase an instrument from unappropriated funds (49).

Neilan v. Sioux City Board of Directors -- Neilan initiated mandamus against the Sioux City Board of Education. He sought to have bookkeeping taught in the junior high. The proposition had been submitted to the voters of the District and carried by a majority vote. The plaintiff claimed that the only way to teach bookkeeping was by using a daybook, ledger, and journal, and demanded their utilization. This was being done in all grades except seven and eight. The issue: Was the Board of Education carrying out the mandate of the people? The Court ruled in favor of the Board of Education and reasoned that the District was teaching bookkeeping. Text selection is a matter for the board, according to statute, as is the manner of instruction. Mandamus covers a broad area; however, in this case it relates to curriculum (50, p. 860).
Court of study—discretion—mandamus. The directors of a school district have a fair discretion as to the method to be employed in teaching a subject which the electors have directed to be taught—a discretion not controllable by mandamus.

Johnson v. School Corporation of Cedar -- Johnson, a salesman, solicited a number of Calhoun County board members to sign contracts for supplies. The board members represented their sub-districts and signed individually. All supplies were delivered and used; Johnson sought to collect. The School Corporation of Cedar refused to pay because of irregularities, or because individual members signed contracts with the salesman when a master contract was claimed to be proper. The President and Secretary attempted to make payment by issuing a warrant but remaining members of the Board failed to agree. The issue: Is it permissible for the President and Secretary to pay for the supplies when the remainder of the Board will not take formal action? A decision was rendered in 1902 which held with the defendant. Official action of a board of education is necessary to make payment (51, p. 319).

Warrants--legality. A warrant executed by the president and secretary of a school board without the authority of the rest of the school board, in payment for school supplies, contracted for by a majority of the board is void.

Moore v. Independent District of Toledo City -- The question of whether or not a board of education may legally employ one of its members to supervise a construction project was decided by the Court in 1881. A contract was awarded to Billings for the construction of a schoolhouse. The contractor posted bond and started construction, but abandoned the project prior to completion. The Board of Education proceeded to make
arrangements to complete the building and employed one of its members, Moore, to supervise the construction and purchase the necessary materials. At the completion of the project Moore brought suit against the District for nonpayment of services rendered. The issue: Does a board of education have the authority to contract with one of its members to supervise the construction of a building and make payment for said services? The Court ruled in favor of the School District, stating that the law cannot be evaded and one member of a board selected to make decisions, which must by statute be performed by a board. (52, p. 654).

Powers of directors—right to compensation. The board of directors of an independent district have no power to employ one of their number to oversee the completion of a schoolhouse abandoned by the contractor, and bind the district for his payment, nor can he recover from the district for services so rendered.

State of Iowa v. Wiek -- A New Hartford board member by the name of Wiek acted as a salesman of textbooks and supplies to students of the district. It was brought to the attention of the State of Iowa, which brought suit against him, charging that this was an illegal practice. Wiek claimed that he was conducting this business upon appointment by the Board as its agent or representative. The issue: Is it legal for a board of education to select one of its members to represent it and sell books and supplies to the students of the district? A decision was reached by the judges in favor of the State. This 1906 decision was based on statutory interpretation (53, p. 31).

Sale of books by director—criminal offense. Code, Section 2834, applies to and prohibits a school director from engaging on his own account in the sale of school
books and supplies to the pupils, and is not limited to directors acting as agents of the board under Code, Section 2824.

Kennedy v. The Independent School District of Derby Granger -- The official capacity of a school district treasurer was determined in 1887. Kennedy furnished materials and labor in the construction of a schoolhouse in the District Township of Julien. The District owed him an amount exceeding $350. During the building process the District reorganized and no division of assets and liabilities was taken into account. Mandamus was initiated by the plaintiff to force the directors of the original sub-districts of Derby Granger to schedule a meeting and determine a fair and equitable amount to be paid him by each sub-district. A meeting was held and apportionments made, which were favorably supported by all except the District of Asbury. The District of Asbury claimed that notices pertaining to the matter were delivered to its District Treasurer rather than to the Board and therefore this notice was inadequate. The Asbury District therefore felt it was not obligated to pay its pro rata share to the contractor.

The issue: Is the treasurer of a school district a school officer? The Court decided in favor of the plaintiff. A treasurer is not merely an employee but an officer. He is an officer of a municipal corporation as established by law. Notice served upon him is served upon the district (54, p. 189).

Officer. The treasurer of a school district is an officer thereof, and service of an original notice upon him in an action against the district constitutes service upon the district.
The Consolidated School District of Glidden v. Griffin -- The absence of a board member at a meeting where a superintendent was hired has been challenged in our Court. The Glidden Board met and elected Griffin as superintendent for a two year period. Two replacements were elected to the Board at a later date and duly sworn in. A month later the re-organized Board passed a resolution declaring the contract of the Superintendent null and void. One member of the Board was in California at the time the Superintendent was contracted. He claimed the employment of the Superintendent was void due to his absence. The issue: Is it proper to delay the business of a school district due to the absence of a board member? In 1925 the Court ruled in favor of Griffin and reasoned that employment of teachers is a normal business function and should not be delayed because of the absence of a board member. The decision was unanimous (55, p. 63).

Meetings--failure to notify director. The action of a school board at an annual meeting will not be invalidated because a member was not notified of the meeting because he was absent from the state and his whereabouts were not definitely known.

Finance

Several problems concerning finance which would have resulted in the levy of an additional tax were brought to the attention of the Supreme Court. Other cases dealt with the management of public funds.

Nelson v. Sioux City Board of Directors -- A teachers' retirement system was established in the Sioux City school system in accordance with the statutes. Teachers contributed one per cent of their salaries and the
balance was supplemented by the District. In 1950 the Congress of the United States provided social security for teachers and the State of Iowa entered into this agreement. The Board of Education went on record to liquidate the fund by investing the amounts collected into the social security program. It was necessary to increase the voluntary retirement age to 65. A portion of the program would be continued to care for those who had already retired. Nelson attempted to prevent the termination of the retirement program by bringing the case to Court. The issue: Does a board of education possess the authority to alter the retirement program? A decision was rendered in 1955 in favor of the defendant. Authority rests with a board to alter the retirement program. It acquired a better program for its employees, and there was no evidence that the Board handled the situation improperly (56, p. 1079).

Teachers' pension—rights acquired are not vested. Teachers who have been members of a pension annuity and retirement system established by a city independent school district but who have not retired, and no such vested or contract rights in the local system or in pensions thereunder as to make invalid the liquidation plan adopted by the board which abolished the system, repaid the amounts they had paid in and substituted the social security system.

**Rural Independent School District of Eagle v. Independent School District of Bankston** — School district reorganization was approved by the voters in an area of Dubuque County in 1926. The Independent District of Bankston was formed from portions of several districts; however, at the same time an area of that original district was extracted to become a part of the Rural Independent School District of Eagle. Bankston school officials employed legal counsel to assist in the proceedings. Iowa statutes pro-
vide for the division of assets and liabilities following school district reorganization and it was during these proceedings that the citizens of the District of Eagle challenged the legality of a school district to employ legal counsel. The District wished to recover a portion of the expenditure as its assets. Refusal of the Bankston Board to make settlement resulted in Court action for recovery of funds. The issue: Is it legal to expend money to employ legal counsel? A decision was rendered in favor of the defendant. The Court reasoned that a school district is a corporation and may sue and be sued. Consequently, legal counsel may be employed (57, p. 286).

Powers of board—employment of counsel. The board of directors of a school corporation has implied power in good faith to employ attorneys to defend against the proceeding for the dissolution of the district and to contract for a reasonable compensation for such services.

Directors—powers—employment of county attorney. School boards are under no mandatory duty to secure the services of the county attorney in litigation affecting the corporate affairs of the school districts, even though the statute (Sec. 5180, Code of 1924) does require such officers to give legal advice to such boards.

American Insurance Company v. Stratton -- A rural board of education purchased school building insurance at a time when the law did not provide for payment of insurance. The company was given a promissory note; however, the Board failed to meet its financial obligation. The American Insurance Company brought suit to collect. The issue: Are board members personally liable when they exceed their purchasing authority? In 1882 a decision was rendered in favor of the plaintiff. The Court reasoned that board members are liable when they exceed their purchasing authority (58, p. 696).
Statutes construed. Chapter III, Acts of 1882, which legalizes all contracts made by school officials for insurance of school buildings, as well as all orders, warrants, and other evidence of indebtedness issued therefor, was not intended to render a district liable for the personal obligation of its officers, such as the note sued on in this case.

Austin v. District Township of Colony -- The voters of the District of Colony approved an issue to construct a schoolhouse not to exceed $2,000. Unanticipated expenditures caused the Directors to borrow $495 from Austin, who charged interest at a rate exceeding the statutory maximum of six per cent. The Board did not compensate Austin because the building cost had exceeded the amount approved by the people. Austin initiated court proceedings to recover the amount due him. The issues:

Is it legal to borrow money to meet the financial obligations of a district? May interest rates in excess of the statutory maximum be charged? A decision was rendered in 1879 in favor of the plaintiff who was paid $495 at six per cent interest. The Court said that the Board had established an illegal debt; however, money can be borrowed to meet a financial obligation. Interest rates may not exceed the statutory limit (59, p. 102).

School district: Power to borrow money: Liability upon this order. The directors of a school district have power to borrow money to discharge a debt which has been legitimately created and are authorized to pledge the credit of the district for that purpose.

Interest. They cannot, however, make the obligations evidencing such a debt bearing a higher rate of interest than 6 per cent.
Boynton v. District Township of Newton -- The District Township of Newton owed Boynton for the construction of a building, which was to be paid from the schoolhouse fund. Boynton brought action to force the Board to levy a tax to pay for the construction. The issue: Must a tax be levied to meet a financial obligation? The Court ruled in favor of the plaintiff and contended that construction was reasonable, legal, and justifiable. Mandamus is the proper procedure (60, p. 510).

Against school district officers. The directors of a school district township on their refusal to levy a tax for the payment of a judgment recovered against it, may be compelled thereto by mandamus, the electors of the district having failed and refused to provide therefor, by voting the necessary tax. Section 3275 of the Revision applies as well to school districts as to other civil corporations.

Drew v. School Township of Madison -- This 1901 case pertained to an issue involving an expenditure to construct a schoolhouse pursuant to the vote of the people. The School Township of Madison, located in Winneshiek County, owned five buildings, but three were old and not repairable. A bond issue was favorably voted upon in the Winneshiek County School District. Following the election there was much discussion among the patrons of the District about further reorganization. The Board then proposed dividing the district into eight sub-districts. Drew appealed this proposed reorganization to the County Superintendent, who ruled that the electors had authority to create the proposed sub-districts. After his decision the Board proposed to raise added funds to construct three additional schoolhouses. This proposal was defeated by the electorate of the District. The Board felt the bond issue was defeated due to the
location of sites and therefore selected a committee to recommend sites for the construction of buildings. The recommendation of the committee resulted in an election in which the sites were rejected. The Board then met in special session to consider new sites but failed to succeed. Drew then brought suit to force the Board to construct buildings on the sites originally voted by the people. The issue: Can a board expend funds in a manner other than voted by the people? A decision was reached by the Court which stated that the defendants could not expend funds differently than voted upon for the reason that the voters of the district did not grant this permission at the polls (61, p. 721).

Division of funds—injunction. School officers cannot divert funds to some other purpose than that for which they are voted by the electors, and an injunction will lie to restrain such a threatened diversion of funds.

Hansen v. Independent School District of Holstein — Hansen served as treasurer of the Holstein District. He deposited the District's money in a bank which became insolvent. Upon termination of his tenure and as a part of his conditional settlement, he paid the District $732, with the understanding that he would be reimbursed after the District was paid by the bank. Failure of the Board to comply caused Hansen to bring suit for recovery of the money. The Board accused him of incompetently handling District funds. The issue: Did the plaintiff exercise due care in handling the school funds? The Court ruled in favor of Hansen because he was found to be competent in the management of funds (62, p. 265).

Deposit of district funds—liability of treasurer. A school treasurer, obligated by his bond to exercise reasonable diligence and care in the preservation and disposal of moneys, securities, and other property of the district, is
not guilty of any breach of official duty in depositing funds of the district in a bank, so long as he acts in good faith and without negligence in making such deposits.

Stevenson and Rice v. The District Township of Summit -- Stevenson and Rice contracted with the District Township of Summit to construct a schoolhouse. The Board of Education had agreed to make three installment payments, and the building was constructed according to specifications. Later, one segment of the District was reorganized and became an independent district under the provisions of law. Stevenson and Rice brought suit against that portion of the district which reorganized and became a part of another district. The defendant contend the plaintiffs could not hold it liable. The issue: Could the plaintiffs hold a claim against the district which became part of another district due to reorganization? The Court ruled in favor of Stevenson and Rice.

A division of assets and liabilities must be agreed upon following boundary reorganization. The contract was valid and all proceedings appeared to meet the statutory requirements (63, p. 462).

Contracts--organization of independent district. The organization of one of the sub-districts of a district township into an independent district according to the method pointed out by the statute, does not affect the right of a party holding a claim against the whole district as originally constituted, and he may enforce it accordingly.

District Township of Taylor v. Morton -- Morton, school treasurer, had School District money stolen from his home through no fault of his own. The Board did not go on record to relieve him of the responsibility. The issue: Does a board of education have the authority to relieve a
school official of responsibility when money is stolen? The Court de-
cided in favor of the plaintiff. There is no authority by statute to
discharge an official of this responsibility. This is why school districts
bond their employees at the present time (64, p. 550).

Power to release debt. The directors of a school district
have no power, in the absence of any consideration, to direct
the release from liability of one justly indebted to the
district.

**District Township of Bluff Creek v. Hardinbrook** -- In 1874 the Court
ruled that the Treasurer of a school district was liable for all the
money he handled in the capacity of that position (65).

**Fraud**

Cases involving fraud were seldom referred to the Supreme Court.
The decision of the district court was usually accepted as final.

**Scott v. Independent School District of Harding** -- The subject of fraud
came before the Supreme Court in 1894. The Harding Board of Education
and a contractor jointly cheated and defrauded the District through the
improper use of building construction transactions. The Board attempted
to defray attorney and court costs for itself from tax funds in a pre-
vious case. Scott brought suit charging that the use of public funds to
defend a board of education wilfully promotes fraud. The issue: Can
district funds be used to employ legal counsel for school officials who
are guilty of fraud? A Court decision was rendered in favor of the
plaintiff because of statutory provisions pertaining to fraud (66, p. 156).
Power to pay counsel. Code 1740 does not authorize directors to pay counsel fees or court expenses incurred in defending a fraud perpetrated by the directors upon the district.

Runyan v. Farmers Bank of Liberty Center -- The Iowa Supreme Court ruled in 1942 that school district funds, when embezzled by a bank official, are a liability of the bank. The amount is to be reimbursed from the state fund which guarantees public deposits if the bank is unable to make restitution (67).

Independent Consolidated School District of Dow City v. Crawford County Trust and Savings Bank of Denison -- A case involving the misappropriation of school funds was decided in 1942. The School Treasurer, who was also an employee of the Crawford County Trust and Savings Bank of Denison, misappropriated school funds. He did this by issuing several checks to himself and another check made payable to the bank, for which he obtained cash. The Independent Consolidated School District of Dow City brought suit against the bank in an effort to recover the misappropriated funds. The issue: Is a depository bank liable for unlawful withdrawal of school funds without its knowledge and participation? The Court decided in favor of the defendant and reasoned that the bank was not aware of the participation (68, p. 506).

Unlawful withdrawal of funds--nonparticipation by depository. A bank which is the depository of school funds is not liable to the school district for the unlawful withdrawal of such funds by the school treasurer without proof of participation, knowledge or notice on the part of the bank.
CHAPTER VI: BUILDINGS AND GROUNDS

Property may be acquired and held by school districts which are quasi-corporations of the state. The various school districts hold title to all property as agencies of the state. Property control is actually under the jurisdiction of the legislature in that legal ownership is in the name of the state. There are no contractual relations between the state and local school districts.

The statutes of the State of Iowa provide that each board of education act in a trustee capacity for the public at large. Authority to build includes the right to purchase land for playgrounds and other educational needs.

School boards have the authority to carry on the business of a district. They may insure property against such hazards as wind, fire, and severe storms. The sale and purchase of property requires approval of the voters, except that a site can be purchased from the receipts of a one mill site levy. This levy can be implemented through official approval of the board.

The statutes have not permitted the construction of a bus barn other than by a vote of the people. It has also been impossible for districts to legally build dormitories in Iowa.

Bids

The letting of bids has been a common practice since the creation of school districts in Iowa. Technicalities arose in some instances,
which resulted in Court decisions that serve as a guide for bidding procedures.

**Hanlin v. Independent District of Charles City** -- In 1885 the Iowa Supreme Court rendered a decision relative to a controversy in the awarding of a contract to the lowest responsible bidder. The Charles City School District advertised for bids for the construction of a schoolhouse. The Board of Education reserved the right to reject any and all bids. The Board failed to award the contract to the lowest bidder through error. Hanlin was the lowest bidder by an amount of $300 and asked that the contract be awarded to him. The issue faced by the Court: Was the contract legally awarded? A decision was rendered in favor of the Board of Education. The Court reasoned that the plaintiff knew the Board of Education reserved the right to reject any and all bids. Plaintiff could not force the Board to award him the contract. The defendant had full and complete jurisdiction of the matter and there were no just grounds for reversal of the award (69, p. 69).

**Awarding contract for schoolhouse mandamus.** Where the school board, in inviting proposals for the erection of a schoolhouse, stated: The contract will be awarded to the lowest responsible bidder. The board reserves the right to reject any and all bids, held that mandamus would not lie, at the instance of one who claimed to be the lowest responsible bidder to compel the board to award the contract to him.

**Weitz v. Independent District of Des Moines** -- Five years later a similar case was considered by the Court. The Independent District of Des Moines advertised for bids for the purpose of constructing a high school building. Weitz submitted a bid and was awarded the contract, even
though one bidder submitted a lesser figure. The Board rejected the
lowest bid because it believed it was submitted by an irresponsible
person. Weitz did not have a written contract showing the time of com-
pletion and payment schedule as required by law. Upon further inves-
tigation of the bids, the Board found it was in error and that Weitz was
not the second lowest responsible bidder. Weitz had in the meantime
commenced construction, and in an effort to correct its error the Board
halted his progress. Subsequently, Weitz brought suit against the
District. The issue: Did the plaintiff possess a contract when it was
not placed in writing as stipulated by law? A decision was rendered in
favor of the District because the statutory requirements for a written
contract were not met. The Court felt the plaintiff was not financially
injured because he had been paid for services and materials rendered to
date. Boards of education are required to accept the lowest responsible
bid (70, p. 423).

School districts--contract for schoolhouse--what necessary.
Under Section 1723 of the Code, a school district cannot
enter into a valid contract for the erection of a school-
house except with the lowest responsible bidder upon his
giving bond for the faithful performance of the contract;
and the mere acceptance of a bid by mistake, which is not
the lowest responsible one does not constitute a contract
with the bidder.

These two decisions, which were rendered within a period of five years,
still stand. Contracts must be awarded to the lowest responsible bidder;
however, the term "responsible" is difficult to determine. School offi-
cials may reject any and all bids.
Sites

Condemnation and location were the most common controversies relative to school district sites. The Court decisions established guidelines for boards to follow.

Haggard v. Independent School District of Algona -- This 1901 condemnation case set a precedent in the State. Haggard was forced to yield a portion of a city lot for school purposes. Acquisition of the fractional portion of the lot by the School District rendered the remaining portion useless to the owner. Haggard was seeking an increase in damages from $250 to $350. The School District contended that it was not responsible for more than the condemned land. The issue: Does the condemnation of given land affect adjoining property? A decision was rendered in favor of the plaintiff for the reason that damages were not limited to the parcel of land acquired by the School District (71, p. 486).

Measure of damages. On an award of damages for the appropriation of half a lot for school purposes, the other half being occupied by the owner's dwelling, the damages are not limited to the value of the land taken, but may include the damage to the entire premises, if occupied as a whole.

Seaman v. Baughman -- A Scott County case was tried by the Supreme Court in 1891 wherein Seaman attempted to restrain the collection of a tax for the purpose of constructing a schoolhouse on a central site. The original building of the District was too remote for the children to attend. A bond issue pertaining to the construction of a centrally-
located schoolhouse was favorably voted by the people. The plaintiff claimed that tax should not be collected due to the fact that the site had not been purchased at the time of the referendum. In addition, he claimed that the new building was not necessary. The issue faced by the Court: Is a bond issue legal at a time when a site is not owned by a school district? The Court decided in favor of Baughman, a school board member, because a site can be purchased by the Board at any time that funds are available. Taxpayers may vote a tax to erect a schoolhouse at a centrally-located site (72, p. 216).

Additional schoolhouse: Necessity. Where a school district two miles wide from east to west had one schoolhouse situated one-half mile east of the center, which was about thirty years old, but in reasonably good condition, yet was too remote for some of the children of the district to attend school, held that the electors of the district were warranted in voting a tax for the erection of a new schoolhouse at the center of the district.

Smith v. Maresh -- In this 1939 case the size of a school site was challenged in the Supreme Court. Smith sought to prevent the Iowa City Board of Education from entering into a contract with the Federal Government for a grant which was to have paid 45 per cent of the costs of a new high school, not to exceed $326,250. The plaintiff's main objective was to locate the new building in the center of the school district. In order to obtain this he brought suit charging the district, naming Maresh, a school official, as defendant, with ownership of a site in excess of statutory limitations. The issue: Must school districts abide by the statutory limitations relative to the size of school sites when a building occupies a portion of it? The judges decided in favor of the
defendant, reasoning that the proposed building would utilize an area of 640 x 350 feet and would not exceed the statutory limitations. The Court also said that a district may retain title to a site which is larger than provided by statute. Finally, boards of education have authority to determine building sites (73, p. 552).

School site--title valid as to part--no injunction. A school district's title to its site for a high school is not wholly invalid simply because the size may be greater than the statutory limitation on the amount that can be obtained by condemnation. When the size of the building is not so great as to cover more ground than the statute allows, and when the title, if defective at all, is defective only as to the excess land, an injunction will not lie on the theory that the district had no title.

Location of school--no injunctive relief. The determination of the location of site of a new high school is with the power of the school board and its decision cannot be controlled by injunction.

Van Es v. Independent Consolidated School District of Newkirk -- A 1924 Iowa Supreme Court decision gave boards of education the authority to select sites. Van Es initiated an injunction to enjoin the erection of a building on a site one mile east of the geographical center of the district. The Court considered the issue of a geographical center for school sites. A decision was rendered in favor of the Newkirk District for the reason that boards of education have been granted statutory authority to determine site locations (74, p. 348).

Schoolhouse sites--selection. The selection of a schoolhouse site, unquestioned by an appeal by aggrieved parties, is conclusive, and especially so after the schoolhouse has been erected.
James v. Gettinger -- A 1904 Lucas County case resolved a protest relative to the moving of a schoolhouse in the Whitebreast School District. Gettinger wished to move the building one-fourth mile south of the original location. James charged that the old site was located in the center of the District and that the District officials must give notice of intent to the people. He also contended that two-thirds of the patrons preferred the original site. The issue: Does a board of education possess statutory authority to determine a school site? The Supreme Court held for the defendant because statutory provisions give boards of education this power (75, p. 199).

Change of schoolhouse site. The directors of a school township have the power under Code, Section 2773, to change the site of a schoolhouse without authority by a vote of the electors of the district; and when there is nothing before the court except an application for a mandatory injunction and a demurrer to the same, and expediency of removal cannot be considered; nor will the action of the board be considered on a simple allegation that it was surreptitiously taken in the absence of a statement of facts upon which the complaint is based.

Reversion and Sale

The question of reversion priority to land no longer utilized for public education has long been a controversial issue. The Court has rendered several decisions which serve as guidelines concerning reversion priority and sale of the land.

Johnston v. District Township of Ellsworth -- Martin Sheley executed a deed to the public school for a parcel of land in the sum of one dollar. At a later date Johnston acquired property from Sheley from
which was excluded the school site. The District Township of Ellsworth ceased to use the property for school purposes. In 1959 Johnston claimed return of the land for the sum of one dollar. An examination of the deed disclosed that it expressed the purpose for which the land was to be utilized, but did not contain any conditions or restrictions. The issue: Does the land deeded to the School District for one dollar revert to the plaintiff? Consideration was given to the term "conveyance for schoolhouse site." The judges all agreed in favor of the School District. Their reason was that the grantor of a school site is not entitled to repossess it for a fee of one dollar, which was the law at the time said deed was delivered. Current laws now entitle the former owner to an option of repossession of the land (76, p. 470).

Schoolhouse site—reversion—statute applicable. The rights of reversion to schoolhouse sites being wholly statutory are subject to such changes as the legislature may make, therefore, when a schoolhouse was abandoned in 1954, Section 297.15 et seq., C., '58, were in force and should be followed, and so the grantor of the tract was not entitled to it on payment of one dollar as provided by the statute in force when the deed was made.

Deed to schoolhouse site—title not limited by language used. A recitation in a deed of a tract of land to a school district, said conveyance being made for schoolhouse site, merely expresses the purpose for which it was made and does not in any way limit the title conveyed by the terms of the warranty.

Waddell v. Aurelia Board of Directors — The Aurelia Consolidated Independent School District abandoned five rural schoolhouse sites. This resulted in a Court case initiated by Waddell, one of the owners of the land adjacent to the vacated sites. The plaintiff claimed that the land automatically reverted to the owners. The Aurelia Board of
Directors contended that the land was obtained prior to the passage of the reversion law. The issue: Do adjacent landowners have legal right to the land according to present reversion statute? The Court ruled in favor of the School District; however, the plaintiff had an option to purchase the parcels of land. All options could be accepted or rejected by the Board. No constitutional rights of the plaintiff had been violated. The rights of the plaintiff are statutory and school district compliance rests with the supremacy of the legislature (77, p. 400).

Schoolhouse site—sale. The right of the voters of a school corporation to direct the sale or make other disposition of any schoolhouse or site is subject to the prior right of the proper landowner to purchase an abandoned schoolhouse site. (Section 2749, Code 1897).

Consolidated School District v. Thompson -- The matter of reversion rights came before the Court in 1922. A site had not been used for school purposes for a two year period. According to the wishes of Thompson, the schoolhouse was sold separately and the parcel of land was sold to him at the highest bid. He did not pay for the land and relied on his alleged ownership under the provisions of a quit claim deed. The issue: Did the defendant acquire the right to claim normal reversion of the site without payment therefor? A decision was rendered in favor of the School District inasmuch as the defendant did not acquire the right to command reversion and cannot contest title held by the District (78, p. 662).

School site—forfeiture of right of reversion. The right of a property owner to a reversion of a schoolhouse site which has been carved out of his farm may be forfeited by failure to meet statutory conditions to such reversion.
Suck v. Benton Township School District -- In 1954 the Supreme Court ruled on the ownership of property formerly used as a school site. The parcel of land, which had been used for school purposes for more than 50 years, was originally extracted from land now owned by John and Kathryn Suck. A quit claim deed was held by the District throughout the time of ownership. Benton Township attempted to purchase the site and because of a dispute between the School District and Suck as to ownership initiated condemnation proceedings. A condemnation jury declared the land value to be $350. The plaintiff asked $1,000 in his appeal. The issue: Who actually owns the parcel of land and how shall its value be determined? A decision was rendered in favor of the School District because the quit claim deed continued to be in effect after the site was no longer used for school purposes. The statutes provide for the determination of land value (79, p. 1.).

Sale of school site--statutory compliance--necessity. The execution of a quit claim deed to a schoolhouse site which was not in compliance with the statute did not divest a school district of the title or estop it to deny the conveyance.

Sale of school site--determination of value. There are but three ways by which the value of a school site may be determined prior to a sale: (1) by agreement between the owner of the tract from which it was originally taken and the school district; (2) by appraisement secured through the county superintendent of schools if they cannot agree; and (3) by the highest bid received at a public auction. Sections 297.15, 297.19, Code 1954.

Roads

The question of financing the construction of roads to make public schools accessible to the patrons was an important issue. This topic
resulted in a limited number of Court cases.

--- Independent District of Flint River v. Kelley -- A controversy relative to the authority of boards of education in providing roads to their schoolhouses was brought to the attention of the Supreme Court as early as 1881. The Flint River Board of Education authorized the Secretary to initiate proceedings and make payment for the opening of a road. Kelley contended that this was an illegal expenditure. The issue: Did the Board of Education have proper authority to secure a road to a schoolhouse and pay for it? A decision was rendered in favor of the School District inasmuch as the Board had this authority. No highway was present and one was needed to deliver students, fuel, and other supplies (80, p. 568).

Powers of directors. The board of directors of an independent school district may properly authorize steps to be taken to secure the location of a highway by its schoolhouse, there being none, and may bind the district for expenses incurred in connection with an application for such highway.

Bogaard v. Independent District of Plainview -- In 1894 the Independent District of Plainview paid $250 to establish and open a road to its schoolhouse. Bogaard claimed that a highway was not required for the operation of a school. His children used the neighbor's land to walk to school. He attempted to enjoin the Board from proceeding with the opening of a road even though the voters had approved it. The issue: Does the statute provide for the opening of a road to a schoolhouse when the electors approve? A decision was rendered in favor of the Board of Education. The Court found that the plaintiff had not appealed
to the County Superintendent, which was proper and necessary in this case.
The Board of Education also possessed the necessary authority to secure
a road to its schoolhouse (81, p. 269).

Schools--highway. The Code permits the board to buy high-
way access to schoolhouses when the electors of a district
township authorize the acquisition and a tax therefor.
**Held**, the board of an independent district has the same
power, upon vote of the electors of the district.

**Locker v. Keiler** -- A schoolhouse in Greene County was located in the
center of four sections of land. The Board of Education made payment to
open a road to the school after approval was obtained from the electorate.
Later, further extension of the road was sought by the citizens. Locker
was not in favor of the road and brought suit to enjoin payment for both
projects. He charged that the County Board of Supervisors is responsible
for the construction of roads. The issues: May districts construct im-
mediate and extended roads? How may a county board of supervisors be
petitioned to provide extended roads? A 1900 decision was ruled in favor
of the defendant for the opening of a necessary road to the schoolhouse.
This was legal if there was a need to deliver students and supplies. A
board of supervisors must be petitioned by local citizens in behalf of a
school district for the provision of extended roadways because a board
of education does not possess this authority (82, p. 707).

Petition for highways--who may present. Under the school
law (Code 1873, Section 1717, as amended by laws 1882),
empowering the electors at a meeting to authorize board
of directors to obtain a highway necessary for access to
the schoolhouse, petition to the board of supervisors for
the road may be made by the electors, as individuals, in
the interest of the district, and by reason of the power
given the directors by the electors.
Construction

Construction has been a continuous process throughout the history of education within the State of Iowa. Abandonment of a schoolhouse construction project prior to completion, payment for materials, and the levy of a schoolhouse tax were the main controversial issues brought to the attention of the Court.

Green Bay Lumber Company v. Odeboldt School District -- The Odeboldt School District entered into a contract with C. H. Weaver to construct a schoolhouse, with the contractor to furnish the materials and labor. Periodic payments were made to Weaver in accordance with the building progress reports submitted by the architect. The Green Bay Lumber Company brought suit against the School District because said contractor had not met his obligation for payment of materials. Weaver abandoned the construction project and it appeared he had been overpaid in relation to the progress of the project. The Board immediately employed someone else to continue construction of the building. Two issues were considered by the Court: Does the school have the right to complete the building? Is the building progress report submitted by the architect binding on the School District, contractor, and supplier relative to financial payments? The Supreme Court, in 1904, decided that the School District did have contractual and legal rights to complete the work on the construction project and that the building progress reports of the architect were binding on the contractor, School District, and supplier. Liability for payment of materials to the Green Bay Lumber Company was
chargeable to the District schoolhouse fund, which was voted by the people. The judges rendered the decision on the basis of the contractual agreement and statutory provisions (83, p. 227).

Building contract. Where a building contract provided that upon abandonment of the work, the school district might complete the same, and that the architect's certificate of the cost thereof should be conclusive, the amount so certified was binding upon third parties in the absence of fraud.

Casey v. Independent School District of Nutt -- In 1884 Casey initiated action to enjoin the levy of a schoolhouse tax for the construction of a schoolhouse. He charged that the Board of Education failed to consult with the County Superintendent relative to the building project, which was required by law. He also claimed that the lowest bid was not accepted by school officials. The issue: In view of the statutory noncompliance of the Board, was the tax levy legal? A decision was rendered in favor of the School District because minor irregularities shall not prevent the levy of a tax. Payments must be met after construction has been completed (84, p. 695).

Erection of schoolhouse: Failure to comply with statute: Restraining collection of tax: Objection made too late. Where a schoolhouse has already been erected and a tax voted by the electors to pay for the same, a taxpayer cannot restrain the collection of the tax on the grounds that the board failed to consult with the county superintendent, and that no proposals for the erection of the building were invited, and that the work was not let to the lowest bidder, and that no bonds were required of the contractor.

Site Measurement

Historically it was determined that a rural school site contain one
acre of land. With the development of roads it became necessary for the Court to determine the site measurement.

Salisbury v. Highland Township — Salisbury owned land adjacent to an established road and along the section line. Highland Township was attempting to condemn one acre of his land for school purposes. The issue: Shall the one acre include the area extending to the center of the road, or shall the School District be eligible to condemn one acre of land exclusive of that utilized by one-half of the road? An 1887 decision ruled that the State allows one full acre for school purposes and the fraction of land used for a road or highway shall not be inclusive. It reasoned that the road is devoted to public use of a different nature (85, p. 556).

Site—construction of statute. Under Code, Section 1825, authorizing the condemnation for the location and construction of a schoolhouse of not more than one acre of land, and Section 1826, requiring the site to be on some public highway, a school district is entitled to condemn a full acre of land, exclusive of the highway.

Easement

One Supreme Court case was found regarding an easement controversy. Two important headnotes were developed from this case which have established a system of compliance.

Ionia Independent School District v. DeWilde — DeWilde entered the school property and installed a drain to carry sewage from his home to an area of lower elevation. His home was located adjacent to the school site. He claimed to have oral permission from the Board; however, the matter had not been voted upon by the people, or compensation paid. The Ionia Board
of Directors brought suit in equity to compel DeWilde to remove his tile and stop using the drainage. The issues: Can an easement be acquired when the issue is not voted upon by the electorate of the district, or no compensation paid? Is oral permission to lay a drain on a school site subject to revocation of use at a future date? A 1952 decision was rendered in favor of the plaintiff because an easement cannot be obtained after a drain is laid across school property if authorization of the electorate had not been acquired, or compensation not realized. The decision also stated that the license to use a drainage system installed upon a school site is automatically revoked by court action initiated by a school district (86, p. 685).

Easement in school property—not obtained where no vote of electors or compensation paid. One who laid a tile sewage drain across property of an independent school district after oral permission was obtained from members of the school board, for which there was not authorization by a vote of the electors and no compensation paid, cannot obtain an easement over the school property.

Tile drain across school grounds—license—revocation by action to enjoin use. Where a defendant who had obtained oral permission from members of the school board to lay a tile drain across school grounds claimed the right to use the school property as a license, such license, if established, being one which was revocable at the pleasure of the school board was in effect revoked by the action brought by the board seeking injunctive relief against the defendant's use.

Board Committee Expenditure

Ad hoc committees duly appointed by boards of education frequently need financial assistance to perform their assignments. Responsibility
for payment of these obligations is clearly defined in the case set forth below.

Driscoll v. Independent School District of Council Bluffs -- The Board of Education appointed a committee of its own organization to develop plans for a new schoolhouse. The committee viewed drawings and asked Driscoll, an architect, to modify a set of plans according to its desires. A technicality arose when the plaintiff billed the District for the time expended in modifying the plans. The Board of Education did not feel responsible for the bill inasmuch as the request to the architect was not official board action. The issue: Do appointed board committees have the authority to expend district funds for services rendered? A decision was rendered in 1883 by the judges of the Court in favor of the plaintiff. It was believed the committee was justly selected to represent the Board and the architect was entitled to compensation in proportion to the task (87, p. 426).

Taking case from jury. Where the evidence introduced by plaintiff showed that defendant's board of directors appointed a committee to procure plans for a schoolhouse, and that the committee called upon the plaintiff, an architect, and, after looking at some plans, selected one, and directed plaintiff to modify it in some particulars, which he did, held that the action of the committee bound the defendant to pay the reasonable value of plaintiff's time and labor bestowed on the plan selected, and evidence having been offered as to the value of such time and labor, it was error for the court to instruct the jury to find for the defendant. But such instruction was not erroneous as to another branch of the case as to which there was no evidence to establish plaintiff's claim.
Lease-Purchase Agreement

Lease-purchase agreement is a relatively new method of acquiring mobile classrooms. The lease implies that a district may rent, with an option to purchase.

Porter v. Iowa State Board of Public Instruction -- The Central Webster Community School District attempted to lease seven mobile classrooms. Two leases were agreed upon between the school officials and the lessor. First, the District entered into a contract with the lessor to rent a portion of the school sites on which the classrooms were to be located. Second, the School District entered into a lease-purchase agreement with the lessor to rent the classrooms for a period of five years. Upon expiration of the agreement the District had the option of making an additional payment for which the classrooms would become the property of the District. If option was not honored, the classrooms would be removed by the lessor. The School District intended to make the rental payments out of the general fund and without a vote of the people. Porter, an interested citizen, contended this was an illegal practice. He and other interested citizens appealed to have the board plans reviewed by the County Superintendent, who sustained the appeal and recommended the Board consider other alternatives. Whereupon, said case was appealed to the State Superintendent of Public Instruction by the Board, who affirmed the decision of the County Superintendent. Upon further appeal to the Iowa State Board of Public Instruction, the decision of the State Superintendent was overruled. This action was brought
to the Supreme Court in 1966. The issue: Does this case comply with the provisions of Section 297.12, Code of Iowa, which permits boards of education to rent a room and employ a teacher on a yearly basis when ten or more children are enrolled for whom there are no educational facilities, and pay these expenses from the general fund? A decision was rendered in favor of Porter inasmuch as the law was not specifically followed by school officials and the lessor. A lease-purchase agreement requires a vote of the people (88, p. 571).

Leasing agreement for erection of seven-room school building—invalid. School board was not authorized by statute to enter into an agreement in 1964 for the leasing of a seven-room building to be erected by lessor on school land for a five-year period with option by the school district to purchase at the end of the rental period, and the state board acted illegally in approving the lease.
CHAPTER VII: TEACHERS

Teachers are not considered public officers in Iowa even though they perform a governmental service. The legislature prescribes teacher qualifications through the statutes and requires teachers to possess certificates. Certification was designed to indicate the necessary qualifications or preparation.

The Iowa Department of Public Instruction has been delegated the responsibility of teacher certification. This agency may not refuse to issue a certificate to a qualified candidate without good cause. The certificate is a license and not a contract between the teacher and the State. It may be revoked for just cause and the legislature may implement added qualifications upon prospective teachers.

Districts may not legally pay salaries if teachers are not properly certified. In Iowa teachers may be contracted prior to certification; however, they must be certified before they begin to teach.

Public school teachers find themselves in a unique position in relationship to their students. They take the place of parents in loco parentis in educational functions and the parents relinquish the powers which are necessary to train their children while in school. Teachers are not exempt from liability or free from court action in cases of negligence or action which is not reasonable in nature.

Teachers are not liable for injuries suffered by children attending school if negligence is not proven. School employees are expected to forsee dangerous situations, and failure to correct them, which results in injury, may cause the teacher to be liable. Negligence can
be described as the circumstances which deprive a student of the ability to protect or defend himself. These circumstances are expected in many instances to be controlled by the teacher.

**Dismissal**

Teacher dismissal is as old as teacher employment. Various means have been implemented to dismiss teachers which did not meet statutory provisions. Several of these cases were appealed to the Supreme Court of Iowa.

**Hull v. Independent School District of Aplington** -- Helen Hull was contracted by the President of the Board of Education to teach school. She reported for work on August 29, 1887 and taught until September 13, 1887, at which time she was notified she would be replaced. Hull appealed to the County Superintendent, who reversed the action taken by the local Board of Education. The Board of Education then appealed to the State Superintendent, who affirmed the decision of the County Superintendent. Hull brought suit for the recovery of wages. The issue: Is a teacher's right to recovery dependent upon the legality of the contract and wrongful discharge? A decision was rendered in 1890 in favor of the plaintiff because the contract entered into was valid. The President of the Board did possess authority to contract the teacher and the accusation of incompetence was placed in the records as a reason for not approving the contract. A contract requires that the teacher be "legally qualified." The plaintiff was property certified (89, p. 686).
Discharge. A discharge of a teacher for incompetency can only be made in the manner prescribed by Section 1734 of the Code, and a discharge by any other method is wrongful.

VanPeursem v. Consolidated Independent School District of Laurens -- VanPeursem was awarded a contract, with written instructions to return it on or before April 15. He failed to comply and in the meantime much criticism relative to his attitude and disciplinary control was directed to the Board. A special meeting was scheduled on May 12, at which time the President of the Board informed VanPeursem that his duties would be terminated at the conclusion of the school year. VanPeursem failed to appeal to the County Superintendent. He brought suit claiming that the Board did not abide by Section 279.24, Code of Iowa, in his discharge because the provisions for a notice and hearing had not been met. A review of the board minutes did not indicate a record of separation; however, the matter was discussed. The issue: Was Section 279.24, Code of Iowa, complied with in the process of termination? All judges agreed upon the decision which favored the defendant. The Court reasoned that a meeting scheduled by the Board on May 3 aided in deciding the issues which were acted upon at the May 12 meeting. The attendance of all board members and the teacher at a hearing prior to the dismissal did constitute a hearing (90, p. 1100).

Teachers discharge--presence of teacher at meeting--waiver of defects of notice. Where all the members of the school board are present, as well as the teacher, and the complaints then before the board are considered and the teacher participates in the meeting any want of notice or defect of notice is not material.
Benson v. Township School District of Silver Lake -- A hearing technicality and contract validity in connection with the termination of a teacher's contract were brought before the Court in 1896. Benson was contracted by a sub-district director to teach for a nine month period; however, the Board President did not formally sign her contract. She taught for six months and was prohibited by the Silver Lake Board from continuing her services. Benson brought suit for a continuation of contract. The defendant contended that the contract was made without authority in that it was not signed by the President of the Board. A board member did acknowledge validity of the contract prior to the Court case. The plaintiff charged that she was entitled to a hearing which was not held. The issues: Did the plaintiff hold a valid contract? Must a hearing be given to a teacher prior to dismissal? The Court ruled in favor of the plaintiff. The contract was considered valid because the president of a board has no authority to select a teacher in a sub-district. A hearing must be scheduled for a teacher before she can be dismissed prior to the expiration of a contract (91, p. 328).

Schrader v. Rural School District of Audubon County -- Dorothy Schrader was employed for a term of eight and one-half months to teach a rural school in Audubon. The Board was dissatisfied with the services rendered by the teacher and proceeded to charge her with lack of faithful performance and failure to file a school report. A hearing was scheduled on October 19, 1933 for the teacher's release and she was asked to attend.
She thought the meeting was called to discuss the discipline problems she had experienced with one of the board member's children. A petition has also been presented to the Board by the patrons of the district seeking Schrader's dismissal. The Board voted to dismiss her and she was terminated the following day. Schrader brought suit against the Board for recovery of three weeks salary and the remaining unpaid balance of the contract. She accused the Board of dismissal without a notice of hearing, and further charged that she did not have time for defense preparation. The issues: Did the scheduled board meeting constitute a hearing prior to the dismissal? Does failure to submit a report nullify a financial settlement? A decision was reached which directed the Board to pay the plaintiff for three weeks work. The balance of the contract wage could not be collected. The Court reasoned that the teacher did have a hearing in which she willfully took an active part. The plaintiff was discharged with incompetency as acted upon by the Board (92, p. 799).

Teacher discharge--informality of procedure--effect. The discharge of a teacher by the school board, on supporting evidence, will not be deemed illegal because of the marked informality of the proceedings, when the record reveals the presence of the elements of jurisdiction, to wit: charges before the board of incompetency on the part of the teacher, and a hearing on said charges at which the teacher was present, and in which she participated.

Teachers action for salary--insufficient defense. In an action by a teacher to recover salary accrued and unpaid at the time of her discharge by the board, it is no defense that the teacher did not make the report required of teachers at the close of the term (Section 4339, C., '35), said teacher having been discharged prior to the close of said term.
Smith v. District Township of Knox -- Smith brought action upon the contract issued to him by the District Township of Knox. The teacher was prevented by the Board from performing his duties due to the deceitful manner in which he obtained his contract. The Board contended that Smith fraudulently obtained his contract by claiming he had discussed his employment with the parents of the district who sought his services. Smith was also accused of falsely obtaining the contract signature of the Board President by reporting the positive attitudes of board members and district constituents relative to his employment. Smith initiated Court proceedings for the implementation of his contract. The issue: Did the plaintiff possess a legal contract? The Court decided in 1816 that the case be referred to the lower court for retrial. Discharge of a teacher is not a ministerial function. It is of a judicial function established by statute (93, p. 522).

Directors: Judicial acts. The duties imposed upon school directors by Section 1734 of the Code, respecting the discharge of teachers, are of a judicial character.

White v. Holstein Board of Education (Wahlenberg, board member) --

White had a contract to teach in the school system but was discharged after teaching a portion of the year. The teacher appealed her grievance to the County Superintendent, who overruled the dismissal action of the Board on the grounds that she was not given an opportunity to be heard. New charges were brought against White and a time for hearing was scheduled, even though she had not been reinstated to her position. A question arose as to whether or not White could be charged a second
inasmuch as she had not been restored to her position. White brought suit to nullify the termination, thus enabling her to complete the year. The issue: Can a board act as both judge and accuser? The Court, in 1901, ruled in favor of the Board, stating that if cause is proper the Board should not be denied the right of dismissal. The board is a tribunal before which a hearing can take place; however, a teacher who possesses a contract may not be terminated before it expires without proper hearing (94, p. 236).

School board may act as accuser and judge. Code Section 2782, provides that the board of school directors, by a majority vote, may discharge any teacher for incompetency or any good cause, after a fair investigation made at a meeting held for that purpose, at which time the teacher shall be permitted to make a defense. Held, that a trial of charges against the teacher by the board of directors was not objectionable on the ground that they were accusers rather than judges, and because of their pre-judice.

Courtright v. Consolidated School District of Mapleton -- A breach of contract and recovery damages were considered by the Court in 1927. Courtright entered into a contract with the Consolidated School District of Mapleton. The Superintendent, Board and patrons were dissatisfied with his inability to carry out assigned duties. A board meeting was held with Courtright, at which time his dismissal was discussed and contract terminated. Courtright appealed to the County Superintendent stating that the charges were not specific. After due consideration the County Superintendent affirmed the action of the Board. Courtright later appealed to the State Superintendent of Public Instruction, who affirmed the decision of the County Superintendent. The teacher filed
charges for recovery of balance due him on contract. The issue: May a teacher duly discharged by a board of education sue for damages related to the dismissal? A decision was rendered in favor of the defendant because a teacher may be discharged for incompetence. Court action may not be brought against a district for recovery of the balance of a contract when dismissal is brought about due to incompetence (95, p. 26).

Teachers--dismissal--jurisdiction of courts. A teacher who has been discharged by the board of directors on charges of incompetency, after due notice to the teacher and hearing, may not maintain an action in the courts for damages consequent on such discharge.

Contracts

A teacher's contract is a written or oral agreement of employment entered into between an employee and a school district. For many years, Iowa law has required that teacher contracts be placed in writing. Various contract technicalities are cited in the cases set forth below.

Place v. District Township of Colfax -- Place entered into a written contract with the sub-director for a twelve week term on April 7, 1879. The contract was properly executed by the sub-director and teacher; however, it was not received by the President of the Board for signature. The Board President did not approve of the teacher and attempted to stop payment of wages, claiming he had not signed the contract. Place brought action in an attempt to recover payment of wages. Court records show that the sub-director instructed the plaintiff to complete the term.
The issue: Is a teacher's contract valid if not signed by the president of a board? A decision was adjudicated in favor of Place because sub-directors have the authority to manage and contract for teachers. A president must not be the judge of teachers (96, p. 573).

Teacher's contract: When not enforceable. No recovery can be had on a contract to teach school made with a sub-director, but not approved by the president of the board, unless such approval has been waived and the contract ratified by the district; the fact that the teacher proceeds thereunder and completes the performance of the contract is not sufficient to constitute such ratification and authorize a recovery.

Shill v. School Township of Rock Creek -- A sub-director of the School District of Rock Creek entered into and signed a contract with Shill. A petition indicating dissatisfaction of school patrons was filed with the President of the Board after he had signed the teacher's contract. The Board met to decide what should be done about the situation. An informal meeting was held in which Shill participated. An accusation was made by the President claiming that Shill had informed him of parental approval relative to the contract. Consequently, he signed the document. The Board voted not to retain the teacher and a replacement was employed. Shill brought suit for fulfillment of the contract. The issue: Is a contract revocable when properly signed by all parties? In 1930 the Court ruled in favor of the plaintiff because the contract was properly executed, signed, and filed (97, p. 1020).

Teachers--employment--nondiscretionary duty of president to sign contract. When a sub-director of a school township orally and under due authority from the school board employs a teacher, the president of the board has no discretion to refuse to sign the formal written contract required by statute.
James v. School Township of Troy -- James entered into a contract with the School Township of Troy for thirty-two weeks. A small number of students attended the school. Shortly after the school term began one family decided to enroll their children in a parochial school. A meeting was scheduled on November 2 to discuss the matter, with the teacher in attendance. The Board decided to continue even though there might be even fewer students in attendance as the year progressed. At a later date the school was closed for lack of students and the teacher was asked not to return, even though her services were available. James filed charges for the balance due her on contract, which was $640.

The Board claimed that she had taught for only a portion of the year and did not fulfill the terms of said contract. She was also charged with failure to seek other employment. The issue: Is a teacher's contract valid when a school is closed for lack of students? The Court ruled in 1930 for the plaintiff, claiming that the contract was properly contracted and filed. No effort to obtain other employment is necessary and the teacher made herself available to teach. A teacher cannot legally sign a contract with another district when she has another contract (98, p. 1059).

Teachers--contract--enforcement--non-duty to seek employment elsewhere. A duly employed teacher who, in compliance with the direction of the board, holds herself in readiness to teach, but is furnished no pupils, need not, in an action on her contract, show that she made any effort to secure employment elsewhere as a teacher.

Smith v. School District of Grove -- Smith signed a contract with the School District of Grove in Adair County. The teacher fulfilled the
ten week obligation and immediately signed a contract to teach for an additional twenty-six week term. This contract was signed by the teacher and sub-director and left with the Secretary, who filed it. A discipline problem arose between the children of one of the board members and Smith. The Board of Education met and passed a resolution dismissing the teacher and closing the school. Smith filed suit for recovery of wages. The board members contended that she could not collect additional wages because the President failed to sign the contract. The teacher had made her services available to the District. The issue: Did the teacher hold a legal contract and could wages be recovered? A decision was rendered in 1933 in favor of the plaintiff because the contract was ratified when the Board knew of the terms (99, p. 1047).

**Contract: Ratification.** Where a teacher has been employed by a sub-director, and after the school had continued for a time the board voted to discontinue the school, paying the teacher a certain designated amount for her services, held that the payment did not constitute a ratification of the contract of hiring, binding the district to pay for the services of the teacher after the time when the directors had voted the school should be discontinued.

**Jackson v. Independent School District of Steamboat Rock** -- Charges of a breach of contract were ruled upon by the Supreme Court in 1900. Jackson, a teacher, entered into a contract to teach in the intermediate elementary grades. She served in that capacity until November, at which time she was dismissed from the duties specified in her contract. The Board claimed she could not maintain discipline and offered her a position at a higher academic level. The teacher refused the new assignment, although she made her services available for teaching at the level for
which she was contracted. An appeal was made by Jackson to the County Superintendent, who ruled in her favor. The Board then appealed to the Superintendent of Public Instruction, who affirmed the decision of the County Superintendent. Jackson brought suit to recover the contracted wage. The issue: Was the employee wrongfully discharged because she would not accept a teaching assignment other than that stipulated in her contract? The Court ruled in favor of the plaintiff because she did not have to accept different employment unless it was in a similar field. There had been no modification of the original agreement (100, p. 313).

Discharged teacher--tender of new place no defense to action by. In an action by a school teacher employed to teach in one department of a public school to recover for a wrongful discharge, an allegation that defendant tendered plaintiff a position to teach another department of the school was not a sufficient defense, where it did not appear that plaintiff could have accepted such new position without modifying the original contract.

Burkhead v. Independent School District of Independence -- Burkhead was contracted as superintendent and instructor for a period of five years. No stipulations were placed in his contract indicating the time the school term was to commence. According to board policy the term began September 1 and ended June 1. At the beginning of the fourth year of his contract Burkhead was informed that his services were no longer needed. He was told that his contract was void because specific information governing the commencement and closing of the school year was not stipulated in his contract, and that it was improper to extend a contract for a period of five years. Burkhead brought suit
to the cancellation of his contract. The issue: Must a specific time of commencing and closing a school be specified in a contract when rules governing the matter have been adopted by a board of education? A decision was rendered in favor of the plaintiff because the supplemental rules of a board fix the time of the school year (101, p. 29).

Contract with teacher. A contract to teach is not invalid because it does not state the time the school was to be taught, as required by the Code, Section 2778, where the rules and regulations of the district fixed the time the schools were to be open and were made a part of the contract.

Miner v. Lovilia Independent School District -- Miner held a contract which indicated the grade assignment, with the words "fifth grade" written in the upper margin. Upon arrival for the new school year she was informed by the Superintendent that she was reassigned to the fourth grade due to the creation of a combination room of fifth and sixth grade students. The teacher rejected the new assignment and brought court proceedings against the District for restoration to her contracted assignment. A substitute teacher was employed. A clause appeared in the teacher's contract which gave either party the right to terminate the employment upon 20 days notice. The issue: Did the plaintiff or defendant create the breach of contract? A decision was reached in 1931 for the plaintiff. The Court reasoned that the Board of Education could not terminate the contract because the teacher refused to accept a change in assignment; any contract may be cancelled for other reasons if it includes a termination clause (102, p. 973).

Teachers--contract of employment--termination on notice--validity. A provision in a public school contract authoriz-
ing either party to the contract to terminate it by giving written notice of such termination for a named number of days, is not violative of or inconsistent with either Section 4229 or Section 4237, Code 1927.

Mulhall v. Pfankuck -- In a meeting held by a board of education, one sub-director left prior to adjournment or before the members officially voted to close one of the schoolhouses. Mulhall was contracted by the sub-director to teach school in the building which had been previously voted closed. At a later date the Board sought advice from the County Superintendent and also from the State Superintendent. Both parties recommended to keep the school open. The teacher taught for one month and the Board again voted to close the school because of the lack of students. The plaintiff brought suit against Pfankuck for the balance of his contract sum. The issue: Was the contract valid? A 1928 decision was rendered in favor of Pfankuck because the contract was not approved by the Board other than by the sub-director (103, p. 1139).

Teachers--employment--legality. The official action of a board of school directors in authorizing each sub-director to employ in his sub-district the teacher of his choice necessarily constitutes no authority to a sub-director to hire a teacher in a district the school of which the board orders closed.

Smith v. Rural School District of Adair County -- Grace Smith signed a ten-week contract in 1933 to teach a rural school in Adair County. A contract was properly drafted, signed by all parties, and the teacher fulfilled her contract obligation. She was asked to continue her services as a teacher for the ensuing twenty-six weeks, for which she signed another contract. This contract was not signed by the Board President.
The teacher encountered some discipline problems with two of the board member's children. A board meeting was held on December 6 and Smith was dismissed. The schoolhouse was locked; however, the teacher did offer her services. Smith initiated Court proceedings for payment for the remainder of the year. The issue: Was the teacher entitled to contractual payment for the balance of the year? A decision was rendered in favor of the plaintiff because the contract was ratified by the Board, even though the President had not placed his signature upon it. The defendant was directed to pay the teacher for the services rendered and for those which the teacher had offered to perform (104, p. 1047).

Teachers--ratification of contract. A contract of employment of a teacher in a public school, signed by the teacher but not signed by the president of the board (Section 4229, C., '31) is ratified for the full term of the contract by the action of the board in accepting the services of the teacher, and paying her therefor, with knowledge of said contract.

Clay v. Independent School District of Cedar Falls -- The Cedar Falls District had a number of buildings throughout the district. The Iowa State Teachers College campus school was located in the same territory. Students in a given area of the district were required to attend the campus school. Some of the teachers acted as critic teachers at the campus school for a portion of a day and were employed for the remainder of the day by the Cedar Falls District. Payments to the teachers were made on a pro rata basis. A number of citizens, represented by Clay, thought this was a poor practice and became very disturbed about the shared-time agreement between the State institution and the public school. Court proceedings were initiated by Clay to stop this practice. The issue:
Can teachers legally divide their time between two schools? A 1919 decision was rendered in favor of the School District because it is legal for a teacher to divide time and serve two schools. Compensation can be received if both employers agree and it is justly prorated (105, p. 89).

Teachers—employment in two schools. A school teacher may lawfully divide her time and labor and services between two schools and receive compensation from both of them, where both employers consent, and her payments are equitably proportioned between the schools.

Independent School District of Eden No. 2 v. Rhodes — In 1891 the Board of Directors of the Independent District of Eden No. 2 voted to employ Gambell for a nine month period. The contract was properly signed by the teacher and filed with the Secretary of the Board; however, Rhodes, the Board President, refused to sign the document. He charged that Gambell was not of good moral character. The patrons also protested his employment because of an unsuccessful tenure in a previous school. The Board of Education brought suit against Rhodes at the lower court level for his refusal to sign the contract. The decision was rendered in favor of the Board. Rhodes appealed to the Supreme Court. The issue: May a president of a board cause a ratified contract to become void by refusing to attach his signature to the instrument? A decision was rendered sustaining the decision of the district court inasmuch as a ratified contract is valid and need not be signed by the president. (106, p. 570).

Contracts with teachers—powers and duties of board and president. In independent school districts, the power to employ teachers is vested in the board of directors as such; and when they have, in due form, entered into a contract with a teacher for his services, it is the duty
of the president to approve and file the contract, and if he refused to do so on the ground that the teacher employed is not of good moral character, and is inefficient, and is not acceptable to the patrons of the school, he may be compelled by action of mandamus to perform his duty, since these are matters wholly within the discretion of the board.

McGuffin v. Willow Community School District — McGuffin was contracted to coach and teach at the Willow School. His duties were to continue until August 1, 1969 as a summer school instructor. He wrote several notes to the Superintendent criticizing his administrative responsibilities. The Superintendent did not appreciate these criticisms and wrote a note to McGuffin stating that he defended him before parents, teachers, and the Board. The Superintendent charged McGuffin with insubordination and recommended that he be dismissed under Section 279.24, Code of Iowa. McGuffin replied in writing, "I accept your challenge."

A meeting was held to discuss the situation and the Board went on record terminating the teacher's contract on April 25, 1969 and pay him for the remainder of his contract. McGuffin had a conference with the President of the Board and was asked to resign. He refused, and upon returning to teach the next school day found that the Superintendent had cancelled his classes. McGuffin brought suit charging that his services were being discontinued under Section 279.13, Code of Iowa, or the continuing contract statute. The Board contended he was terminated under Section 279.24, Code of Iowa, because of insubordination. Plaintiff did not appeal to the County Superintendent. The issue: Must a teacher who has been terminated from classes pursue proper administrative remedy? Which statute applies to the dismissal? A decision was rendered in favor of
the School District. The Court ruled that Section 279.24, Code of Iowa, applied to the dismissal, and that McGuffin did not pursue proper administrative appeal (107, p. 165).

Schools and School District. Where teacher was still subject to assignments elsewhere until August 1, 1969, dismissal, under contract providing his duties to be 'Elementary and Secondary Art, Boys Wrestling, Coach, and extra-curricular duties as assigned by administration,' even if administration relieve him of his classes in art on April 25, 1969, teacher's failure to pursue his administrative remedy by appealing his dismissal at August 1, 1969, hearing was fatal to action at law for damages.

Voting Residence

Teacher residence for voting purposes became an issue in the election of a county supervisor. The decision left no doubt relative to the establishment of teacher residence.

Dodd v. Lorenz -- In 1930 Dodd and Lorenz were opposing candidates for the position of county supervisor of Tama County. Tabulation of the election returns indicated a 1299 to 1298 victory for Dodd. Lorenz brought action at district court level challenging the votes of three teachers. The three teachers were unmarried and had taught and lived in Traer since 1927. These teachers had entered into teaching contracts with the intent of making Traer their place of residence. The district court decided in favor of Lorenz, and Dodd appealed to the Supreme Court. The issue: Did the teachers establish their residence for voting purposes? The Court reversed the decision of the district court and ruled in favor of Dodd, stating that he was elected to office. It reasoned
that a nine month contract does not disqualify a teacher's voting privilege. It would be unusual not to call the place of employment for teachers their home (108, p. 513).

Qualifications of voters--school--teachers. Adult unmarried school teachers become 'residents' of the county in which they teach, within the meaning of the constitutional provision governing suffrage, when the employment is entered upon with the good faith intention of making the place of employment their permanent home or residence so long as the employment continues.
CHAPTER VIII: STUDENTS

A child's educational training was determined by his father under English common law. This practice prevailed in the American colonies, as well as the State of Iowa, until compulsory attendance laws were enacted.

Compulsory attendance is not enforced when a student of school age has satisfactorily completed the highest grade offered in the school; when a student of school age marries; when a student attends a nonpublic school; and when school attendance becomes a mental or physical handicap. The statute is not clear as to what comprises sufficient schooling in lieu of public school attendance.

Public school attendance is not absolute. Students may be expelled from school for not abiding by reasonable regulations enacted by a board of education. Students may be suspended from school by teachers, principals, and superintendents for a period of three days.

Boards of education do not possess the authority to expel students for an indefinite period of time. The expulsion must not extend beyond the present school year. A student may seek an injunction for admission to school where unreasonable rules are enforced by a board of education.

Racial Discrimination

Racial discrimination became an issue at a very early time in our history. The intent of the Iowa Constitution was clearly set forth as early as 1839.
The Ralph case, not a school controversy, did much to establish the rights of black people in Iowa. Montgomery, a Missouri slave owner, permitted his slave to move to Dubuque to work in the lead mines. Ralph agreed to pay Montgomery $550 for his freedom. At a later date the slave owner wished to reclaim his slave. In 1839 the Court ruled that Ralph was a free man. It reasoned that one man cannot restrain the liberty of another human to gain his own objective.

Clarke v. Muscatine School District -- The Muscatine School District operated a separate school for black children, with proper facilities and teacher. On September 10, 1867, Susan B. Clarke attempted to enroll in her neighborhood grammar school and was refused admittance because she was black. Her father brought suit in her behalf against the Muscatine School District for denying his daughter admission to the grammar school. The Court reviewed the historical development within the State of Iowa concerning education.

1. The First General Assembly provided for common schools which were to be open and free to all white students.

2. In 1851 the Legislature decided that all property of blacks was exempt from tax.

3. The Legislature provided for separate schools for blacks in 1858. This law was declared unconstitutional that same year.

The issue: Does the Constitution of Iowa provide for equal educational opportunities for all children, without distinction of color? The Court ruled in favor of Clarke for constitutional reasons. This decision also applied to such matters as religion, nationality, and other discriminatory characteristics (109, p. 266).
Schools: Colored children: Discretion of district board:
The Constitution and statutes in force effectuating it (Const. Art. 9, 12; Rev. 2023, et seq.; Laws of 1862, ch. 192, 12; Laws of 1866, ch. 143, 3) provide for the education of all the youths of the State, without distinction of color; and the board of directors have no discretionary power to require colored children to attend a separate school. They may exercise a uniform discretion, operative upon all, as to the residence or qualification of children to entitle them to admission to each particular school, but they cannot deny a youth admission to any particular school, because of his color, nationality, religion, or the like.

Smith v. Independent School District of Keokuk -- The Keokuk Board of Education provided a separate room and competent teacher for black high school students. A 16 year old boy of African descent had previously completed the elementary requirements and passed the required examination for high school admission. In 1874 he was refused admission to the Keokuk High School. As a result of the refusal Smith initiated Court proceedings. The defendant Board contended that it had provided for black students by establishing a separate room with a competent teacher. The issue: Does the Constitution of Iowa provide for equal educational opportunities for all children, without distinction of color? A decision was reached by the Supreme Court which held for the plaintiff. It reasoned that the plaintiff was entitled to his constitutional rights which provides equal educational opportunity for all children, without distinction of color. The previous case of Clarke v. Muscatine School District was used as a precedent (110, p. 518).

Exclusion on account of color. A pupil, otherwise eligible cannot be excluded from the public schools of this state on account of his color, nor, if colored, can he be compelled to attend a separate school for colored children. Clarke v. Muscatine School District, etc., 24 Iowa 266.
Corporal punishment became an issue in the Supreme Court at an early period of Iowa educational history. Both criminal and civil cases have been reviewed.

State v. Mizner -- This criminal case was tried before the Supreme Court on two different occasions. Mizner, an instructor, was prosecuted by the State of Iowa because this was a criminal case. He was charged with assault and battery for whipping Ida Brumer for misconduct. Her father had written an excuse in her behalf asking that she be excused from an algebra course each afternoon for health reasons. The student was accused of writing the excuse and the instructor asked for the submittal of succeeding excuses. As a result of a verbal controversy, the instructor struck the student over the shoulder with a hickory stick which was approximately one-half inch thick and four feet long. Brumer claimed that she was struck twelve times and that her shoulder was bruised for two months. During the initial Supreme Court proceedings Mizner claimed that he was restrained at the lower court level from presenting evidence relative to the reasonableness of the punishment. This case was referred to district court for retrial, at which time he was permitted to present added evidence in his behalf. The district court again ruled for the plaintiff. Consequently, Mizner appealed to the Supreme Court for retrial. During the court proceedings the question of whether or not Ida Brumer had reached her twenty-first birthday became an issue. The issues: Was the punishment administered for reasonable cause? May a student be punished for something the parent has
asked his child to do? Was the student subject to the compulsory attendance statute? A decision was rendered in behalf of the State. The Court reasoned that the remedy was not corporal punishment, but expulsion because the student was not subject to compulsory attendance statutes. A student cannot be punished for something a parent requests his child to do (111, p. 145).

Punishment of pupils. In the absence of proof to the contrary, the law will presume that a teacher punishes a pupil for a reasonable cause, and in a moderate and reasonable manner; but this presumption may be rebutted by proof.

Punishment. The punishment of the pupil must be for some specific offense which the pupil has committed, and which he knows he is being punished for.

Authority of teachers. The teacher is not authorized to punish a pupil for refusing to do something the parent has requested that the pupil be excused from doing. The teacher may be justified in refusing to permit the attendance of a pupil whose parent will not consent that he shall obey the rules of the school.

State v. Davis -- May Downing was asked by Davis, an instructor, to assist in carrying water from a well some 40 or 50 rods away from the school. Her father had instructed her not to assist the larger children with this task due to health reasons. The student informed the instructor of this situation and he whipped her with a stick which was three feet long and the thickness of the second finger. Approximately 25 blows were stuck. The State filed assault and battery charges in behalf of the student against Davis because this was a criminal case. In the testimony rendered, the instructor claimed that he punished May Downing because she was disrespectful and not because she would not carry water. The issues: Did the defendant administer the punishment
because the student would not carry water, or because of disrespect? Was the punishment administered for justifiable cause, moderate, and suitable to the size and sex of the student? A decision was reached in 1913 in favor of the plaintiff because the Court reasoned that punishment was inflicted because the defendant became angry when the student refused to carry water. The defendant had no authority to punish the student for something the parents had instructed the child not to do (112, p. 502).

Criminal law: Corporal punishment: Instructions. An instruction requiring the jury to find whether the degree of impudence and defiance of a pupil was the violation of a reasonable rule of discipline in the school, was not objectionable as requiring a finding as to what was a reasonable regulation, and whether it was reasonable to forbid saucy and impudent conduct.

Tinkham v. Kole -- A corporal punishment issue which occurred in the Nevada Public School was ruled upon in 1961. Tinkham, a junior high student, obtained a pair of white gloves from the desk of a student in front of him and put them on. Marius L. Kole, instructor, directed him to remove them. In the process of the removal of the gloves the instructor struck the student on the side of the head. He continued to strike Tinkham after he stated he would not do it again. The student informed his parents and it was later found by the family doctor that an eardrum was broken. The lower court decided that the punishment was administered in a reasonable manner and that the instructor had the right to use necessary force to maintain discipline. It was appealed to the Supreme Court by Tinkham as a civil matter. The issue: Was the punishment reasonable in the manner in which it was inflicted, and was this
case appropriate for the lower court to try before a jury? The Court ruled that the case should be returned to the lower court where reasonableness of the punishment must be decided (113, p. 1303).

Pupil punished by teacher--reasonableness--jury question. In an action for injuries to a pupil from punishment administered by a teacher, where it appears the punishment was due to the pupil's lack of speed in obeying the teacher's command to take off some white band gloves he had put on at the beginning of the class period, and the teacher struck plaintiff several times in anger causing injury to his eardrum and continued to strike him after he had said he 'would not do that again', the reasonableness of the punishment was a question of fact for the jury.

Special Education

Special education has become a part of our educational curriculum within recent years. Controversies arose, as in other educational phases, which resulted in a small number of Supreme Court cases.

The State Board of Education v. Petty -- Marcus Petty was a deaf child and it appeared that he could not obtain an adequate education in the country school which he attended. The special instruction which he needed could not be provided by the regular teacher. Failure of the parents to consider enrolling him in a school for the handicapped resulted in a district court trial and the parents were instructed to enroll him in the Iowa School for the Deaf at Council Bluffs. They appealed to the Supreme Court. The issue: Does a parent hold the destiny of his child's education? A 1950 decision was rendered in favor of the plaintiff. The Court reasoned that education includes that learning which incorporates conversation, observation, and any other means. The child should be educated to make him independent of
his parents and provide an element of self-reliance. Enrollment at the
State School for the Deaf was directed (114, p. 506).

Handicapped child--ordered sent to state school for deaf. In a proceeding brought under Sec. 299.18, C., '46, to compel attendance of a deaf child at the state school for the deaf the evidence is reviewed and it is held, with the physical handicaps the child has it does not appear he can obtain in the country schools he would attend an adequate education and in his best interest trial court was justified in ordering the parents to take him to the state school.

Education--definition in broad sense and as applied to handicapped child. Education in its broadest sense includes all knowledge whatever we learn by observation, conversation, or by other means, away from what has been implanted by nature, but in the case of a child handicapped by deafness, education should be of a nature to develop his self-reliance and make him nondependent on his family or the state.

State of Iowa v. Ghrist -- The parent was charged with failing to cause a child to attend school. Iowa statutes require school attendance between the ages of seven and sixteen, unless the child has reached his fourteenth birthday and is employed; excused by a court; has completed the eighth grade; or is attending a private or parochial school.

Ghrist's child attended the public school at Ames where he was a member of the first grade for three years. He was enrolled in the second grade for one year and dropped after having enrolled in the third grade. Subsequently the child attended the parochial school; however, he returned to the public school as a fifth grade pupil. The Board of Education directed the Ghrist child to attend the Franklin School which was prepared to educate students with special problems. The parents objected and asked that the child continue in the same grade and school which he previously attended. This case was introduced in
the Court in 1937 when the parents failed to keep the child in school. The issue: Are the parents required to make a child attend school when the child is not exempt? The decision required the parents to keep the child in school because there were no health or mental reasons for exemption (115, p. 1069).

Pupils—compulsory attendance—power of board and duty of custodian. A school board may validly establish an ungraded school along with and as a part of the district's established system of graded schools, and may, so long as it does not act unreasonably, validly require the proper custodian of a child over 7 and under 16 years of age to cause said child to attend said ungraded school only, provided said child is continued in the public schools. So held as to a child who was in physical and mental condition to attend school but was unable to make the grades in the graded schools.

Discipline

Under the provisions of common law, teachers assume the authority of parents in maintaining discipline while children are attending school. The right of children to attend school is not absolute. School boards may expel children who disobey reasonable rules which were established by the directors.

Burdick v. Babcock -- Burdick caused his children to be absent from school when visiting relatives. They were frequently tardy when caring for the shrubbery and the cows. Babcock was Superintendent of the Decorah Schools. He claimed that repeated tardiness and absences resulted in injury to the school and were not beneficial to the children. As the result of a controversy between Burdick and Babcock the children were suspended from school and subsequently resulted in Court action.
The issue: Does a board of education have the authority to expel children for repeated tardiness and absences? A decision was rendered for the defendant and the Board did possess the authority to expel the students for tardiness and absences. The Court reasoned that the work which the children were doing was not for their support or that of the parents. Parents must sacrifice out-of-town visits which cause their children to be absent from school (116, p. 562).

Enforcement of rules—dismissal of pupils. Under the constitution and laws of Iowa, it is competent for boards of school directors to provide by rules that the pupils may be suspended from the schools in case they shall be absent or tardy, except for sickness or other unavoidable cause, a certain number of times within a fixed period.

Such rules are reasonable and proper for the government of schools, and their enforcement is essential to their well-being and the success of pupils therein.

The power under the statute and constitution to provide by rules or regulations for the government of schools is limited to the conduct of pupils while at schools, and cannot (except in cases of gross immorality) extend to the conduct of pupils out of school, or their failure to attend and the like. These matters are within the rightful control of the parents or guardian.

Murphy v. Board of Directors of the Independent School District of Marengo -- The suspension of high school students was brought to the attention of the Supreme Court in 1870. The Marengo Board of Education visited a rhetoric class. Murphy, along with other students, was incensed by the Board's criticism and caused articles to be published in the Marengo newspaper. This resulted in ridicule which may have been injurious to the influence and control of the Board. Consequently, the Board of Education expelled the students on February 8, 1870. Murphy
brought suit against the Marengo Board of Directors, seeking high school reinstatement. The issues: Does the Board of Education have authority to expel students for conduct outside the school? Was the violation classed as immorality? A decision was rendered in favor of the plaintiff because the authority of the Board in this case was not provided by statute. A board has no authority to expel students who are critical of it if immorality or habitual violations of school regulations are not evident (117, p. 428).

Power of directors to dismiss pupils. While the board of directors of a school district have power, under the statute to dismiss a pupil for gross immorality or for persistent violation of the regulations of the school, it has not power to dismiss or suspend for conduct short of this, as for acts done out of school, which, though having a tendency to incite ridicule of the directors, and insubordination in the school, are not immoral or prohibited by any rule or regulation.

Perkins v. Board of Directors of West Des Moines -- Perkins attended the West Des Moines School. He batted a ball through a school window and consequently was suspended by the Superintendent. The Board of Education had adopted a policy whereby anyone causing damage to school property would be excluded from school until satisfactory restitution had been made to the President of the Board. According to the policy, the parent and child were to appear before the Board President to make payment. The father refused to make payment and initiated mandamus proceedings in 1881 for reinstatement of the student. The issue: May a child be removed from school for breaking a window? A decision was reached in favor of the plaintiff. The Court reasoned that the child was not removed from school for breaking the window but for failure to
The rule was made to enforce payment and not to create order in the school (118, p. 476).

Powers of directors. Mandamus. The courts may by mandamus compel the reinstatement in the public schools of a pupil excluded under a rule of the board of directors, which is void for want of power in the board to adopt it. In any case wherein the jurisdiction and powers of directors or school officers are brought in question a party is not confined to his remedy by appeal to the county superintendent, but may maintain an original action in the courts.

Tuition

The domicile of a child has been considered by the Court in tuition controversies. A child need not establish a domicile in a community to gain the right to a free education if he has not moved to a district to further his educational opportunities.

School District of Soldier Township v. Moeller -- A 1949-50 Crawford County tuition dispute was solved by the Court when three children from Soldier Township School District were assigned to the Danbury Independent School District. Soldier Township protested the payment of tuition after the amount had been reviewed and approved by the County Board of Education. Court action was initiated by Soldier Township to prevent Moeller, the county treasurer, from making payment to the Danbury School District. The plaintiff claimed that the children were not designated by its District to attend the Danbury School. The issue: Can tuition be legally collected when student designations are not made? The Court decided in favor of the defendant, authorizing him to make proper payment of tuition to the receiving school. The Court reasoned that
the Danbury District accepted the children in good faith and therefore entitled to tuition. Designations were not acted upon but evidence was found which indicated the intention of the Board (119, p. 239). 

Board proceedings--shown by minutes of other evidence. Statutory provisions for an official record of board proceedings is directory only and the actions of the board may be shown by evidence outside the official minutes.

Preston v. School District of Marion -- A tuition problem was brought to the attention of the Court in 1904. Preston reached school age and attended the local school in the town where she continued to live after her parents moved. Her attendance was not questioned by the Marion School District until the end of the first semester when tuition was demanded of her for the second semester. A board meeting was called and Preston presented an affidavit pertaining to her residence and school age. A motion was made by the Board declaring her a nonresident student. A writ was initiated by Preston demanding attendance without payment of tuition. The issue: Did plaintiff pursue the proper remedy? A decision was rendered which returned the case to the jurisdiction of the lower court. The judges reasoned that initiation of a writ was not proper and suggested that remedy be sought with an appeal to the County Superintendent (120, p. 355).

Admission of pupil--mandamus. The action of a school board in denying a pupil free admission to the school on the ground of nonresidence cannot be reviewed in a mandamus proceeding; the remedy is by appeal.

Carbon School District v. Adams County -- An attempt to collect tuition from a county was reviewed by the Supreme Court in 1936. The George
Rhamey family moved into the Carbon School District and resided in a building which had formerly been erected by the Adams County Home to isolate a diseased citizen. Educational services were provided for the children by the Carbon School District, who sought to collect tuition from Adams County because the children resided on county property. The issue: Were the Rhamey children considered inmates of the County Home? A decision was rendered in favor of the defendant because the children were not considered residents of the County Home. The Court ruled that the students resided in the District and were entitled to free education (121, p. 1047).

Payment for tuition. Record reviewed and held that minor children moving into plaintiff school district and actually residing there with their parents had acquired a residence for school purposes, and that said district could not recover of the county tuition for said children.

Mt. Hope School District v. Hendrickson -- The Court ruled in 1924 on the establishment of residence for school attendance purposes. Two children lived in Canada with their parents until the mother passed away in 1919. The father did not remarry and believed that his sons should have a woman's care. Consequently the boys moved to Warren County and made their home with an uncle and aunt, who later adopted them. The Mt. Hope School District claimed the children were not resident students and refused to assume tuition responsibility for them. The School District brought suit against Hendrickson, the boys' uncle, for tuition payment. The students attended high school in another district because the Mt. Hope District did not have one. The issue: Were the students residents of the district where they resided? A decision
was rendered for the defendant because the students were considered residents of the district and had no intention of returning to Canada in the immediate future. Resident districts are responsible for the education of their children (122, p. 191).

**Payment for tuition—school residence.** Minors who have been sent by their father to make their home with relatives in order that they might have a woman's care and home comforts, and who have brought property with them, which is taxable in the county of their new residence; who have a legally appointed guardian in said new residence; and who express their intention of remaining there until their majority are residents of the school district to which they have moved, and entitled to claim its school privileges.

**Salem Independent School District v. Kiel** — A charitable institution was established in Lee County for homeless and unfortunate children. The institution owned 1200 acres of land and had been in operation for a number of years. Four of the children housed at the institution attended the Salem Independent School during a portion of the year. The Salem District attempted to compel Kiel, county auditor, to initiate and deliver an order to the County Treasurer for the reduction of the proper tuition charges from the amount due the Chestnut Hill School District and deliver the amount to the Salem District. The Salem District was a sub-district of the Chestnut Hill School District. The issues: Were the students in question resident students? Was the institution their domicile? A decision was rendered in 1928 which restrained the County Auditor from initiating an order for payment of tuition. The Court reasoned that the children were residents of the District which must assume responsibility for their education. An
School attendance—residence for high school purposes. Children of school age who are so apprenticed to a charitable institution that such institution is their only home until they reach the age of 21 years become residents of the school district in which such charitable institution is located; and if such district does not maintain a high school, such children may attend high school in some other district which does maintain such school, and the tuition for such schooling shall be paid by the district of which the child is a resident as aforesaid.

Center Township School District v. Oakland Independent School District --

A case involving the method of computation of tuition costs used in billing sending districts was heard by the Court in 1960. The Center Township School District had approximately 100 pupils attending classes in the Oakland District. The Center Township District charged that the Oakland School included its bonded indebtedness in the statistical computation of tuition costs. In addition, Sections 279.18 and 282.20, Code of Iowa, do not include this expenditure item for computational purposes. The Center District brought charges for the improper calculation of tuition rates. The defendant claimed that the plaintiff had no jurisdiction over the matter and that administrative relief had not been exhausted because they did not appeal to the State Superintendent.

The issue: Did this case belong in the Court, or should it be solved through administrative relief? A decision was rendered in favor of the plaintiff. The Court said that a dispute between two school districts may be brought directly to court without an appeal to the State Superintendent (124, p. 1113).
Dispute regarding tuition--appeal to state superintendent not a pre-requisite to an action in district court. A disagreement between a school district and another school district and the county board of education over the inclusion in the expenditures from which tuition fees are computed of an item of payment on the schools' bonded indebtedness need not be appealed to the state superintendent of public instruction before resort may be had to the district court, since the complaint is that in computing tuition rates and including an item which the statute does not permit, the board exceeded the power conferred by statute.

Center Township School District v. Oakland Independent School District --

In view of the first decision, rendered in 1960, stating that the controversy should be decided in Court, the case was retried. Declaratory judgment action was brought against the Oakland School District in 1962 by the Center Township District. The plaintiff claimed that excessive tuition charges had been made due to the inclusion of bonded indebtedness in the statistical computation. The issue: Were statutory provisions complied with in the tabulation of tuition costs? A decision was affirmed for the plaintiff and the defendant district was instructed to compute tuition rates as provided by statute (125, p. 391).

Tuition costs--interest on debts included in computation. Only the interest paid incident to the various items of debt service is includable in computing tuition costs. Sections 279.18 and 282.20, Code of 1958.

Tuition costs--statutory purpose to require sending district to pay fair share. As between a receiving district and a sending district, the purpose of the tuition statute is to require the latter to pay its fair share of the school costs, but no more than its fair share.

Tuition costs--computation--amounts paid to retire principal of debt payable from schoolhouse fund not included. The tuition statutes are construed to mean that factor to be included in determining costs for the purposes of fixing tuition rates between the sending district and the receiving
district shall include depreciation to be determined by the statutory formula but shall not include any amount paid by the receiving district to retire or discharge any part of the principal amount of any debt payable or paid from the schoolhouse fund.

Diploma

Much emphasis has been placed upon the value of a high school diploma. Students have certain implied rights pertaining to this award upon satisfactorily completing a required course of study.

**Valentine v. Independent School District of Casey** -- Valentine, a student, satisfactorily completed the course of study as required by the Casey Board of Education. The school provided graduation caps and gowns for all students. The Superintendent insisted that all students wear them for the exercises and anyone not complying with this order would not be awarded a diploma. These garments were fumigated and Valentine claimed that the odor made her ill and that she would not wear the garment. A diploma was not issued to her. The student claimed that she had successfully completed the required courses and was entitled to some record indicating this completion. The school officials claimed the issue was a matter discretionary with the Board and that Valentine had not appealed the case to the County Superintendent. The student brought mandamus to require the District to issue her the diploma. The issues: Was the order arbitrary and unreasonable? Did the plaintiff have grounds for a case? A decision was rendered in favor of the plaintiff because she did have grounds for a case. The case was returned to the district court for retrial (126, p. 555).
Pupils, grades, and graduation—diploma. The public ceremonial of graduating exercises is not a graduation. It is not the ceremonial, but it is the completion of the prescribed course, which entitled one to a diploma, which is simply an evidence that the course has been completed, and so evidenced by the graduation.

Pupils, grades, and graduation—diploma—duty of officers to issue. Even without a statute requiring the issuance of a diploma, there is imposed a legal duty on the officers of a public high school to issue written evidence of a pupil's graduation in the form of a certificate, a diploma, or the like, to those who have satisfactorily completed the prescribed course of study, unless for sufficient reason they are justified in not doing so.

Valentine v. Independent School District of Casey -- Valentine brought the case before the district court a second time in an attempt to secure her diploma. A lower court decision was decided in favor of the plaintiff. The Casey Board appealed to the Supreme Court. It claimed that the directors had full power to establish rules and regulations for the conduct of its school. The issue: When a curriculum is established, must a diploma be awarded for successful completion of the requirements? A decision was rendered in favor of Valentine because the duty of awarding a diploma is not specifically mandated but the element of implication is present (127, p. 1100).

Mandamus: When writ will lie—issuance of diploma. Mandamus will lie to compel a school board to perform its legal duty to issue a diploma and a certification of grades to a pupil who has completed the course of study prescribed for the school, such legal duty admitting of no discretion on the part of the board, in the absence of a violation of some reasonable rule or regulation made by the board.

Directors—duty to issue diploma. A school board is under legal duty to issue a diploma and a certificate of grades to a pupil who has, under its rules and regulations, completed the course of study prescribed for the school; and
such duty may not be avoided by any arbitrary action on the part of the board. So held where the refusal to issue the diploma was based on the pupil’s refusal to obey an order by the board to the effect that the pupils must wear caps and gowns at the graduating exercises.
CHAPTER IX: TRANSPORTATION

The 26th General Assembly, in 1897, authorized the transportation of school children at district expense. This service had a positive influence on school district structure.

The Buffalo Township School District of Winnebago County, Iowa, was reorganized in 1895. A central school and a number of rural schools served the District at that time. On August 23, 1897, the patrons of one rural school requested transportation for their children to the central school. Student enrollment increased from 170 to 350 in the Buffalo Central attendance center within a five year period after the transportation service was implemented. The children were transported in six horse-drawn hacks.

Motor-driven vehicles were introduced in Iowa in 1915, and the transition of replacing the horse-drawn hack was underway. There were 262 automobile busses in the 1919-20 school year, and this number was increased to 574 in the 1921-22 school year. There are 6,644 school busses being used in Iowa at the present time.

State aid was appropriated and a transportation division was created at the state level by the 51st General Assembly in 1945. The first transportation appropriation totaled $2,000,000 for the 1945-46 school year. Transportation aid is currently nonexistent as such. It was combined with the state equalization aid appropriation in 1967.

Supreme Court decisions determine the course of action relative to student transportation in the various districts of the State.
A small number of transportation conflicts have been tried by the Supreme Court when compared with other related educational areas.

Mandated Transportation

Statutes which required the transportation of students have been held constitutionally legal. Transportation laws were enacted to provide equal educational opportunities for children living some distance from their attendance centers as compared to students living near their schools.

Mumm v. Troy Township School District -- The responsibility for transporting children was brought to the attention of the Court in 1949. The closing of a schoolhouse in the Troy District prevented the attendance of the Mumm children. The students were designated by the Board of Education to attend school in Williamsburg, which was located three and one-half miles from their home. No busses were owned by the Troy District because of the financial burden which would supposedly be placed upon the property owners. Mumm brought mandamus proceedings to compel the Troy District to provide transportation for them. He claimed the School District was partial in that some of the children were transported by their parents due to a contractual agreement with the Board. The defendant contended that the plaintiff did not act in good faith because he was attempting to force the Board into an unreasonable contract for providing transportation. The issue: Must a district which designates students to another school provide for their transportation? A decision was rendered by the Court in favor of the plaintiff because a
district may not close a schoolhouse and hold the parents responsible for transportation. The defendant failed to provide transportation service as mandated by statute (128, p. 1057).

Transportation of children--no duty on parent. Where he came within the provisions of Sec. 279.19, C. '46, a parent has no statutory duty to transport his own children to school or to contract with the district to do so.

Transportation of children--district cannot discriminate. Under Section 279.19, C., '46, the school district has no right to discriminate and transport some of the children but refuse transportation to others because of the cost.

Lampshire v. Tracy Consolidated School -- A case to compel a school district to provide transportation was tried by the Court in 1938. Lampshire, who resided along a public highway and outside the city limits, claimed that he resided beyond the legal walking statutory limits and requested transportation for his children. The District refused and Lampshire filed suit without first appealing to the County Superintendent. The defendant asked that the plaintiff's petition be dismissed because proper administrative relief had not been sought. The defendant claimed that parents were required to transport students up to two miles to bring children to an established bus route. The issue: Are parents required to transport their children up to two miles to meet a bus on an established route? A decision was rendered in favor of the plaintiff because consolidated districts must provide transportation for children living over one mile from an attendance center. Parents can be required to furnish transportation to meet a bus up to a distance of two miles; however, they must be reasonably compensated (129, p. 1035).
Subjects—transporting consolidated school pupils—board's discretion—remedy by appeal. Mandamus will not lie to compel a consolidated school board to transport pupils when by statute it is also given a discretion to suspend service and to require a two mile transportation by the parent to the established bus route. A parent dissatisfied with the school board's procedure has an adequate law remedy by appeal to the county superintendent.

National Emergency Measure

A National Emergency Measure to conserve gasoline, tires, and parts was implemented during World War II. This did affect the transportation of school children and the implementation was initiated by the Office of Defense Transportation.

Flowers v. Independent School District of Tama -- Flowers attempted to require the Independent School District of Tama to supply bus transportation from his home to the school instead of picking up and discharging his children on a main highway. Prior to 1943 the children were hauled over the entire route. The Board of Education of the Tama District discontinued the house-to-school service because of the war emergency to conserve gasoline, tires, and bus equipment, in compliance with a request made by the Office of Defense Transportation and the State Department of Public Instruction. This practice was to continue for the duration of World War II. Mandamus was initiated by Flowers to secure the transportation. The issue: Must a school district transport students on a door-to-door basis, or is a reasonable discretion of such business left up to a board? A decision was rendered in favor of the defendant because reasonableness was the intent of the legislature. A
door-to-door system is most feasible if a national emergency does not exist (130, p. 332).

Transportation of pupils—Sections 4233.4 and 4233.5, C., '39. The rule is reaffirmed that Sections 4233.4 and 4233.5, C., '39 regarding the transportation of school children, are mandatory, but it is held that they should be applied with reasonable discretion under the facts of any given case.

Recovery of Payments

Parents have provided transportation for their own children on given occasions. Reimbursement by the districts and contracting between the parents and school districts created a few controversies. The cases set forth below reveal some of these implications.

Harwood v. Dysart Consolidated School District -- Harwood brought suit against the Dysart School District to recover compensation for transportation he had furnished for his daughter. The Office of Defense Transportation asked the schools to limit bus service due to the war emergency. Harwood had supplied transportation from the opening of school in September. On December 29, 1943, the Dysart District agreed to reimburse for transportation at the rate of eight cents per mile and an agreement was entered into with a number of parents. Harwood was attempting to collect $38.40 for transportation furnished prior to the agreement. The issue: Can the plaintiff be compensated for transportation which was not agreed upon by a contract? A decision was rendered in favor of the plaintiff for the reason that transportation must be provided in a consolidated district. Plaintiff's service prior to December 29 was considered voluntary; however, he was awarded compensation for
previous service upon the statutory requirement. The Office of Defense
Transportation did not ask the school districts to violate the law
(131, p. 237).

Transportation expense recovered by parent—Sections 4179-4182, C., '39. Sections 4179-4182, C., '39, are
considered and it is held that under said statutes the
parent of a pupil residing in a consolidated school
district could recover reasonable compensation for
transportation of said pupil without an agreement with
the school board therefor.

Woods v. Independent School District of Oto -- In 1918 Woods brought suit
against the Oto School District to recover for transportation services
provided his children to a school outside the District. He lived four
miles from the schoolhouse in the resident District, which was a greater
distance than the distance to the schoolhouse outside the District.
The father transported his five children for a period of 19 weeks and
claimed the resident District owed him $95.00. The defendant moved to
strike the claim on the grounds it had not entered into a contract with
the plaintiff and the children were not designated to the neighboring
district. Woods was paid a sum of $35.00 for his services. The issue:
Does the initial payment by the defendant to the plaintiff bind the Board
of Education if the first payment is not adequate? A decision was ruled
in favor of the plaintiff. The Court reasoned that a one dollar payment
would have committed the Board and that full payment, which was judged
to be reasonable, be made. Initial payment served as though a contract
had been entered into prior to the service (132, p. 902).

Ratification of contract. The act of a school board in
auditing and allowing a claim for transporting school
children to a school even though in an amount less than
claimed, with full knowledge that such transporting had been done without any prior contract with the board, irrevocably ratifies and confirms the act of transporting—places the district in the same position as though it had, through its board, specifically entered into such a contract, prior to the rendition of the services. (Sec. 2774, Code 1897).

Riecks v. Danbury Public School — Recovery for school transportation services rendered was brought to the attention of the Supreme Court in 1934. Riecks transported his children to the Danbury Public School after the schoolhouse in his sub-district was closed for lack of enrollment. He transported his three children a distance of two miles. Failure of the Danbury School to make payment caused Riecks to initiate an action at law for compensation for services he claimed were the responsibility of the resident District. The plaintiff appealed to the County Superintendent who ruled in his favor. The issue: Is a resident district which closes a schoolhouse obligated to assume responsibility for the transportation of the children attending other schools? A decision was delivered in favor of the plaintiff inasmuch as it is correct by statute for districts to provide transportation for children according to the provision established by the legislature (133, p. 101).

Government—transportation—refusal to furnish. A school board which closes its school for want of the necessary five pupils is under a mandatory duty to provide transportation for its pupils, if any, to some other district as provided by statute, and in case of failure to perform such duty, the parent should seek relief in court, not by appeal to the county superintendent.

Dermit v. Sergeant Bluffs School District — Action to recover reasonable compensation for transporting children from a resident district to
one outside the State of Iowa was heard by the Court. The Sergeant Bluffs School District was located in western Iowa and adjacent to the Missouri River. Nature caused a change in the course of the river and Dernit was then living on the west side of the river. There was no bridge or ferry available to him in crossing the river and his closest route to the Sergeant Bluffs school was by way of Sioux City, which was in excess of 25 miles. The issue: Does the State of Iowa possess liability for transporting its children to a public school outside the State? A 1939 decision was rendered in favor of the plaintiff and the defendant was mandated to pay the plaintiff. The Court reasoned that the legislature intended that all students living beyond the statutory walking distance be transported. No written contract was necessary (134, p. 344).

Pupils--duty of district to transport--refusal--right of parent. When a state boundary river renders a portion of a consolidated school district inaccessible to the consolidated school, and the school authorities agree with the parent of grade pupils, residing on such inaccessible lands, to pay the tuition of said pupils in a school in a foreign state, but later refuse to pay for transporting said pupils to said school (a distance of five miles), the parent may supply the transportation in the foreign state and the district will be liable for the reasonable value thereof.

**Bruggeman v. Independent District No. 4 Union Township School**

Bruggeman transported his children from March 21, 1934 to June 1, 1937 to the Independent District No. 4 Union Township School. The distance was two and one-half miles. A claim of $733.33 was presented to the School District, but the Board claimed they were not responsible because a contract had not been validated. Bruggeman then brought suit for pay-
ment. The issue: Is a district responsible for transportation of children of its district when they live beyond the statutory walking distance? A 1939 decision was ruled in favor of the plaintiff and the defendant was liable for payment. The school is a quasi-corporation of the state and the statute has imposed the duty of transportation upon the board (135, p. 661).

Mandatory duty to transport pupils—governmental function. A statute providing that a school board shall furnish transportation to children living two and one-half miles from the school creates a mandatory duty to transport pupils which is governmental function, but whether the duty be considered as ministerial or governmental, the school district, being a quasi-corporation cannot be sued for failure to furnish such transportation when such right of action is not expressly given by statute.

Private School Children

The separation of church and state has been a factor relative to the transportation of private and parochial students. Recently, the issue has continuously been brought to the attention of the legislature by the non-public school people.

Silver Lake Consolidated School District v. Parker -- The Silver Lake District filed suit seeking the answers to two issues. First, may private school children be transported on public school busses? Secondly, may public and private schools jointly own and operate busses for the benefit of all children? A decision was rendered in 1947 which ruled against private school children riding public school busses. The judges reasoned that the laws provide for a public school system of schools which are to be administered by state officials. This excluded
the possibility of jointly owned busses. There is no authority to transport private school children (136, p. 984).

Transportation of private school pupils by school district--forfeiture of right to state aid for reimbursement of transportation expenses--Chapter 285, C., '46. The right of a local school district to receive reimbursement from the state for transportation of its pupils under Chapter 285, C., '46, will be forfeited where the district also transports pupils who are in attendance at private schools, even though the parents of such pupils pay for said transportation.

Unwarranted Use of Busses

The law is specific as to who may be transported in public school busses. There are exceptions or emergencies when adults may be transported by school busses.

Schmidt v. Blair -- A controversy occurred in 1927 regarding the policy of the Board of the Consolidated District of Lytton. The School District provided bus transportation to adults attending athletic events, oratory contests, movies, picnics, visit to the reformatory at Rockwell City, and transported teachers to an institute. Schmidt brought action to stop the illegal use of busses. The issue: Does a district have the authority to provide transportation to its adult citizens? A decision was rendered in favor of the plaintiff because transportation is to be provided for every eligible child to and from school. A quasi-corporation can exercise only those powers conferred upon it. Taxpayers' money is restricted to the transportation of children (137, p. 1016).

Transportation of pupils--illegal use of busses. School busses of consolidated school districts may legally be employed, and funds for their operation may legally be expanded, for the one purpose only of transporting to
and from school, children of school age who live more than a mile from school.

Purchase of Vehicle

The statute has been liberal in permitting boards of education to conduct necessary business affairs in conjunction with school transportation. They are usually purchased through a bid-letting process and paid for at the time of delivery.

Hare v. Boyer Township -- In 1957 the issue of purchasing a school bus with tax money was brought before the Court. Hare contended that Boyer Township had no authority to remove a schoolhouse from the district even though it was badly destroyed by fire. He charged the removal of the building resulted in the purchase of a bus without a vote of the people. The children were transported to and from a school located away from the immediate area. The issue: May a bus be purchased by a board of education without a vote of the people? A decision was rendered in favor of the defendant because bus transportation is required and legal. The law has given boards the authority to maintain and operate bus routes; consequently, there is no reason to seek approval of the voters. All judges concurred (138, p. 1355).

Schools and school districts: Township's authority to purchase and operate school bus. Township school board had the authority to purchase a school bus to transport pupils from other sub-districts where schools were closed to another sub-district within the district without obtaining authority from the electors of the county board.
Driver's Contract

Written contracts entered into between school districts and bus drivers are required by statute. Standard contracts are written for the duration of one school year; however, some have termination provisions written into them.

Black v. Thayer Consolidated Independent School District -- A suit for damages for an alleged violation of a bus driver's contract was brought to the attention of the Supreme Court in 1928. The Board of Education asked Black to discontinue driving a bus on one of the established routes. He had driven for a period of three months and three weeks prior to the action of the Board, when his services were discontinued because of unsatisfactory services. Black had been paid in full for the services rendered; however, he brought suit to recover the balance for which he had been contracted. A termination clause had been written into and made a part of the contract. The issue? Does a board of education maintain the right to terminate a contract which has a termination clause written into it? A decision was rendered by the judges in favor of the defendant because contracts must be reduced to writing and the right of dismissal can be made a portion of the contract (139, p. 1386).

Contracts—termination without cause. A contract for the transportation of pupils for an entire school year, but containing a reservation by the board of right to terminate the contract at any time, enables the board to terminate the contract pre-emptorily at its pleasure, and without assigning any reason for such action.
CHAPTER X: SCHOOL DISTRICT REORGANIZATION

The organization of school districts began with township districts, which were legislatively created in 1858. Throughout the history of reorganization there have been several district structures: independent, consolidated, and community.

The districts in existence at the time of the creation of township districts became sub-districts. This reduced the number from 3,200 to 932. The number of township districts remained rather constant; however, the number of sub-districts increased considerably. This is proven by the fact that from 1862 to 1905 the township districts only increased from 1,105 to 1,182, while the sub-districts increased from 5,000 to 9,403.

In 1858 the Legislature made it possible for incorporated cities to become separate school districts. Two years later this power was given to unincorporated towns and villages with a population of 300. Consequently, some 400 independent districts were legally created by 1872.

An apparent need for larger districts was considered by the legislature, and in 1906 statutory provisions were made for the creation of consolidated school districts. The districts were to have no less than 16 sections of land. A state appropriation was made in 1913 for the creation of these districts, and 440 were organized by 1921. A majority of consolidated districts encompassed towns and/or villages, and many exceeded the minimal statutory size.
Following the era of consolidated school district reorganization, the legislature created two school commissions, which were organized in 1941 and 1944. Both encouraged reorganization. In 1945 the Legislature mandated each county board of education to study and approve a county plan of organization. The county boards were to consult with school district officials and hold public hearings when necessary. The State Department of Public Instruction rendered assistance to the county boards, and appeals relative to territories in two or more counties were brought to its attention for adjudication. All decisions at this level were final. In 1953 the Legislature repealed the law dealing with consolidated boundary changes and mergers. Legislation at this time provided for newly created or enlarged districts, known as community school districts. A minimum of 300 students was required. Currently, the State of Iowa has 453 community school districts.

A number of Supreme Court decisions relating to school district reorganization which were decided many years ago still apply. Some have been incorporated within this chapter because of their effect upon education today.

District Enlargement

School districts are permitted to extend their boundaries in accordance to statutory provision. Statutes have been modified from time to time as changes were recognized.

Independent District of Lynnvile v. District Township of Lynn Grove -- This case pertained to a controversy of school district expansion. The
Lynnville School District boundary was the same as that of the incorporated Village of Lynville. An order was filed by the Lynville District demanding that additional land from the Lynn Grove Township be attached to its District. Lynn Grove rejected the order, claiming that no statutory provision existed for the extension of district boundaries and the Lynnville District should be required to provide a school even though financial difficulties may prevail. This resulted in a suit filed by the Independent District of Lynnville. The issue: May an independent district, which has an incorporated town within its boundaries, extend into an adjacent territory? An 1872 decision was rendered in favor of the plaintiff because school districts may be expanded. The intent of the legislature was always favorable for boundary change (140, p. 169).

Extension of boundaries. An independent school district which has within its borders the whole territory of an incorporated town may, under Section 1809 of the Code of 1873, be extended so as to include any adjacent territory in the township, by the concurrent action of the respective boards of directors.

Kirchgatter v. Thompson -- The validity of the positions held by school directors was brought into Court in 1921. Kirchgatter brought suit, claiming that the School District of Carpenter was not reorganized according to law and that a consolidated district cannot reconsolidate and include added territory without first dissolving the district, as provided by statute. Thompson claimed that the newly created district had been formed in compliance with the law. The issue: May a consolidated district reconsolidate without disabandonment of its district? A decision was reached in favor of the defendant because the Court found no
illegality in the reorganization proceedings. A consolidated district may follow the legal process of reorganization and add to its territory (141, p. 1160).

Consolidated districts--reconsolidation. A consolidated independent school district may reconsolidate, and take in additional territory.

County Boards

County boards were created to act as a connecting link between the Department of Public Instruction and the local schools. This agency has solved many school district reorganization problems and has aided the cause with local planning. Reorganization proposals with territory in more than one county requires the action of a joint board, which is comprised of two or more county boards.

Davies v. Monona County Board of Education -- Action in equity was initiated by Davies attacking a proposed boundary line which was agreed upon between the Monona Community School District and the Castana School District. Plaintiff asked that the agreement be declared void and that the Monona District be prohibited from jurisdiction of the elementary territory formerly held by the Castana District. The Monona County Board of Education was charged with increasing the tax burden of the Castana District; the method of attachment was not done according to law; and a prior proposal prevented the District from making the boundary line changes. The issue: Were all statutory provisions followed and should the Court evaluate the financial burden placed upon various school districts? A decision was rendered in 1965 in favor of the defendant for
the reason that statutory provisions had been met. An added hardship may have been placed upon the taxpayers of the Castana District; however, the Court is not a judge of an issue of this kind (142, p. 985).

Change of boundaries--by agreement--bad plan--interference by court. School boards by an agreement to change boundaries may have been mistaken and adopted a bad plan, but upon this the court may not sit in judgment or interference.

Hubka v. Mitchell County Board of Education -- The Riceville Community School District filed a petition for school district reorganization with the Howard County Superintendent. An area in Howard and Mitchell Counties comprised the proposed district. The County Boards met in joint session and approved the plan with minor changes and amended its respective county plans. Necessary publications were placed in the proper newspapers and the election was scheduled for May 26, 1958. On May 21 Hubka and a number of residents who were encompassed within the boundary lines of the new district issued a writ of certiorari to temporarily enjoin the proceedings. The issue: Did the County Boards proceed according to statutory requirement? A decision was rendered for the defendant, and plaintiff was directed to pay Court costs. The Court reasoned that the Boards had studied and complied with county plans and had acted in good faith (143, p. 659).

County plan--amendments--discretion of joint board. Joint county boards acting as a single board have authority to amend tentative county plans and in exercising that authority have a discretion as to whether such change is for the best interests of all parties concerned, having due regard for the welfare of adjoining districts.
Community School District of Malvern v. Mills County Board of Education --

The Malvern School District attempted to reorganize its boundaries, which were to include all or certain portions of 19 school districts. It filed a petition with the Mills County Board asking for a reorganization. The County Board altered the proposed boundaries. The Malvern School District brought suit against the Mills County Board of Education, claiming that the defendant was in error in not granting the district formation as requested and that its plans were capricious, arbitrary and unreasonable. The defendant contended that the plan was efficient and economical. The issue: Were statutory requirements met by the County Board? A 1959 decision was reached in favor of the defendant. The Court reasoned that the Board did not exceed its authority and there were no violations of state statutes (144, p. 1240).

Establishment of boundaries--legislative function although quasi-judicial. Fact that the action of the county board of education in the establishment of the boundaries of a proposed school district might be termed quasi-judicial would not remove it from the legislative category, or make it, in fact, judicial; nor would the availability of certiorari enlarge the appeal provided by statute.

Everding v. Floyd County Board of Education -- The Joint Board, comprised of Floyd, Cerro Gordo and Mitchell Counties, established reorganization boundary lines for the Nora Springs School District, which included the territory of the Falls Township District. Everding, a resident of the included territory, appealed the decision of the Joint Board to the State Superintendent of Public Instruction. The appeal was dismissed on the grounds that an action of this nature can only be brought by an aggrieved board of education. Everding filed suit, claiming that
inclusion of the Falls Township District should have been an issue for the voters of that District to decide. The defendant contended that it had acted as a single board in establishing boundary lines and had met all statutory requirements. The issue: Is the resident of an existing school district authorized to appeal a decision of a joint board to the State Superintendent? A decision was reached in favor of the defendant. The Court found that an individual citizen cannot appeal to the State Superintendent of Public Instruction. It further found that no statutes had been violated in the reorganization proceedings (145, p. 743).

Reorganization--amendment to county plan by joint boards--board and not individuals may appeal. Under the provisions of Section 275.16, C., '54, for fixing boundaries of a joint district by the county boards of counties in which any territory of the proposed district lies, acting as a single board, only an aggrieved county board may, in the event of an amendment to its county plan, appeal to the state department, and if its decision is adverse to the district court and it was not the intent of the legislature that individuals be permitted such right of appeal.

**Archer v. Fremont County Board of Education** -- Archer charged the Fremont Board of Education with acting improperly in approving a petition for reorganization of the Community School District of Farragut. The plaintiff was a resident of the District which was considering reorganization. The Farragut Board of Education intervened on the side of the defendant. Archer claimed that the defendant erred in its studies and surveys; that the boundaries did not correspond to the county plan; that board action was arbitrary and for private rather than public reason; and that the studies were obsolete. The issue: Must a county board make additional studies of its territory prior to any suc-
cessive changes in boundary lines? A decision was reached in favor of the defendant. The Court reasoned that where school district planning had been prepared and completed, additional studies need not be made prior to district line alterations (146, p. 1077).

Studies and surveys--not prerequisite to changing county plan once adopted. Completion of a county plan pursuant to studies, surveys and hearings, as provided by Sections 275.1 to 275.5, Code of 1958, is a prerequisite to any proposal to change district boundaries, but once a county plan is adopted additional studies and surveys are not a prerequisite to the fixing of boundaries which differ from the county plan.

Remnant Districts

Remnant districts are generally created by landowners opposing the inclusion of their property in school district reorganization proposals. The law requires remnant lands to be attached to larger districts when they do not meet statutory size requirements.

Robrock v. Chickasaw County Board -- In 1959 the Supreme Court ruled on a case involving an area of less than four sections of land which was to be assigned by a county board to a newly created district from which it was formerly removed by objection. The Fredericksburg Community School District reorganized its boundaries, and as a result of the proposal a parcel of land located in the Dresden Township Independent School District was excluded. This land was set aside due to objections at the regularly scheduled hearing prior to the election. Following the election and creation of a new district, the Chickasaw County Board attempted to assign the area of less than four acres to the Fredericksburg
District. Robrock initiated certiorari to have declared invalid the assignment of this land. He claimed this assignment was illegal and not in the best interest of the area to be assigned. The issue: Can lands which were removed by objection from a reorganizational proposal be attached to the same district by a county board following an election? A decision was reached in favor of the plaintiff. The Court reasoned that the territory in question could not be reassigned to the district from which it had been excluded. The statutes state that fragment territory must be assigned to another school district (147, p. 422).

Attaching territory to 'another' school district—district from which it was excluded not 'another' district. Where a part of an independent school district having an area of less than four sections of land was excluded from the county plan on objections of residents of the area, the attaching of the excluded area to the newly formed community district is not an attaching to 'another school district or districts' within the meaning of Section 275.5, C., '58, inasmuch as the area was originally a part of the proposed new district and then taken out of the plan.

**Rural Independent School District of Eden v. Ventura Consolidated Independent School District** -- The Ventura District reorganized and acquired territory from the District of Eden; however, less than four sections of the Eden District remained above the level of Clear Lake. Statutory provisions require that four sections of a district must remain with the original district when territory has been removed from it for reorganization purposes. The Eden School District initiated Court proceedings contesting the legality of the area of land which was underwater. The issue: Can inundated land be counted as territory for school
district purposes? A 1919 decision was rendered in favor of the plaintiff because land which is under water cannot be considered as school district territory. The Court also ruled that a school corporation from which territory had been taken to form a consolidated district must contain at least four sections (148, p. 968).

Consolidated district—size of remaining corporation. In determining the amount of land to be left in a school district from which land has been taken to form a consolidated district, under the provisions of Section 279A, Code Sup., 1913, that no school corporation from which said territory is taken shall after the change, contain less than 'four government sections', and so situated as to form a suitable school corporation, the unsurveyed portion of certain sections covered by a lake cannot be used in making up the necessary remaining 'four sections', where the school district from which the land was taken did not extend beyond the shore line of the lake.

Hufford v. Herrold -- The Consolidated Independent District of Jefferson planned to remove a schoolhouse, formerly used by a sub-district, to a site within another district and to sell bonds for the construction of a new schoolhouse. Camp Dodge had acquired two sections of land from the District which reduced its area to less than 16 sections, as required by law. In 1920 Hufford brought suit to enjoin the removal of the schoolhouse and the sale of bonds voted at a special election. He charged that the reduction in the size of the district would restrict the tax levy. The defendants were the Board of Education, and the Auditor and Treasurer of Polk County. The issue: Does the removal of land by the Federal Government from a consolidated district disrupt the incorporation when reduced to less than the minimal number of sections? A decision was reached in favor of the defendant, reasoning that the
District could conduct its business affairs and that necessary taxes should be levied for operational and construction purposes. Land obtained for federal purposes does not invalidate a district even though it is reduced to less than statutory minimal size (149, p. 853).

Consolidation—acquisition of land by Federal government. The acquisition by the Federal government of lands within a consolidated school district in no way disturbs the legal incorporation of the district, even though the lands taxable for school purposes are reduced below 16 sections.

Monroe Community School District v. Marion County Board -- The Summit Township District of Marion County existed until 1958 as an area of less than three square miles. An election failed to unite it with the Monroe Community School District; consequently, the territory was to be assigned to a 12 grade district. The Marion, Mahaska, and Jasper County Boards of Education approved a proposal to form the Pella Community School District, which included the southern portion of the Summit District. The decision of the Joint Board was appealed to the State Department of Public Instruction by the Summit Township District of Marion County. The State Department excluded the territory in question from the Pella proposal. This appeal decision was followed by immediate attachment of the Summit territory to the Pella District by the Marion County Board. A suit was filed by the Monroe Community School District against the Marion County Board. Certiorari was initiated stating that the action was illegal and that the defendant was without authority to attach the Summit territory to the Pella District because it did not constitute "another" school district as stipulated by law. The issue: Were the
The decision was rendered in favor of the plaintiff. The Court reasoned that boundary establishment is a legislative function and the Court system cannot review these policies nor judge this action. The compliance of statutes is determined by the Court (150, p. 992).

**Boundaries—fixing as a legislative function—power of court.** Fixing school boundaries is a legislative function and the courts have no power to review the policy and judgment of such a legislative decision, although courts have authority to determine whether the law has been complied with.

**Greene v. Webster County Board of Education** -- The Webster County Board attached a parcel of land to the Dayton Community School District, pursuant to Chapter 275, Code of Iowa. A hearing was scheduled but no objections were heard from patrons within the District. At approximately the same time an election was held on a proposed plan for the Central Webster Community District, which was approved. Certiorari to challenge the actions of the Webster County Board of Education was initiated by Greene, who represented a group of citizens living outside the reorganized Central Webster Community District. He charged that the Dayton School did not provide as many opportunities for the children as the Central Webster District. Plaintiff claimed that the Dayton grade school was overcrowded and in poor condition and the system did not have a qualified guidance counselor. The issue: Shall a Court decide which district will provide the greatest opportunities for children? A 1962 decision ruled in favor of the defendant and the parcel of land was assigned to the Dayton District. The Court reasoned that the policy of the state was to encourage the reorganization of school districts wher-
ever necessary, efficient, and economical. Furthermore, the Court must not attempt to judge districts and their ability to provide educational opportunities for children (151, p. 1198).

Remnant district—attachment—determination which adjoining district affords better opportunities—legislative function. Where the county board by proper procedure attached an area of less than four sections of land to an adjoining school district, the court will decline to determine whether another district would afford better educational opportunities to the students of the area, since the determination is a legislative function and the courts may not interfere.

Osprey Rural Independent School District v. Monroe County Board of Education -- A 1961 case was brought to the attention of the Supreme Court relative to assignment of the Osprey School District. The Joint Board of Lucas, Wayne, and Monroe Counties did not see fit to include the territory with the reorganization proposal for the Russell Community School District. Subsequently, the Albia District sought school district reorganization and acquired a portion of the Osprey territory through assignment by the Monroe County Board. This reduced the Osprey District to 80 acres of land, which was assigned to the Russell District by the Lucas County Board. The Osprey School District initiated certiorari action for the inclusion of the land previously attached to the Albia District to be reassigned to the Russell District. It charged that the law did not provide for fragmentary attachment to more than one 12 grade district without a vote of the people. The defendant contended that it had followed the statutes in its attachment of land to the Albia District. The issue: May districts of less than four acres be attached to more than one 12 grade school district without a vote of the people?
A decision was rendered in favor of the defendant. The reason was that a county board may attach any land of less than four sections without the vote of the people (152, p. 253).

Remnant areas—attachment of fragments to more than one district. A county board is authorized by statute to attach parts of a remnant district of less than four sections of land to more than one 12 grade district without a vote of the electors.

Contiguous Territory

Contiguous territory is defined as being able to travel from one part of a district to another without leaving its boundaries. This arrangement is necessary for the establishment of efficiency in school bus service.

DeBerg v. Butler County Board of Education -- The Greene School District, located in Butler County, voted upon a school district reorganization proposal in 1957. The vote on the reorganization carried in six non-contiguous districts and failed in one. DeBerg brought certiorari proceedings to challenge the right to form the Greene Consolidated District. The school year had commenced in the newly established District before the Court decision was rendered. The issue: Can a new district become a corporation if the land is not contiguous? The Court ruled that the case be returned to the trial court to permit the District to act as a de facto district until the end of the current year (1957-58). Recommendation was made to dissolve the District no later than July 1, 1958. The judges reasoned that the territory of a school corporation must be contiguous for operational purposes (153, p. 1039).
Formation—noncontiguity of territory—no de facto existence. Where voters in one of seven districts failed to approve the proposed organization thereby leaving the six remaining districts noncontiguous the districts approving could not exist as a de jure corporation.

Brown v. Community School District of St. Ansgar -- Brown charged that the County Board and Superintendent did not have jurisdiction to proceed with the established St. Ansgar School District because the Spring Valley School District was surrounded by land which favorably voted itself into the newly reorganized District. He further claimed that the territory of the St. Ansgar District was not contiguous; that an error had been made in the petition which described the land; and that the term "not less than 1214 voters" instead of "not more than 1214 voters" appeared on the proposed petition. The St. Ansgar School District plead the statute of limitations. It also claimed that the isolation of the Spring Valley School District did not invalidate the reorganization. The St. Ansgar District became effective July 1, 1957. The issue: Must the land of a school district be a solid body to be contiguous? A decision was rendered in favor of the defendant because the Court reasoned that the land of a district need not be a solid body. Furthermore, all areas were connected and one could travel to all parts of the district without leaving the territory (154, p. 1226).

Organization—contiguous territory—statutory compliance. Fact that one school district which did not approve of the proposed organization of a community district was left entirely surrounded by territory which voted approval did not defeat formation of the new district where all the remaining territory did connect.
Increased Taxes and Constitutional Rights

Taxation has always been a subject of complaint. The Courts and the United States Constitution have rendered taxation legal for the support of education.

Wall v. Johnson County Board of Education -- On July 6, 1965 a petition was filed with the County Superintendent of the Johnson County Board of Education for the reorganization of portions of four different districts with the Lone Tree School District. On September 6 a petition was filed which had been signed by 130 electors of the Pleasant Valley District, opposing the reorganization proposal. One week later an injunction was filed by Wall and other taxpayers to prevent the election and formation of the proposed area. Wall charged that an error had been made in the description of boundaries; that the election would result in more than one reorganization election per year; that legal notices were not properly captioned; and that the reorganization would result in an increased tax rate. The issue: Does the prospect of increased taxes violate a citizen's constitutional right? A decision was rendered in favor of the defendant. The Court reasoned that the reorganization of two school districts, resulting in an increased tax, does not violate a citizen's right. All other charges were dismissed (155, p. 985).

Reorganization--changes in taxation--effect on constitutionality. Changes in taxation created by the reorganization of a school district is not a violation of constitutional rights.
The inclusion of a parcel of land in a school district reorganization proposal creates jurisdiction of the territory. Land included in two reorganization proposals simultaneously was an issue decided by the Court.

Harberts v. Klemme Community School District -- The legality of a school district reorganization petition was determined by the Court in 1955. The Belmond School District filed a reorganization petition with the County Superintendent of Wright County, which included the Goodell Independent School District. Shortly thereafter the Klemme School District, located in Hancock County, filed a similar petition which included the same Goodell District. Harberts initiated quo warranto proceedings to test the legality of the reorganization petition of the Klemme School District. The plaintiff charged that the Klemme District proceedings were void and illegal because the Goodell District was previously in another reorganization plan. He also claimed that the Hancock County Board of Education attempted to destroy the Belmond District by approving a plan to organize a separate district in its County. The issue: May a designated parcel of land be within the jurisdiction of two pending reorganizations at the same time? A decision was reached in favor of the plaintiff. The Court reasoned that a given area of land could not be subject to two pending school district reorganizations at the same time. The decision also stated that the Hancock County Board of Education had no jurisdiction over the land in question until the
Belmond District had abandoned or completed the reorganization (156, p. 48).

Jurisdiction of two districts of same land. The same land cannot be within the jurisdiction of two pending school district reorganization proceedings at the same time.

Linden Consolidated School Board v. Dallas County Board -- The Court ruled in 1961 that during a pending reorganization of joint districts, citizens and districts with no territory involved may not interfere (157).

Publications

Statutes require newspaper publication during a school district reorganization. Compliance with the law is vital in district boundary line changes.

Cox v. Consolidated School District of Readlyn -- The Court was faced with a publication and cost dispute in the reorganization of the Readlyn School District. A reorganization petition was filed with the Bremer County Superintendent. He continued the proceedings by having the required notices published in the Waverly Democrat. The law required that publications appear in newspapers located within or nearest the proposed area, which should have been the Tripoli Leader. Cox brought suit, claiming the Readlyn School District was a de facto corporation after it had commenced the school year. The issues: Will publication violations invalidate a school district after it has commenced its first school year? If the district is de facto, who will bear the costs? A decision
was rendered in favor of the plaintiff because publications must be in accordance with the statutes. The District was permitted to operate to the end of the year prior to dissolution, with the cost to be paid by the defendant (158, p. 566).

Formation--jurisdiction of county superintendent--notices--statutory compliance. When a petition for the formation of a consolidated school district was filed in compliance with statute the county superintendent acquired jurisdiction to proceed, but to retain that jurisdiction the prescribed subsequent notices must be given in substantial compliance with the statutes, Sections 276.4, 276.5, 276.11 and 276.18, and the superintendent is not entrusted with any discretion in selecting the medium of publication.

Costs where school corporation held to be de facto. In quo warranto proceedings questioning the legality of a consolidated independent school district where the court found the purported district to be a de facto public corporation, which may continue to function until the end of the school year, and taxed the costs to the individual defendants, held the decree should be modified to permit defendants to apply to payment of costs any funds available that would have belonged to the district had it been de jure, and the judgment to stand against them for any deficiency remaining.

Division of Assets and Liabilities

The division of assets and liabilities must be accomplished by the school districts involved in boundary changes. A neutral committee is selected in accordance with the statute if the affected boards of education cannot reach an agreement.

District Township of Franklin v. Wiggins -- In 1900 the Court ruled on a case pertaining to the division of assets and liabilities. The District Township of Franklin brought suit in equity to enjoin Wiggins and the remainder of the Board of the Cooper District from authority over a school-
house and furnishings. For several years the District Township of Franklin was organized as a school district. The unincorporated Village of Cooper was located within the district. The Cooper people held a meeting and decided to reorganize, thereby forming a district of their own. This was legal according to a law enacted by the 29th General Assembly. After reorganization the Cooper Board was accused of removing some of the fixtures from a schoolhouse which they had inherited. The plaintiff charged this was improper because there had not been a settlement of assets and liabilities. The issue: Did the defendant have authority over the equipment of the schoolhouse? A decision was reached in favor of the plaintiff. The defendant had no right to remove any building fixtures until a settlement was reached (159, p. 702).

Settlement between--powers of courts. Under McClain's Code, Sections 2821, 2921, requiring in case of a school district being formed out of part of another district, that the respective boards of directors meet and make equitable division of the assets and liabilities, and if they fail to agree, that the matter be submitted to arbitrators chosen by the parties; demand for settlement and division must be made by one authorized to make demand on one authorized to act, and then, one of the boards of arbitrators failing to act, mandamus will lie to compel action; but the new district cannot take what it considers itself entitled to, nor can the courts make the division.
CHAPTER XI: ELECTIONS

The Iowa Legislature did not intend for boards of education to control all the business affairs of school districts. Statutes have been enacted which require the approval of the voters on given issues.

Cases pertaining to elections which were brought to the attention of the Supreme Court of Iowa related to the reorganization of school district boundaries and bond issues. A 60 per cent majority vote is required for the passage of a bond issue. The Iowa Constitution limits indebtedness to five per cent of the actual valuation of a district. The law provides for the levy of a tax to purchase sites and the retirement of bonds for school construction (160, pp. 1081, 1573, 1075, 1745).

Statutory provisions for school district boundary reorganization have been altered from time to time. When a reorganization election is required, a simple majority of affirmative votes is necessary for passage.

Iowa law forced small independent districts to join a 12 grade district by April 1, 1966, or be attached to an eligible district by action of a county board (161). The law did provide for a vote of the people to decide which district they preferred. Several attachments were taken to Court and decisions have not been rendered at this time.

Concurrent action of boards was provided by statute. A remnant of land not attached cannot be smaller than four sections (162). This method is frequently used to adjust boundary lines. A vote of the people is not required.

The legislature enacted a law providing a detailed manner for reorganization (163). The county superintendent and county board administer
the affairs of this procedure. A petition must be filed, hearings scheduled, boundary lines established, notices published, and elections scheduled.

A merger plan whereby all of a district must undergo reorganization was also established by law. This procedure requires a vote of the people.

Reorganization

Elections are mandated for school district reorganizations, except in the process of concurrent action by boards of education. A simple majority is required in all elections.

Taylor v. Independent School District of Earlham -- A school district boundary reorganization election was scheduled in Madison and Dallas Counties. Three citizens had not resided within the County for 60 days, even though they had lived within the proposed district for that period of time. They moved from one County to the other and consequently were denied the right to vote. Taylor, one of the citizens, brought suit against the School District of Earlham contending his right to vote. The issue: Is the requirement an essential qualification or a precautionary measure? In 1917 the Court ruled in favor of the defendant, stating that the requirement was an essential qualification. Statutory requirements stipulate 60 days of residence within a county to qualify as a voter. The law is not obligated to make it possible for all citizens to have a right to vote (164, p. 544).

Qualifications of voters--residence--school and school districts. The constitutional requirement that a citizen shall have resided in the county in which he proposed to vote,
for 60 days preceding the election, is an absolute requirement—just as absolute as the requirement that he shall have reached the age of 21 years. Where a proposed consolidated school district comprised territory within two adjoining counties, held that an elector who had resided in the proposed district for more than 60 days, but had moved from one county to the other less than 60 days prior to the election to consolidate, was not qualified.

Crawford v. School Township of Beaver -- A petition was presented to the Beaver Township Board of Education requesting the formation of a consolidated independent school district. The area included 16 sections of land. An election was scheduled and notices were posted 15 days prior to the election, in lieu of the required 10 days. The referendum approved the change in boundary lines, and the Board sought an election for a new board of education. Crawford charged that the posting of notices at an earlier time invalidated the election. The issue: Did the posting of notice at an earlier date than required by law invalidate the election? A decision was rendered by the judges in 1918 which held for the School District. The Court reasoned that the statute did not specify a maximum time for the posting of notices (165, p. 1324).

Election—notice. The statutory requirement that "not less" than ten days notice of elections shall be given does not prohibit a fifteen days notice. (Section 2746, Code 1897).

Warrington v. St. Ansgar Community School District -- Three major decisions resulted from the 1956 reorganization case. Warrington, by quo warranto, challenged the validity of the reorganization of the St. Ansgar Community School District. He claimed that the voters were forced to come to a different polling site; that the election notices
were improper; and that an election judge assisted an elderly citizen in voting. The Court was concerned whether the place of voting was known to the citizens of the proposed district; whether the considered area was contiguous; and if fraud was involved. The issues: Does changing a polling place from the site stipulated in the election notice invalidate an election? Do minor infractions invalidate an election if prejudice is not evident? The decision was unanimously rendered in favor of the defendant. It reasoned that the statute requires that a polling place be located somewhere within a village, town, or city; that minor election violation procedures do not void an election if fraud is not evident; and that board members did not play a part in the election results. Statutory requirements were met in that the area was contiguous (166, p. 1167).

Elections—change of place of voting to adjoining buildings—election not invalidated. Fact that in a school election the officials changed the voting place from that designated in the notice to the building next door would not constitute sufficient grounds for setting aside the election in the absence of showing that anyone was prevented from exercising his voting privilege by the change.

Elections—breach of a ministerial duty—effect. Breach of a ministerial duty does not invalidate an election unless a prejudice is shown, and prejudice will not be presumed.

Election—aid to aged voter by one judge—election not invalidated. In an election on the formation of a proposed community school district where one election judge aided an aged voter, his conduct, which is a breach of a ministerial duty, did not invalidate the election in the absence of a showing the voter was influenced or that prejudice resulted from such act.
State v. Booth -- The legality of the newly formed Consolidated School District of Alleman was decided by the Supreme Court of Iowa in 1915. The State of Iowa charged that the judges failed to provide separate ballot boxes, one within the unincorporated village of Alleman and the other for the territory outside these limits. The school officials claimed that two ballot boxes were not required in that Alleman was an unincorporated village. The issue: Must a separate ballot box be provided for an unincorporated village when a reorganization election is conducted? A decision was rendered in favor of the defendant. The Court reasoned that even though two ballot boxes were required, election irregularities do not necessarily void an election (167, p. 143).

Separate ballot boxes--when not necessary--schools and school districts. The violation of a law requiring separate ballot boxes, in certain contingencies, does not necessarily render the election void.

Hains v. Consolidated Independent School District of Wright -- Hains, a resident of the Wright School District, initiated certiorari proceedings to test the validity of that newly created School District. He claimed that the law had not been followed in the reorganization proceedings because the petition was not filed with the Board of Directors of the district with the greatest population. He also charged that two ballot boxes should have been provided and that the election judges were not sworn. The issue: Was it necessary to provide two ballot boxes when the territory included a village, town, or city? Would the filing of a petition with an incorrect board invalidate the election? A decision was rendered in favor of the defendant. The Court said that two
ballot boxes should have been supplied; however, this irregularity had no influence on the outcome of the election (168, p. 401).

Elections—ballot boxes. Failure to provide separate ballot boxes for the voters (a) inside villages and (b) outside villages is fatal to the validity of consolidation proceeding, when it appears that, had such boxes been furnished, the consolidation would have been defeated. (Section 279-a, Code Sup. 1913).

Independent School District No. 10 v. District of Kelley -- In 1903 a petition was presented to the Kelley Board of Education to form school boundaries contiguous with the boundary limits of the town. The Legislature had just enacted a statutory provision for this kind of organization. The proposed reorganization would have included one district which was totally located within and one partially located within the corporate limits of Kelley. School District No. 10, which was located partially within the town limits, wanted to become totally included in the boundary change and consequently brought suit against the District of Kelley. The issue: Was it valid for two districts, one totally located within and the other partially located within the city limits, to be reorganized into a new district which formed the same boundaries as the city? The Court ruled in favor of the defendant and reasoned that school district boundaries may be changed at any time as permitted by statute. The element of time does not fix school district boundaries. Independent school districts are subject to legislative control and viewed the same as other districts (169, p. 119).

Appeal—adjudication. Time does not settle the boundaries of an independent district so that they cannot be changed according to law.
A C L Community School District v. Wayne County Board -- The Allerton-Clio-Lineville School District brought suit against the Wayne County Board due to the approval of the Wayne Community School District reorganization proposal. Portions of the plaintiff's territory had been removed and included in the new proposal. The defendant claimed that the Allerton-Clio-Lineville District had recently reorganized and the pending reorganization was illegal according to Chapter 275, Code of Iowa. The issue: Can a school district, which was reorganized under the provisions of Chapter 275, Code of Iowa, be reorganized at a later date so as to deviate from the original district boundaries? The Supreme Court affirmed the lower court decision by unanimous vote for the defendant. It reasoned that there is nothing sacred about school boundaries and they may be altered at any time, provided that statutory requirements are met (170, p. 846).

Boundaries of reorganized districts are not sacrosanct. There is nothing sacrosanct about boundaries of organized or reorganized school districts.

Manders v. Consolidated Independent School District of Community Center -- Manders filed an injunction to prevent the Community Center Board of Education from expending funds to keep three outlying rural schools open. The voters previously failed to approve an issue for the construction of a central building. He demanded that the District pay tuition and transportation for the education of certain children to schools outside the District. The Community Center District did not provide a central attendance center, as provided by law. The lower court ruled in favor of Manders and the defendant Board appealed to the Supreme Court. The
issues: Is it legal for a board of a consolidated school district to operate outlying rural schools when the voters fail to approve the construction of a central building? Is a board of education obligated to pay transportation and tuition to other districts when a central building is not available? The Court ruled in 1950 in favor of the Community Center School District. It reasoned that the district court had erred because boards do have the authority to educate children in existing buildings and need not pay the cost of tuition and transportation to other schools (171, p. 883).

Consolidated district--existing schools operated when no central building voted. Where after the organization of a consolidated school district the electors by vote refused funds with which to build a central building, held the school board has authority to operate the country schools which were located in the district before the consolidation and an injunction of the district court forbidding the operation cannot stand.

Zilske v. Albers -- In a Hardin County case, relative to school district reorganization, 110 voters residing within the proposed district signed a required petition for an election. The County Superintendent fixed a date for filing objections. A total of 185 citizens challenged the wisdom of the establishment of the district, and 52 of the original 110 petitioners signed to have their names withdrawn. Zilske claimed that the citizens could withdraw their names from the petition. Albers, county superintendent, claimed jurisdiction of the petition when it was filed. He overruled the objections of the plaintiff and the electors voted favorably for the reorganization. The issue: Can names be withdrawn from a petition? The Court ruled in favor of the defendant.
It reasoned that reorganization is permissible and names cannot be withdrawn from a filed petition (172, p. 1050).

Statutes for establishment—consolidated districts—liberal construction—where establishment is approved at special election. The statutes providing for establishment of consolidated school districts should be liberally construed, and courts will go no further than to see that the methods pursued are in substantial accord with those prescribed by statute. The Supreme Court is not disposed to annul proceedings for establishing of a school district upon narrow or technical grounds, and particularly so where the proceedings have been approved at a special election by a majority of the electors.

Petitions—when signers may withdraw. Signers of a petition for the establishment of a consolidated school district may withdraw therefrom, with or without cause, any time before the petition is filed with the officer to whom it is addressed, but no withdrawal may be made after final action is taken.

Liberty Consolidated School District, Clemons Consolidated School District, and Drew v. Schindler -- A petition was filed with Schindler, Story County Superintendent, for the formation of the Zearing Community School District. The proposal included a portion of land located in Marshall County and a portion of the Liberty Consolidated School District. The area included in the proposal reduced the Liberty School District to less than 16 sections of land. Suit was initiated by the Liberty Consolidated School District, Clemons Consolidated School District and Drew against Schindler to enjoin the holding of an election. A decision was rendered in district court to dismiss the petition. An election carried favorably, which resulted in the creation of the Zearing Community School District. The plaintiffs appealed to the Supreme Court. The issue: May a consolidated school district be
reduced to less than 16 sections by a reorganization process? The Court ruled in 1955 in favor of the defendant. It reasoned that the statute did not restrict reorganization proceedings from reducing an existing district to less than the minimum sections of land as required in the reorganization of a new district. The decision of the judges was unanimous (173, p. 1060).

Community school district—formation—legality of reduction of an existing consolidated district. In an action to enjoin an election to establish a community school district alleging the area of plaintiff district would be reduced below 16 sections of land in violation of Section 274.3, C., '50, '54, held this Code section, construed in the light of Section 276.20, C., '50, even before its repeal in 1953, contains no definite prohibition against reducing below 16 sections an existing consolidated school district maintaining no approved central high school by the formation of a new district.

Altman v. Independent School District of Gilmore City — A school district reorganization proposal of the Gilmore City School District was decided by the Supreme Court in 1948. Two petitions had been circulated for the adjustment of boundary lines, one within the original Gilmore City District, and one in the proposed outside area. The petition from outside the district did not have a majority of signatures from each of the sections of land involved. Polling sites were established in each district. An election was scheduled and the voters in both areas approved the proposal. Altman initiated a petition challenging the legality of the election, charging that the petition circulated in the territory outside the original Gilmore City District did not bear a majority of signatures from each section of land. The Independent School
District of Gilmore City filed a motion to dismiss the plaintiff's petition. The issue: Is a school district reorganization petition signed by the voters at large valid, or must a majority of signatures be acquired from each section of land? A decision was rendered in behalf of the defendant. The Court could not find anything in the statutes which required a majority of signatures by sections of land. All other provisions for the election were met. The new district was legally formed (174, p. 635).

Enlargement of independent school district--sufficiency of petition from territory to be added. The statute relating to the addition of contiguous territory to an independent school district (Section 274.23, C., '46) requires only a majority of the resident electors of the entire contiguous territory proposed to be added sign the petition therefor, and not a majority of the resident electors of each government section of land in said territory.

Brooker v. Ludlow -- In 1919 a petition for the consolidation of several sections of Union Township, Madison County, was filed with the County Superintendent. Regular proceedings were followed and a hearing for objections was scheduled. At the hearing a request was filed asking that Sub-District 9 be included in the proposal. The County Superintendent ruled on the request and added the territory to the proposal. An appeal was made by Brooker, a resident of the area in question, to the County Board, which sustained the decision of the County Superintendent. Brooker brought suit, charging that County Superintendent Ludlow and the County Board did not have authority to exclude or include territory once a petition was filed with the County Board. He also
charged that the County Board had no jurisdiction over the appeal decision of the County Superintendent. The issue: Does a county board of education have jurisdiction on an objection from a ruling of a county superintendent to change school district boundaries? The Court ruled in favor of the plaintiff and reasoned that a county superintendent has the authority to establish the boundaries established in a petition; however, he has no authority to add territory. The Court also ruled that a county board is prohibited from enlarging a territory when a petition for reorganization has been filed (175, p. 760).

Consolidated districts—enlarging proposed district. The county board of education, on appeal to it in re petition for a consolidated school district, has no jurisdiction to order the inclusion of territory not already embraced within the boundaries as set forth in the petition. (Section 2794-a, Code Supp. 1913 as amended by Chapter 149, Acts 38 G.A.).

Molyneaux v. Molyneaux -- A reorganization petition was properly filed to bring together some rural area in Prairie Township of Keokuk County. Elections were held on two separate days. The issue carried at the polls, and another election was conducted to elect board members of the new district. Molyneaux brought action against Molyneaux and the remaining officers of the original Prairie Township District. (The plaintiff and defendant bear the same name; however, the Iowa Reports failed to explain this). The plaintiff claimed the elections were irregular because they were not scheduled on the same day and the petitions were insufficient. The defendant contended that the plaintiff voted in the reorganization and board elections and therefore could not deny the validity of the newly created district. Two issues faced the Court:
Must elections be conducted on the same day when deciding a reorganization proposal? Does the participation of a plaintiff in reorganization and board elections restrain him from contesting the validity of a newly created district? A 1960 decision was rendered in favor of the defendant. Elections need not be scheduled at the same time. Participation in elections by the plaintiff does not void his position in challenging the validity of a district (176, p. 100).

Conduct of election. The elections in the different districts with reference to the consolidation need not be held on the same day and at the same time. If any such requirement is contemplated by the statute it is directory merely.

Pleasant Hill Independent School District v. Norris — On April 30, 1953, a school district reorganization petition was filed with the Polk County Superintendent. The proposal was to consolidate 12 rural districts into one from land located in Polk and Jasper Counties. The Joint County Board met and fixed the boundary lines; however, several conflicts with the proposal delayed the election for a considerable length of time. Pleasant Hill Independent School District and a group of interested taxpayers filed a petition to stay the election and any further proceedings. They were unsuccessful in this move, and the election was conducted, with a favorable vote cast for the reorganization. The plaintiff then charged that the votes of its District were counted with those of the town of Altoona and that a separate ballot box should have been provided for the Pleasant Hill District. It also claimed that the vote must be favorable in each polling place. The Pleasant Hill population grew very rapidly and exceeded 200 after the time the petition was filed with the County
Superintendent. The issues: Must a separate ballot box be provided for the voters in a town which grows to a population of 200 after a petition has been filed? Can the votes of two urban centers exceeding a population of 200 be incorporated? The Court ruled in favor of the plaintiff because it was the intent of the legislature to provide for separate polling places. When separate ballot boxes are provided by statute, the vote shall be counted separately and each district must vote favorably upon the proposition (177, p. 546).

Consolidated proceedings--town incorporated before election--separate ballot box required. Where proceedings for the formation of a consolidated independent school district were begun in 1953 when there was incorporated therein which contained more than 200 inhabitants, the statutory requirement for a separate ballot box in any district containing such a town related to the time of the election and not to the time the proceedings to form the district were started, and it is mandatory that the proposition for organizing the district carry in each of the respective territories proposed be included.

Election--votes of two urban centers in proposed new district--counted separately. Where in the proposed formation of a consolidated school district two of the districts that were proposed to be included contained towns with more than 200 inhabitants, they constituted "respective territories" and the votes of the two towns cannot be counted together.

Turnis v. Monticello Board of Education - The Monticello School District initiated school district reorganization, and all proceeded well until Turnis petitioned for a writ of certiorari challenging the actions and jurisdiction of the Joint County Board. The plaintiff charged that the Jones, Linn, Dubuque, and Delaware County Boards established a polling place outside the boundary area and that they had no authority to establish boundary lines due to the interruption of a stay order. The
election resulted in a vote of 1200 for and 184 against the reorganization election. The issues: Does the assignment of a polling place outside the proposed boundaries invalidate an election when an issue is carried by a majority? Does a stay order hinder the establishment of boundary lines for a reorganization proposal? A 1961 decision was rendered in favor of the defendant. A polling place outside the proposed district does not invalidate an election when it does not enter into the decision of the voters. The Joint Board acted correctly after the effect of the stay order was removed by rescheduling, serving notices, and meeting to establish boundaries in accordance with the proposal (178, p. 922).

Elections--polling place outside the boundary--legality. The use of a schoolhouse located a few feet beyond the boundary line of the proposed district did not invalidate the election where it appears 12 of the 17 qualified voters in that district who voted favored the proposed community district and the election carried by a vote of 1200 in favor and 184 against the proposal, the deviation from the statutory requirement as to location of the polling place being but an irregularity.

Stay order--compliance--delay in fixing boundaries--no abandonment of proceedings. Where, because of a stay order from the district court, the joint board did not proceed to establish boundaries at the meeting called for the purpose, the inaction did not constitute the abandonment of the organization proceedings, where upon release of the stay, new notice was given and a hearing held.

Rollins v. Halverson -- A feasibility study for the reorganization of school district boundaries was conducted in the town of Oakland and adjoining areas. This resulted in a petition requesting school district reorganization which was filed with the Pottawattamie County Superintendent. Legal descriptions differed in three or four instances from the plat and the notice of the time scheduled for objections did not
stipulate the method of board selection. Four persons presented objections at the proper meeting. Those objecting did not challenge the method of electing a board of education. Following the hearing, the County Board, with two members absent, decided to recess the meeting and defer final decision to a later meeting. There were no appeals from the decision of the County Board within the 20 day waiting period, as established by law. The polling places were designated and the judges and clerks of the election were named. The voters favored reorganization and a board was elected on February 3, 1964. Rollins charged that Halverson had selected homes of those in favor of the issue as polling places and that several of the election officials favored the proposition. Rollins also charged that all of the county board members were not present at the meeting when objections were heard and that the method of electing board members was not included in the notice of hearing. The issues: Did election officials and home owners influence the voters of the district? Must all county board members be present at a hearing for objections to a reorganization proposal? Must the method of board selection be mentioned in the notice of hearing for objections? A decision was rendered in 1965 for the defendant. The Court decided that none of the charges were valid and no fraud was found. A new district was created (179, p. 399).

Election on plan for reorganization—validity. An election resulting in approval of a plan for reorganization of a school district was not unfairly conducted because several of the voting places were in homes of those known to favor the plan and several judges and clerks were advocates of it, in the absence of showing of acts of any of the parties which might influence the voters that day.
Hearing on objections to tentative plan—quorum of board sufficient—absent members qualified to vote on final decision. There is no statutory requirement that all members of the county school board be present at a hearing on objections to a proposed reorganization, and a quorum is sufficient, and members who were not present at the hearing may participate in a later decision to amend the plan.

E lecting directors—method need not be set out in notice of hearing. There is no statutory requirement that the method of choosing school directors be set out in the notice of hearing on objections to a petition for school reorganization.

Alley v. Mills County Board of Education -- In 1961 Alley brought suit against the Mills County Board to prevent that body from attaching territory of less than four sections to the Malvern School District. The Mills County Board had previously fixed the boundaries of the proposed Nishna Valley Community School District which resulted in remnants of land, one of which was the residence of the plaintiff. Alley charged that the defendant had exceeded its authority in the boundary settlement of the Nishna Valley District so as to exclude land already excluded from the Malvern District. He also claimed it was improper to assign the remnants of land to Malvern without a vote of the people. The issues: May a county board fix boundary lines for school district reorganization prior to an election? May the citizens of an area of less than four sections vote as to their assignment to a larger district? A decision was rendered for the defendant. A county board may alter proposal boundary lines prior to an election. An election by the people for attachment of territory was not provided by statute (180, p. 1142).

Reorganization—authority of board to amend proposed boundaries. A county board has authority to amend the
boundaries of any reorganization proposal submitted to it before the proposal is placed before the electorate.

Attachment of remnant districts—vote of electorate not required. There is no statutory provision for a vote by the residents of remnant school districts, which have been excluded from a school reorganization proposal, as to which contiguous district they desire to join.


On January 28, 1958, a petition for the reorganization of the Grinnell-Newburg Community School District was filed with the County Superintendent of Poweshiek County. The area described in the petition included land located in Jasper and Poweshiek Counties. A meeting of the Joint Board was scheduled and boundary lines were established; however, portions or all of nine sections of land were excluded from the proposal. The State Board of Public Instruction approved the action of the Joint Board when an appeal was brought to its attention by the Grinnell Board. An election was scheduled which resulted in the creation of the new district, effective July 1, 1958. On January 31, 1958, a petition for reorganization was filed in behalf of the proposed Brooklyn-Gurnsey-Malcom Community School District. The petition included 24 sections, which at that time were pending in the Grinnell-Newburg proposal. At a hearing for objections, John Talbott, an attorney for the Brooklyn-Gurnsey-Malcom proposal, requested withdrawal of the 24 sections from the petition. The Joint Board met to set boundary lines and at that meeting set aside nine sections of land from the Brooklyn-Gurnsey-Malcom District which were originally in the Grinnell-Newburg proposal. An appeal was submitted to the State Board of Public Instruction. A deci-
sion was rendered and the nine sections of land were reassigned to the Brooklyn-Gurnsey-Malcom District. The Sheridan Rural School District brought the case to the Supreme Court, claiming that the State Board was unreasonable and had no authority to overrule the Joint Board. It wished to keep the territory from becoming a part of the Brooklyn-Gurnsey-Malcom District. The Gurnsey District was named defendant to prevent it from becoming a portion of the Brooklyn-Gurnsey-Malcom District. The issue: Does a board have jurisdiction over territory which is included in a prior petition for reorganization? A decision was rendered in favor of the plaintiff. The Court removed the nine sections of land from the Brooklyn-Gurnsey-Malcom School District. Territory previously included in a school district proposal is not under the jurisdiction of another district (181, p. 460).

Overlapping—territory—priority of district first filing a petition. An attempt by a school board to exercise jurisdiction over and include territory in a proposed school district which has been included in a prior petition filed by another district is in excess of its authority.

**Peterson v. Joint County Board of Boone and Hamilton Counties** — A petition was filed with the County Superintendent of Hamilton County for the boundary reorganization of the proposed South Hamilton School District. The Joint Board of Boone and Hamilton Counties met to establish boundary lines and amend the joint county plans. Voters of the proposed area adopted the measure by a vote of 1007 to 694. The election carried in 11 of 13 districts and a board of education was elected at a later date. Peterson brought charges against the Joint County Board of Education, claiming that the Stanhope District had recently reorganized and main-
tained its identity by operating a 12 grade system. He also claimed that the Stanhope District could not be included in another district by outsiders if that District did not vote to do so prior to July 1, 1962. The Stanhope District was one of the two districts which failed to approve the South Hamilton proposal at the polls. The issue: Could the Stanhope District be legally included in the South Hamilton proposal? A 1960 decision was rendered in favor of the defendant. The Stanhope District became a part of the South Hamilton District because districts are always permitted to reorganize (182, p. 1306).

Districts maintaining twelve grade schools—attachment to another district—statutes governing. A community school district maintaining a twelve-grade system is not included in the area over which a county board is given authority to attach a twelve-grade system by the provisions of Section 275.1, C., '58, the proceedings to include such district into a new community district being governed by Sections 275.12 to 275.20 inclusive pertaining to uniting two or more districts in different counties into a single district.

**Brighton Independent School District v. Joint County Board of Keokuk, Jefferson, and Washington Counties** -- In 1961 a reorganization petition was circulated to form the Lake Darling Community School District, with land in Keokuk, Washington, and Jefferson Counties. The Joint Board met to hear objections and established the boundaries, with some minor changes, by a vote of nine to five. A few days later the same Joint Board met and reconsidered the boundary establishment and by the same vote decided not to approve the proposed reorganization. The Joint Board did not go on record to dismiss the petition. The Lake Darling District appealed to the State Department of Public Instruction. A decision was
rendered which declared the petition had been dismissed by the Joint Board. The Brighton Independent School District, which was a part of the Lake Darling proposal, brought suit against the Joint County Board, charging that failure to approve the petition did not create a dismissal.

The issue: Does the failure to approve a petition by a joint board result in its dismissal? A decision was reached in favor of the plaintiff.

The Court stated that a joint county board is mandated to establish school boundary lines or dismiss a reorganization proposal (183, p. 734).

Joint boards--mandatory duty to establish district or to dismiss petition. Joint county boards have a mandatory duty to establish the boundaries of a proposed school district or to dismiss the petition for organization thereof.

Shilling v. Jefferson Community School District -- Two school district reorganization proposals were circulated in 1959 which brought forth an issue relative to filing time. A petition proposing the creation of a new Central Tri-County Community School District, with land in Greene, Guthrie, and Dallas Counties, was circulated. Another petition was circulated at the same time for adjustments in the Jefferson Community School District boundaries located totally in Greene County. This petition was filed with the Greene County Superintendent at approximately 11:15 P.M. on April 27, 1959. The petition was marked "filed" and taken by the Superintendent to his office at 7:30 A.M. the following day. The petition for the revised Central Tri-County Community School District was filed with the Guthrie County Superintendent at her home at approximately 3:20 A.M. on April 28, 1959. This petition was marked "filed" and taken to the office of the County Superintendent at 6:00 A.M.
on that day. A hearing for the Central Tri-County proposal was held on May 11, 1959. The Greene County Board attended and participated in the hearing, after relating that it waived none of its rights by being a participant. A motion was made and affirmed to dismiss the petition. The Greene County Board approved the Jefferson proposal and it successfully carried at the polls. Shilling brought suit against the Jefferson Community School District by quo warranto action, testing the legality of the organization of the District. The issue: Does a difference in time establish priority in filing a petition for school district reorganization? A decision was rendered in favor of the defendant, thereby declaring it a legally constituted district. The Court reasoned that priority did exist with the time of filing (184, p. 491).

Schools and school districts. Petition--filing--priority in time. A petition for organization of a school district is filed when left with the proper superintendent for filing in the usual manner, and where a petition for a single county district was received by the county superintendent at his home at 11:15 p.m. on April 27 and marked filed at that time the proceedings had priority over proceedings for a tri-county district by a petition filed by a county superintendent at her home at 3:20 a.m. on April 28.

Grant v. Norris -- Ralph Norris, Polk County superintendent, received a petition to consolidate 11 school districts located in Polk and Jasper Counties. The petition was filed on April 30, 1953, to form the boundaries of Southeastern Polk and Jasper Counties. Publication laws were complied with and a hearing for objections was held. The objections were overruled, with the exception of a small parcel of land in Jasper County. An appeal of the County Superintendent's ruling was made by the objectors to the Joint County Board. The Joint Board excluded three
and retained eight districts in the proposal. An election was scheduled, and six of the eight districts voted favorably for the proposal. The Polk County Superintendent proceeded under the provisions of Chapter 276, Code of Iowa, and considered the proposition carried because a majority of districts voted favorably upon the measure. He then called an election for a district treasurer and five board members. The Legislature repealed Chapter 276 during the course of the reorganization. Grant, representing the Pleasant Hill District, filed a petition for writ of certiorari against the Joint County Board and its Superintendents. The plaintiff charged that the Joint County Board exceeded its jurisdiction in fixing the boundaries and in calling the election. The defendant contended that the plaintiff waived his right to bring action because he had voted in the election; also, that the Joint Board had the authority to establish district lines. The issues: Did the plaintiff waive his right when he voted in the election establishing a school district? Could the reorganization become a reality under Chapter 275 due to the repeal of Chapter 276, Code of Iowa? A decision was reached in 1957 which permitted the District to stand; however, the County Superintendent was required to republish his order following the final disposition of appeal. The hearing of the Joint Board was held and the Superintendent and Joint Board proceeded under Chapter 276, Code of Iowa (185, p. 236).

Participation in election—voter not estopped to question validity. Participation in an election to pass on a proposal to create or alter a school district does not estop a voter to attack the validity of the creation or alteration.
Right of electors who voted in election of school officers to challenge validity of district. Plainiffs in certiorari action to test legality of formation of a school district who filed objections with the county superintendent and appealed to the joint boards of education of the two counties involved did not waive their right to maintain their action in certiorari by voting for directors and treasurer at the election called by the superintendent to choose these officers for the new district.

Bond Issues

Bond issues usually provide for funds to construct, remodel, or repair school buildings and the purchase of school sites.

Strawn v. Independent School District of Indianola — The Indianola School District held an election in 1925 to approve the sale of bonds for the construction of a schoolhouse. The issue carried by a majority of 99 votes. Strawn questioned the validity of the election, charging that unqualified voters were permitted to cast ballots. Simpson College students were claimed to be ineligible to vote. The issue: Did the ineligible students who voted in the Indianola bond issue election influence the results? The Supreme Court ruled in favor of the defendant. It reasoned that the number of students permitted to vote did not influence the outcome of the election. Only five student votes were in question. All judges concurred (186, p. 1078).

Elections—illegal votes—effect. The reception of illegal votes at an election becomes unimportant when such votes are insufficient to change the results.

Frakes v. Farragut — Frakes initiated court action in equity against the Farragut Community School District due to irregularities in a
special bond election. The plaintiff claimed that some favorable votes were improperly counted and some negative votes improperly rejected. He also challenged the votes of two nonresident students, Max and Charlotte Livingston, who were attending college in Tarkio, Missouri at the time. They were residents of the Farragut community; voted in previous elections; attended church in Farragut; and filed Iowa income tax. The issues: What constitutes a student's residence? May a student vote in a place of his residence? A 1963 decision was rendered in favor of the defendant. It is reasonable for college students to establish their residence at home. One may vote in the place of his residence (187, p. 88).

Bond election--couple attending college in Missouri--qualified to vote. A young married couple whose home had been in Fremont County, Iowa, and who went to Missouri for the sole purpose of attending college with no intention of making a permanent home there, and after graduation intend to return, were qualified to vote in a school bond election in their home county.

**Headington v. North Winneshiek Community School District** -- Headington challenged the validity and results of a school bond election. Ballots were printed on white rather than yellow paper, as required by law, and the printing and writing could easily be read on the reverse side. The plaintiff also claimed the paper upon which the ballots were printed was not opaque and determining the marking thereon was difficult. The term "Official Ballot" was not printed at the top of the ballot. Headington claimed that the Board of Education was in violation of the statute by selecting an excessive number of judges; selecting clerks without statutory authority; substituting a judge for one who was ill;
reducing the polling places from four to one; and the clerks had not initialized the ballots. The issue: Will minor election infractions invalidate an election when fraud is not evident? A decision was rendered for the defendant. The election officials were selected by the Board in good faith and properly documented in the minutes of an official board meeting. The printing of ballots on white paper did not comply with the law. The Court stated that ballots both initialed and not initialed by a clerk could be counted. Election results could not be altered and no fraud was discovered (188, p. 430).

Ballots--paper used not completely opaque--technical defect. Ballots used in a school election printed on white paper through which printing and writing could be read and it was possible but not easy to determine how the ballot was voted constituted a technical deviation from the statute and non-compliance with a directory rather than a mandatory provision, and the election was not void by virtue thereof.

Bond election--judges and clerks--substitute judge. In a school bond election where the board had selected four judges, two substitute judges, three clerks and one substitute clerk, all of whom were qualified electors, although there is no statutory provision for more than three judges or for any clerks, and when one substitute judge failed to appear her husband took the oath and served the election was not invalidated. Section 277.10, Code of 1962.

Bond election--designation of polling place. In a school bond election where one of the four voting precincts within the school district was designated as the polling place at a special meeting of the board, as shown by the minutes of the meeting and by a resolution providing for the election and for voting at one specified precinct, a legal consolidation of the voting precincts was effectuated, in the absence of a petition opposing it. Section 277.5, Code of 1962.

Bond election--extra help at polls--election valid although statute not strictly followed. Extra help at the polls during a school bond election by qualified electors duly sworn does not vitiate an election, although there was not strict
compliance with the statute in selection of the judges and clerks, in the absence of showing of fraud or prejudice. Section 277.10, Code of 1962.

Honohan v. United Community School District -- A Boone County case involving a $700,000 bond issue for the construction of a school building in the United Community School District was decided in 1965. Honohan contended that the public measure which appeared on the ballot was not the same as that printed on the election petition and election notice. The issue: Does the difference in the printing of contents of a public measure on the ballot, petition, and election notice invalidate an election? All judges concurred in behalf of the plaintiff. The Court reasoned that the legislature requires a petition for an election, notices of an election, and ballots. No part of a public measure may be omitted from a ballot (189, p. 57).

Gibson v. Winterset Community School District -- The Winterset Board of Education was preparing to submit a seventh bond issue to the people for the construction of a new building. A total of $890,000 was proposed, which was the same as the first issue. Mandamus was sought by Gibson to demand that the Board conduct an election for an amount of $500,000. The Board of Education believed it had the authority to make a choice. The issue: May a bonding proposition which is filed with a board secretary at the time of an unsuccessful election be reason to void a
petition submitted at a later date? The Court in 1965 held in favor of
the plaintiff because of priority in filing. There was no violation of
the statute in filing a petition with the Board at the time of the
election (190, p. 440).

Bond issue election--action of school board in refusing to
submit petitions--arbitrary and capricious--mandamus. Where
the board of school directors had unsuccessfully submitted
four bond issues in excess of $800,000 and for more than six
months plaintiffs had been trying to have one or more of
their $500,000 bond issue proposals submitted to electorage,
the board's consistent failure to recognize plaintiffs'
rights to have an election on their proposals constituted
arbitrary and capricious action subject to relief by man­
damus.

Bond issue election--request in petition to delay sub­
mission--validity. Request in a petition for an election
on a school bond issue that it be filed immediately but not
acted upon until after the election on another bond issue
that was to be held three days later did not invalidate the
petition or make it illegal.

Kirchoff v. Humboldt Community School District -- The Humboldt Community
Board of Education named and qualified two board members as relief
judges prior to the opening of the polls for a bond election. They
also assisted in canvassing the ballots. Kirchoff charged that the
relief judges could not legally serve and that the election was void.
The issue: Is an approved bond issue valid when minor irregularities
occurred prior to or during the election? The Court held for the
defendant. It reasoned that an election is valid even though technical
violations are noted when no fraud or prejudice is found (191, p. 756).

Bond issue--election--relief judges appointed prior to
election--de facto officers. Relief judges appointed
prior to an election on a school bond issue were at least
de facto officers and the election should not be invali­
dated unless prejudice is shown. Section 277.10, Code of
1958.
Election—bond issue—handling of ballots. A school bond election by a district having only one voting precinct will not be invalidated by failure to comply with Chapter 50, C., '58, as to handling the ballots and disposition of those not used in the absence of showing of fraud or prejudice.

Winespear v. District Township of Holman -- A case testing the legality of the incurrence of a debt which was voted by the people came before the Court in 1873. Winespear charged that the Township of Holman could not incur a debt. The issue: Did the bonded indebtedness exceed the constitutional limitation? A decision was reached in favor of the defendant. The Constitution provides for the indebtedness of school districts not to exceed five per cent of the actual valuation of a district (192, p. 542).

Limit of indebtedness: Constitutional law. A school district township is a political or municipal corporation within the meaning of Article 2, Section 3 of the constitution, inhibiting such corporation from incurring indebtedness to an amount exceeding five per cent on the taxable property of the corporation.

Chambers v. Knoxville Board of Education -- Fifty-one citizens attempted to prevent the Knoxville Board of Education from issuing bonds to build a schoolhouse. Chambers charged that the rate of interest was not published prior to the election. The issue: Must a resolution or notice of election stipulate the rate of interest? In 1915 the Court affirmed the election as valid because the law provides for the maximum rate of interest. The rate of interest is not known prior to the sale of bonds (193, p. 340).

Elections--form of notice. Interest rate. In submitting to the electors of a school district a proposition, under Sections 2820-d1--2820-d4, Sup. Code 1913, to bond the
Adams v. Fort Madison Community School District -- A bond issue for the construction of school buildings was defeated in the Fort Madison Community School District in February 1969. The issue received a 53.1 per cent favorable vote. Several voters of the District initiated legal proceedings in an attempt to reverse the statute, which requires a 60 per cent favorable vote. The issue: Is a majority vote sufficient in a bond issue? The Court rendered a six to three decision in favor of the 60 per cent majority vote. It reasoned that the United States Constitution requires an extra-majority or two-thirds vote of both Chambers of Congress for impeachment, expulsion of a member, and amendment to the Constitution; whereas, in other areas a simple majority is sufficient. The matter of the bond issue falls in the extra-majority category. A bonding program is scheduled for a 20 year period. An extra majority of votes at the local level protects the purchaser against worthless bonds, and the taxpayers against taxes which cannot be paid during periods of economic recession. The decision was rendered on December 15, 1970. Time has not permitted this case to appear in the Iowa Reports. Information was obtained from the news media; consequently, headnotes are not available.
CHAPTER XII: ADMINISTRATIVE APPEALS

The School Laws of Iowa, a Department of Public Instruction publication, provides for a system of administrative appeals from local to county and state level. The legislature created this system of administrative remedy because it is faster and less costly than can be obtained in the courts. Some statutes provide for appeals to the court when administrative remedy has been exhausted. Other laws mandate the decision of the administrative tribunal to be final; however, given circumstances have permitted some cases to be ruled upon by the courts.

Decisions resulting from administrative appeals have frequently been challenged. As early as 1865 the Supreme Court of Iowa cast doubt upon an administrative appeal statute which permitted a county superintendent to render a decision which was to have been final.

District Reorganization Appeals

School district reorganization appeals have frequently been brought to the attention of the county and state superintendents. These appeals are frequently initiated as a result of dissatisfaction over boundary lines.

Iowa Falls Board of Education v. State Board of Public Instruction --
In 1959 the Iowa Falls Community School District petitioned for reorganization of its school district with territory located in Franklin and Hardin Counties. The Joint County Board met in session and excluded
seven sections of land from the proposal. The dissatisfied Iowa Falls Board appealed the decision to the State Board of Public Instruction. This appeal resulted in a ruling which excluded territory from the proposal. An aggrieved Iowa Falls Board brought suit to recover the land which had been excluded from the proposal. The issue: Can an independent school district appeal a decision of a joint board to the State Board of Public Instruction? A decision was rendered in favor of the defendant. The judges found that the State Board had not exceeded its authority and school districts may appeal a decision of a joint board to the State Board (194, p. 672).

Appeals to state department of public instruction—not limited to county boards. An independent school district has the right to appeal to the state superintendent of public instruction from the decision of joint county boards fixing the boundaries of a proposed community school district even though there was no dispute between the county boards and no appeal taken by either board to the state department.

**Durant District, Montpelier District, and Cedar County Board v. Iowa State Board of Public Instruction** -- Voters of the Durant Community School District and other contiguous districts circulated and filed a petition for the reorganization of school boundary lines with the proper County Superintendent. The Joint Board of Cedar, Scott, and Muscatine Counties met to hear objections and approved the plan with only minor modifications. An appeal was brought to the attention of the State Superintendent by objectors living in the Montpelier No. 4 and Sweetland No. 5 Districts. The State Superintendent and two assistants heard the case. The proceedings and decision were reviewed by the State
Board and the petition was dismissed. The Durant District, Montpelier District, and Cedar County Board brought the case to Court. The plaintiffs charged that the State Superintendent and his assistants had no right to conduct the hearing and that it should have been heard by the nine member State Board. They also charged that the State Superintendent was without jurisdiction to act because the Cedar County Superintendent was not given notice by the Districts of their appeal to the State Superintendent. The defendant claimed the plaintiffs did not notify the County Superintendent regarding the appeal brought to the State Board of Public Instruction. Consequently, this was a violation of the law. The issues: Did the State Superintendent and his assistants have authority to conduct the hearing? Must the County Superintendent be notified by the parties which file the appeal with the State Superintendent? A decision was reached in 1960 which favored the defendant. The State Superintendent and his assistants did legally hold the hearing and the findings were reviewed and approved by the State Board of Public Instruction. The plaintiffs were under no obligation to notify the County Superintendent of the appeal brought before the State Superintendent (195, p. 237).

Organization—jurisdiction of state board—controversy—hearing by state superintendent and two assistants. State board of public instruction did not lack jurisdiction to hear a controversy concerning formation of a community school district because only the state superintendent and his two assistants conducted the hearing where their findings and conclusions were approved by the state board at one of its regular meetings, and the board specifically designated the three officials to conduct such hearings.
Organization—controversy to state board—notice requirement. Statutes providing for taking to state board of public instruction a controversy concerning approval by joint boards of a proposed district do not require service of notice upon county superintendent by parties who brought the controversy to the state board. Sections 275.18 and 285.12, Code of 1958.

Springville Community School District v. Iowa State Board of Public Instruction -- In 1961 the Supreme Court of Iowa ruled on a case involving two county boards which could not reach an agreement in establishing boundary lines. The Joint Board of Jones and Linn Counties did not agree to the assignment of the Viola Township District. This area was located adjacent to the line dividing the two Counties. Originally the State Board of Public Instruction assigned the Viola territory to the Linn County plan. Later the Anamosa Community School District presented a petition for a change in county plans, which included the Viola District. The Joint Board vote ended in a tie. A second appeal was brought to the attention of the State Board. This appeal was returned to the Jones and Linn County Board for its decision. The Springville Community School District brought suit against the State Board of Public Instruction. The issue: What jurisdiction does the State Board of Public Instruction have in matters resulting in a tie vote of a joint board? A decision was rendered in favor of the defendant. The Court reasoned that it was the duty of the Joint Board to reach a decision or dismiss the petition and the State Board of Public Instruction had ruled correctly. The State Board may not rule on matters not covered by statute (196, p. 907).

Joint boards—controversies to state department—final decision. The controversy arising from a meeting of joint boards to determine and fix boundaries that may be brought to the state department is one that arises
from a final decision, either fixing boundaries or dismissing the petition, and there is no provision for bringing a controversy over an intermediate motion or interlocutory order to the department.

Controversy--jurisdiction of state department--not conferred by motion of joint boards. A motion of the joint boards that a controversy be presented to the state department is not sufficient to confer jurisdiction where none is conferred by statute.

Essex Independent School District v. Montgomery County Board of Education -- A petition was filed in 1958 for the formation of the Coburg-Essex School District. The proposal included 21 existing districts. More than 20 per cent of the eligible voters signed the petition. The Joint Board, comprised of Page and Montgomery Counties, scheduled a hearing and by a vote of seven to three approved the proposal. Montgomery County, with three dissenting votes, appealed to the State Board of Public Instruction. The School Districts of Red Oak, Clarinda, and Shenandoah also appealed to the State Board. Their appeal was dismissed because they were not aggrieved parties. The decision of the State Board, as a result of the Montgomery County hearing, stated that the reorganization planning was inadequate and the petition submitted lacked sufficient signatures. The appeal was dismissed. From this decision a suit was initiated by the Essex Board which ended in the Supreme Court. The plaintiff challenged the authority of the State Board in its ruling on the appeal. The Montgomery County Board contended that the plaintiff could not bring suit because it had not sought administrative relief by appealing to the State Board. The issue: Can a district bring suit without first seeking proper administrative relief from the State
Board? A decision was reached which stated that the State Board has authority to dismiss all proceedings, affirm the action of a joint board, and make modifications. The case was dismissed because proper administrative relief had not been sought. A district must appeal to the State Board prior to initiating court proceedings (197, p. 1085).

Joint boards—appeal must be first taken to state department. There is no provision for appeal directly from joint boards to the district court, and such appeals must be to the state department, which is given extensive authority and cannot be by-passed.

Essex Independent School District v. Montgomery County Board of Education -- A second petition was circulated and filed for the reorganization of the Essex and Coburg Districts which included 33 sections of land. This proposal included slightly less land than the original one and did not conform to either of the county plans. The plan also disregarded a tentative four-county plan which was approved by the County Boards of Adams, Montgomery, Taylor, and Page Counties. The Montgomery County Board appealed to the State Board of Public Instruction on the grounds that the proposal violated its county plan and that it did not meet the prescribed standards relative to sound reorganization. A decision of the State Board ruled in favor of the Montgomery County Board, which resulted in court action initiated by the Board of Education in and for the Essex Independent School. The plaintiff claimed that all previous proceedings met the legal requirements and that the proposal should have been brought to a vote of the people. The issue: Can the Court determine the reasonableness in the formation of district boundaries after a proposal has been rejected by the State Board and
such decision sustained by district court? A 1963 decision reached by
the Court ruled in favor of the defendant. The reason was that a Court
cannot decide the wisdom of a reorganization proposal (198, p. 537).

Decision of state department--questions determined by court.
On an appeal by joint boards from a decision of the state
board the court may consider the judicial question whether
the joint and state boards exceeded their jurisdiction and
whether their orders were wholly arbitrary, unreasonable and
without support in the record.

Board of Directors of Stanton Independent District v. Montgomery County

Board of Education -- A petition was filed with the Montgomery County
Superintendent for the formation of the Stanton Community School District.
A hearing was scheduled by the Joint Board of Montgomery and Page Counties
and the petition was dismissed. The Board of Directors of the Stanton
District appealed to the State Board of Public Instruction. The hearing
resulted in a decision sustaining dismissal of the petition by the Joint
Board. The plaintiff then brought suit in district court against the
Montgomery County Board and in so doing joined the State Department of
Public Instruction, State Board of Public Instruction, and State Super­
intendent with the Montgomery County Board as defendants. A decision
was reached sustaining the findings of the Joint Board. In 1960 the
case was appealed to the Supreme Court. The issues: Was it proper to
join the State Department of Public Instruction, State Board of Public
Instruction, and State Superintendent as defendants? Was the action of
the State Department of Public Instruction quasi-judicial? Is the State
Department of Public Instruction regulatory and supervisory? A deci­
sion was rendered in favor of the defendant. It was not necessary to
join the State Superintendent and the two governmental agencies as defendants. They were considered supervisory and regulatory relative to reorganization of boundary lines; therefore, they should not have been joined any more than the presiding judge of the district court. All aspects of the case were considered even though the joined defendants were dropped (199, p. 589).

**Appeal from decision of state department—not a necessary party defendant.** On appeal to the district court from a decision of the state department of public instruction dismissing a petition for formation of a community school district, it was necessary or permissible to join the state department of public instruction, state board of public instruction and the state superintendent of public instruction as defendants and trial court's order dropping them as such defendants was proper.

**State Department—actions quasi-judicial but not judicial.** While the action of the state department of public instruction may be termed quasi-judicial that fact does not remove it from the legislative category or make it judicial.

**State Department—legislative functions.** The state department of public instruction is a supervisory and regulatory board as to proper development of school reorganization in the state, with functions primarily legislative in nature.

**Stanton Board of Education v. Montgomery County Board of Education**

A second attempt was made to establish a change in the Stanton School District boundaries in 1961. A petition was filed with the Montgomery County Superintendent for reorganization of lands in Page and Montgomery Counties. The area was comprised of 78 square miles, and a total of 334 students. A hearing was scheduled by the Joint Board and many written and oral objections were considered. The proposal was approved by a vote of seven to three. Three members of the Montgomery County Board disapproved the proposition, and that Board appealed the decision
to the State Board of Public Instruction. Following a hearing, it was decided to dismiss the reorganization proposal. The Stanton Board appealed the decision of the State Board to the lower court, which affirmed the decision. The plaintiff claimed that the Montgomery Board had failed to comply with the law in changing the county plan and that the Board's appeal to the State Board changed the county plan. The issue: Did the State Board of Public Instruction comply with the statutes in reviewing the appeal? A decision was rendered sustaining the decision of the State Board of Public Instruction to dismiss the proposal (200, p. 1285).

Reorganization—appeal to state department—legislative functions. On appeal of a controversy from a meeting of county boards to the state department the proceedings before the department involve legislative functions.
Section 275.16, Code of 1958.

Grimes Board of Directors v. Polk County Board of Education -- A petition to reorganize the Dallas Center, Grimes Independent District, and other territory was filed with the Polk County Superintendent. A Joint Board, representing Dallas and Polk Counties, scheduled a hearing and thereafter approved the proposal. The Webster District, which was included in the plan, opposed the reorganization and appealed its objection to the State Board of Public Instruction. Following a hearing the State Board of Public Instruction dismissed the petition. The Grimes Board of Directors then filed an appeal in the lower court, which was opposed primarily by the Polk County Board of Education. A decision of the lower court ruled that the Polk County Board was not a proper party to the appeal. It further ruled that the State Board acted without jurisdiction upon the appeal of the Webster District and ordered the State
Board to approve the petition. Upon this decision the Polk County Board appealed the case to the Supreme Court of Iowa. The defendant contended that the trial court erred when it ruled that the Polk County Board was not a proper party to resist the appeal. The plaintiff claimed the State Board of Public Instruction was arbitrary and unreasonable. The issue: Did the State Board exceed its authority in this case? A 1964 decision was awarded to the defendant because the records did not support the plaintiff's charge that the State Board was unreasonable and arbitrary. The Polk County Board did properly resist the appeal (201, p. 106).

Transportation Appeals

Transportation controversies were brought in the form of appeals to various county superintendents and the state superintendents. Some of these decisions were brought to Court by dissatisfied plaintiffs.

County Board of Bremer County v. Parker -- The records indicated in a transportation appeal case that Sub-District No. 6 designated its elementary and secondary students to the Waverly Independent School. This designation was disapproved by the Bremer County Board. Following the decision, the Waverly District and portions of Districts Nos. 2 and 3
of LaFayette Township appealed to the County Board. Again the request was disapproved. The Waverly District and the same rural Districts appealed to the State Superintendent and the decision of the Bremer County Board was reversed. Certain bus routes were to be revised so as to transport the designated children. The Bremer County Board filed a petition for writ of certiorari because the State Superintendent had required changes in the Waverly bus routes and this created a duplication of travel with the Denver District on some boundary roads. Jessie Parker, state superintendent, filed a motion to quash the writ and dismiss the petition. The Bremer County Board brought the case to Court and charged that Parker exceeded her authority and acted contrary to the law. The issue: Is the decision of the State Superintendent subject to review? A 1951 decision was rendered in favor of the defendant. According to statute, the ruling of the State Superintendent is final and not subject to review (202, p. 1).

Appeal to superintendent of public instruction if dispute concerning bus route—decision final if official has jurisdiction of parties and subject matter. Under the provisions of Section 285.12, C., '46, '50, the decision of the state superintendent of public instruction in a disagreement as to the establishment of a bus route is final and is not subject to review if that official has jurisdiction of the parties and the subject matter.

Queeny v. Higgins -- In a 1907 case relating to administrative relief, Queeny brought mandamus to require Higgins to enter into a transportation contract with him, or anyone else, to transport his daughter. Queeny lived beyond the statutory walking distance. The defendant, a member of the Board, refused to enter into a contract for transportation. Queeny
brought the case to Court, seeking the service for his daughter. The issue: Is a transportation appeal a matter of decision for the Court or for the County and State Superintendents? The decision stated that an appeal of this type shall not go to the Court but to the County Superintendent, and then if not resolved, to the State Superintendent (203, p. 573).

Transportation of children—mandamus. The question of transportation of pupils to and from public schools involves an exercise of judgment and discretion by the school board, and the remedy for one aggrieved by its action is appeal to the superintendent and not mandamus.
CHAPTER XIII: SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

Need for the Study

This study was designed to assist board members, superintendents, principals, teachers, noncertified employees, students, and any other interested persons in gaining a better knowledge of school law. These people are not expected to have a technical knowledge of school law; however, they should possess a general knowledge of the subject.

The Problem

School laws are a product of the legislature. The statutes themselves possess some ambiguities which must be cleared to have a viable function. The problem is, therefore, to obtain a clear concept of school law, not only the words and phrases as enacted by the legislature, but their true meaning as declared by the Court.

Procedures

The 261 copies of the Iowa Reports, published by the State of Iowa, were the primary source of information. Supreme Court cases were briefed by securing the following predetermined, primary data: (1) facts, (2) issues, (3) decisions, and (4) reasons. The findings were organized into chapters which included school districts, boards, buildings and grounds, teachers, students, transportation, reorganization, elections, appeals, and summaries, conclusions, and recommendations. All chapters were divided into sub-topics. Each case was summarized, followed by
one or more headnotes which appeared in the Iowa Reports. This chapter contains the summary, conclusions, and recommendations.

A cross-reference index has been placed in the appendix for the convenience of the reader. The topics and issues are listed in alphabetical order, followed by the case titles and page numbers.

Limitations

The Supreme Court of Iowa has rendered many decisions relative to educational statutory problems. It was beyond the scope of this study for the author to analyze the many technical aspects of law in each case, or to give consideration to the holdings in cases decided by the United States Supreme Court, Federal District and Appellate Courts, and District Courts of the State of Iowa. Neither has it been feasible to give mention to the departmental decisions or opinions of the Attorney Generals of Iowa on questions of school law. Therefore, the study is not as comprehensive as may be desired.

In the past decade a great number of landmark precedents have been altered. Emphasis has been placed upon controversies which involve the constitutional rights of individuals. If this change represents a trend in judicial framework, it is somewhat questionable as to the length of time which one may rely upon the decisions presented in this study.

Summary

A brief summary of case findings assigned to each category is presented. This will follow the same sequence of chapter arrangement.
School districts

Three cases were briefed which related to quasi-corporations. The forefathers designed school districts as corporations, with authority to carry out the educational functions in the State of Iowa.

Each district is financially responsible for educating the children residing within its boundaries. A tax must be levied to meet regular operational costs, and also when voted by the people.

Generally speaking, school districts were found to be immune from tort liability. They were, however, responsible for damages in nuisance cases.

The separation of church and state was reviewed in two instances. Public funds cannot be used to pay the salary of sectarian teachers. This ruling has held throughout the educational history of Iowa.

The authority to make rules under which public schools must qualify for state aid is a legislative function.

Boards of education

Boards have the statutory authority to adopt reasonable rules and regulations to conduct the business affairs of their respective corporations. Routine business is not to be curtailed by injunctions.

Boards of education may use tax money to employ legal counsel. Authority rests with the board pertaining to financial expenditures, except when the statutes require authority from the electorate.

Two cases were presented in this study which relate to fraud and embezzlement. Counsel procured with district funds for involved board members is not permissible.
Buildings and grounds

School districts hold title to property as quasi-corporations of the state, with legal ownership in the name of the state.

A board of education is not obligated to award a contract to the lowest bidder. Competence of the bidder is difficult to evaluate in the courts. Once a contract is awarded, it must be reduced to writing.

Site acquisition in this study was limited to voluntary purchase, and condemnation proceedings. A district need not own a site at the time of a bond election for the construction of a building.

Boards of education are obligated to revert abandoned land to adjacent landowners at an appraised or actual value, unless terms are stipulated in the deed.

Boards may expend money for the building of roads to connect school sites with public roads.

One case was reviewed pertaining to the abandonment of schoolhouse construction. In school construction disputes, an architect's certificate of cost is official in settling financial accounts.

The fraction of land occupied by roads is not included in site size, as provided by law.

Board-selected committees serve in an advisory capacity only; however, boards of education are responsible for any debt which may be incurred by them.

Before a school district can legally enter into a lease-purchase agreement, a 60 per cent majority vote of the people is required.
Teachers

Teachers are not public officers of the state even though they perform a governmental function. Certification was designed to indicate their qualifications and preparation.

Seven Court decisions were reviewed in the area of teacher dismissal. This process is a legislative function established by law. Boards may act as judge and accuser in dismissal cases, and teachers must be granted a hearing.

The place of teacher employment is considered legal residence for voting purposes.

Students

A decision of the Court in a slave case set the statutory framework which permitted black students to enroll in white schools. Two additional school cases left no doubt as to the intent of the Iowa Constitution.

On two separate occasions teachers were criminally charged for the administration of corporal punishment. Both were convicted of assault and battery. One civil case was not retried after it had been returned to district court. Courts have always considered the matter of reasonableness in corporal punishment cases.

Two special education cases were reviewed for this study. It was found that parents may not always determine the place of a child's education when special training is needed.

Boards of education have the authority to establish reasonable rules governing the behavior of their students.
The responsibility for educating children rests with the school districts. This is a legislative matter due to the enactment of statutes.

One case was brought to the attention of the Court to force the issuance of a diploma. Diplomas must be awarded to students who have satisfactorily completed academic requirements.

Transportation

School districts were mandated to furnish bus transportation for the children living beyond statutory walking distances. The Court reasoned that transportation was one of the factors by which educational opportunities were equalized.

The Court has enforced the requirement of school districts to furnish bus transportation to eligible students. Districts must reimburse parents for transportation services. Bus contracting is not necessary in order for parents to procure payment.

Tax money for bus transportation can only be used to haul children to and from school.

Approval of the voters is not necessary for bus purchases by boards of education.

One bus driver's contract controversy was brought to the attention of the Court. Termination is an option available to either party if stipulated in the contract.

School district reorganization

The legislature provided for the enlargement of school districts to meet the ever-changing needs of the state. Boundaries of cities and
towns have had no bearing on school district boundaries.

County boards of education are mandated to administer necessary reorganization proceedings. They are required to make reorganization studies of their respective counties and may disapprove reorganization proposals.

Areas of less than four sections have to be assigned to one or more adjacent districts. The removal of land from a school district by the Federal government does not invalidate a district which is reduced to less than the statutory requirement size.

Contiguous territory has been required in school district reorganizations to provide efficient bus routes.

Increased taxation following school district reorganization does not violate a citizen's constitutional rights.

A parcel of land cannot be included in two school district reorganization proposals at the same time.

Newspaper publications during school district reorganization proceedings are mandated to fully inform and protect the citizens of the proposal.

The division of assets and liabilities is a provision for school district reorganization. It provides for equitable distribution of assets and liabilities.

**Elections**

School district reorganization elections are a function of the legislature. Laws designed to provide understanding and protection
for the citizens of the proposal have been enacted to govern an orderly process of reorganization.

Bond elections are also controlled in detail by statute. School districts may not indebt themselves in excess of five per cent of their actual valuation. The Court reversed an election when ballots, petitions, and election notices were stated differently. This was due to the fact that an issue of this kind obligates district citizens for long periods of time, or not to exceed 20 years.

Appeals

A system of appeals was legislated to provide a more rapid and less costly means of administrative remedy, in contrast to court proceedings. School districts and county boards may appeal reorganization disputes to the State Board of Public Instruction. Citizens may appeal to the State Board by certiorari when lack of jurisdiction or illegal practice is evident.

A transportation appeal to the State Superintendent is final and not subject to review. An appeal of this nature is not usually a court matter.

Conclusions

This study resulted in several conclusions relative to present educational practices. It should be remembered that issues settled by Supreme Court action are generally considered final in legal practice. They should be made known to those administering the educational program in Iowa.
1. Legislative enactment of a tort liability law in 1967, which included school districts, will probably create an increased number of tort court cases.

2. A two and one-half mill levy may be scheduled for such duration of time as authorized by the electorate. A ten year period is considered reasonable because the Court approved that duration of time in the case of Chappell v. Board of Directors of the Independent School District of Keokuk.

3. Statutory provision requires unused school sites to revert to the owners of land from which they were taken. The purchaser must pay the school corporation the true value of the land. An appraisal must be conducted if agreement is not reached.

4. It is believed that teacher retirement programs, sponsored by the school, are declining in number due to the initiation of social security and the Iowa Public Employees Retirement System programs.

5. The sale of almost all property is specified by statute and is determined on the basis of property value and student enrollment. An Attorney General's opinion states that the sale of property for a fee of one dollar is not legal. Bids should be taken when property is sold. Failure to make an appraisal results in the board's inability to reject bids.

6. The two and one-half mill levy is an additional means of opening roads to schools.

7. Formerly, local school districts were responsible for educating children from charitable institutions located within their districts. Statutory provision has relieved them of this responsibility in that the State assumes tuition and transportation costs.

8. Private or parochial school children have been prohibited from riding public school busses; however, the shared-time statute has modified this ruling. They may ride a public school bus if they are delivered to the public school just prior to or at the conclusion of a shared-time class. This ruling was initiated by an Attorney General's opinion, dated July 14, 1965.

9. Bus transportation is provided by law to carry school children to and from school. Exceptions to the rule include student, extra-curricular activities and emergency operations for all citizens when time is of the essence. The exceptions have been legalized through the process of Departmental Rules.
10. Statutory requirement for all non-high school districts to be attached to 12 grade districts resulted in the attachment of many remnant parcels of land. County boards have made all assignments; however, two attachments are still in Court.

11. A controversy exists relative to voting residence of college students. The Court ruled that it was permissible for them to establish residence in their home communities. A bill has been proposed by the Iowa Legislature in 1971 to have the residence established where the family pays taxes.

12. Failure of joint county boards to establish boundary lines for school district reorganization due to deadlocked votes created considerable difficulty in the past. The legislature corrected the problem by enacting a law which, upon a second tie vote, automatically results in positive action.

Recommendations

Future recommendations are presented even though the decisions of the Supreme Court have been rather constant in the various educational areas throughout the history of Iowa. If implemented, those who possess an interest in education will become more knowledgeable and effective.

The following recommendations should be carefully considered:

1. An updating of Supreme Court decisions should be made every five years.

2. A statute should be enacted which would require the Department of Public Instruction to forward a summary of Supreme Court decisions to all county, city and area superintendents.

3. This same service should be provided for the various county attorneys, who are designated by law to avail their services to school districts.

4. Those who teach school law at the Iowa college level should also be supplied by the service mentioned in recommendation No. 2.

5. The proposed service of the Department of Public Instruction should also be provided to the legislators to acquaint them with Court decisions relative to the interpretation of the laws which they had enacted.
On the basis of the decided cases and recurring problems, it is recommended that the General Assembly of the State of Iowa enact statutes specifically providing:

1. The ten year limitation on the two and one-half mill levy that has been followed by custom since the Chappell v. Keokuk Board of Directors case should be enacted into the statutes for ready reference. School administrators have access to copies of the school laws but few school offices are equipped with the Iowa Reports.

2. Legislation should be passed, in the interest of equal treatment of teachers, to phase out local retirement plans and place all public school teachers under the state plan.

3. Arbitrary and outdated limitations on the amount of school property a board may sell without an election should be repealed.

4. The matter of parochial school children riding school busses on the theory that they are part-time public school students should be clarified by express provision of statute to end perennial argument on the subject.

5. Transportation of school children to extra-curricular events, and the source of payment of the cost, should be clarified by amendment to the statutes. The question of activity busses for the exclusive purpose of transportation of athletes should be clarified by statute.

6. School district reorganization attachment statutes should be clarified by amendment. No provision has been made for the authority of county boards to attach districts which have designated their high school students to another district on a tuition basis and continue to operate their elementary school.
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20. Stevenson and Rice v. The District Township of Summit. 35 Iowa Reports 462 (1872).


22. District Township of Honey Creek v. Floete. 59 Iowa Reports 109 (1882).

23. Grout v. Illingworth. 131 Iowa Reports 281 (1906).


27. ReDille v. Polk County. 119 Iowa Reports 575 (1903).


38. Ibid., P. 1260.
39. Ibid., P. 1260.

40. Ibid., P. 1260.


46. Kesselring v. Mooreland. 239 Iowa Reports 1156 (1948).


49. Bellmoyer v. The Independent District of Marshalltown. 44 Iowa Reports 564 (1876).


52. Moore v. Independent District of Toledo City. 55 Iowa Reports 654 (1881).

53. State of Iowa v. Wiek. 130 Iowa Reports 31 (1906).


59. Austin v. District Township of Colony. 51 Iowa Reports 102 (1879).
60. Boynton v. District Township of Newton. 34 Iowa Reports 510 (1872).
63. Stevenson and Rice v. The District Township of Summit. 35 Iowa Reports 462 (1872).
64. District Township of Taylor v. Morton. 37 Iowa Reports 550 (1873).
65. District Township of Bluff Creek v. Hardinbrook. 40 Iowa Reports 130 (1874).
69. Hanlin v. Independent District of Charles City. 66 Iowa Reports 69 (1885).
70. Weitz v. Independent District of Des Moines. 79 Iowa Reports 423 (1890).
72. Seaman v. Baughman. 82 Iowa Reports 216 (1891).
73. Smith v. Maresh. 226 Iowa Reports 552 (1939).
77. Waddell v. Aurelia Board of Directors. 190 Iowa Reports 400 (1920).


82. Locker v. Keiler. 110 Iowa Reports 707 (1900).


84. Casey v. Independent School District of Nutt. 64 Iowa Reports 659 (1884).


93. Smith v. District Township of Knox. 42 Iowa Reports 522 (1876).

94. White v. Holstein Board of Education. 113 Iowa Reports 236 (1901).

96. Place v. District Township of Colfax. 56 Iowa Reports 573 (1881).


103. Mulhall v. Pfankuck. 206 Iowa Reports 1139 (1928).


111. State v. Mizner. 50 Iowa Reports 145 (1878).

112. State v. Davis. 158 Iowa Reports 501 (1913).


118. Perkins v. Board of Directors of West Des Moines. 56 Iowa Reports 476 (1881).
129. Lampshire v. Tracy Consolidated School. 224 Iowa Reports 1035 (1938).


135. Bruggeman v. Independent District No. 4 Union Township School. 227 Iowa Reports 661 (1939).


140. Independent District of Lynnville v. District Township of Lynn Grove. 82 Iowa Reports 169 (1891).

141. Kirchgatter v. Thompson. 190 Iowa Reports 1160 (1921).

142. Davies v. Monona County Board of Education. 257 Iowa Reports 985 (1965).

143. Hubka v. Mitchell County Board of Education. 251 Iowa Reports 659 (1960).


145. Everding v. Floyd County Board of Education. 247 Iowa Reports 743 (1956).

146. Archer v. Fremont County Board of Education. 251 Iowa Reports 1077 (1960).


151. Greene v. Webster County Board of Education. 253 Iowa Reports 1198 (1962).


155. Wall v. Johnson County Board of Education. 249 Iowa Reports 209 (1957).


157. Linden Consolidated School Board v. Dallas County Board. 251 Iowa Reports 929 (1960).


159. District Township of Franklin v. Wiggins. 110 Iowa Reports 702 (1900).


169. Independent School District No. 10 v. District of Kelley. 120 Iowa Reports 119 (1903).


175. Brooker v. Ludlow. 189 Iowa Reports 760 (1920).

176. Molyneaux v. Molyneaux. 130 Iowa Reports 100 (1906).


182. Peterson v. Joint County Board of Boone and Hamilton Counties. 251 Iowa Reports 1306 (1960).


192. Winespear v. District Township of Holman. 37 Iowa Reports 542 (1873).


195. Durant District, Montpelier District, and Cedar County Board v. Iowa State Board of Public Instruction. 252 Iowa Reports 237 (1960).


201. Grimes Board of Directors v. Polk County Board of Education. 257 Iowa Reports 106 (1964).


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APPENDIX

A cross-reference of topics, issues, case titles, and page numbers is presented for the convenience of the reader.

Bids


Board Authority

Board member and district employment - Moore v. Independent District of Toledo City, p. 48.
Board member and sale of books to students - State of Iowa v. Wiek, p. 49.
Board member resignation - Menlo Board of Directors v. Blakesley, p. 46.
Boards prescribe curriculum - Neilan v. Sioux City Board of Directors, p. 47.
Injunction and routine business - Kesselring v. Mooreland, p. 45.
Legal counsel secured by board action - Independent School District of Cedar Township v. Wirtner, p. 43.
Official board action - Herrington v. District Township of Liston, p. 42.
Oral notice of board meeting - Gallagher v. Holley Springs School Township, p. 44.
Rules for married students - Waterloo Board of Directors v. Green, p. 41.

Board Committees

Authority to pay expenses - Driscoll v. Independent School District of Council Bluffs, p. 76.
Bond Election

College student's residence for voting - Frakes v. Farragut, p. 173.
Rate of interest not stipulated on notice of election - Chambers v. Knoxville Board of Education, p. 178.
Relief judges - Kirchoff v. Humboldt Community School District, p. 177.
Simple majority vote - Adams v. Fort Madison Community School District, p. 179.
Site not in possession - Seaman v. Baughman, p. 63.
Statutory limitation - Winespear v. District Township of Holman, p. 178.
Use of existing buildings when voters fail to approve construction project - Manders v. Consolidated Independent School District of Community Center, p. 156.

Condemnation


Construction

Statutory noncompliance and tax levy - Casey v. Independent School District of Nutt, p. 73.

Contiguous Territory

Noncontiguous districts are de facto districts - DeBerg v. Butler County Board of Education, p. 143.

Corporal Punishment

Permanent injury (civil action) - Tinkham v. Kole, p. 103.
Reasonable and for what parent asked his child to do (criminal action) - State v. Mizner, p. 101.
What a parent asked his child to do (criminal action) - State v. Davis, p. 102.
County Boards

County reorganization planning - Archer v. Fremont County Board of Education, p. 136.
District reorganization resulting in increased taxes - Davies v. Monona County Board, p. 133.
Reorganization appeal by a citizen to the state superintendent - Everding v. Floyd County Board of Education, p. 135.

Diploma


Discipline

Authority to expel - Burdick v. Babcock, p. 106.
Expulsion for damage to property - Perkins v. Board of Directors of West Des Moines, p. 108.

Division of Assets and Liabilities


Easement


Finance

Excessive interest rates - Austin v. District Township of Colony, p. 54.
Expenditures as voted by the electorate - Drew v. School Township of Madison, p. 55.
Responsibility for stolen funds - District Township of Taylor v. Morton, p. 57.
Tax levy required - Boynton v. District Township of Newton, p. 55.
Teacher retirement - Nelson v. Sioux City Board of Directors, p. 51.
Treasurer liable for funds - District Township of Buffalo Creek v. Hardinbrook, p. 58.

Fraud


Jurisdiction of Land


Lease-Purchase Agreement

Vote of people - Porter v. Iowa State Board of Public Instruction, p. 77.

Property Tax

District obligation to levy - Stevenson and Rice v. The District Township of Summit, pp. 29, 57.
Duration of two and one-half mill - Chappell v. Keokuk Board of Directors, p. 32.
Improper payment by treasurer - District Township of Honey Creek v. Floete, p. 31.
Property purchased after bond election - Grout v. Illingworth, p. 31.
Property used by a college - ReDille v. Polk County, p. 34.
Secretary instructed not to certify - Smith v. Powell, p. 32.

Publication

Necessary to school district reorganization - Cox v. Consolidated District of Readlyn, p. 147.

Quasi-Corporations

Installment on property - Bloomfield v. Davis County Community School District, p. 25.
Tort liability - Boyer v. Iowa High School Athletic Association, pp. 27, 34.
Racial Discrimination

Equal educational opportunities - Clarke v. Muscatine, p. 99.
Separate but equal provisions - Smith v. School District of Keokuk, p. 100.

Remnant Districts

Assignment of territory after removal from reorganization proposal - Robrock v. Chickasaw County Board, p. 137.
Assigned to one or more 12 grade districts - Osprey Rural Independent School District v. Monroe County Board of Education, p. 142.
Court declines to evaluate educational opportunities - Greene v. Webster County Board of Education, p. 141.
School boundary adjustment a legislative function - Monroe Community School District v. Marion County Board, p. 140.

Religion


Reorganization

Authority of county board to set reorganization boundaries - Alley v. Mills County Board of Education, p. 166.
Ballot boxes for towns which grew in population after petition was filed - Pleasant Hill Independent School District v. Norris, p. 162.
Chapter 275 and further reorganization elections - A C L Community School District v. Wayne County Board, p. 156.
City boundaries and reorganization of school boundaries - Independent School District No. 10 v. District of Kelley, p. 155.
Consolidated districts - Kirchgatter v. Thompson, p. 132.
County superintendent and addition of land to proposal - Brooker v. Ludlow, p. 160.
Elections on different days; validity of contesting reorganization after voting - Molyneaux v. Molyneaux, p. 161.
Number of land sections in existing districts - Liberty Consolidated School District, Clemons Consolidated School District, and Drew v. Schindler, p. 158.
Petition signed by voters at large or by sections of land - Altman v. Independent School District of Gilmore City, p. 159.
Polling place outside proposed boundary - Turnis v. Monticello Board of Education, p. 163.
Posting of election notice - Crawford v. School Township of Beaver, p. 152.
Successive reorganizations and 12 grade system - Peterson v. Joint County Boards of Boone and Hamilton Counties, p. 168.
Validity of contesting reorganization after voting - Grant v. Norris, p. 171.

Reorganization Appeal

Appeal proceedings are a legislative function - Stanton Board of Education v. Montgomery Board of Education, p. 187.
Courts reasoned whether or not state board exceeded authority - Grimes Board of Directors v. Polk County Board of Education, p. 188.
Enjoin state board, department of public instruction, and state superintendent improper - Board of Directors of Stanton Independent District v. Montgomery County Board of Education, p. 186.
Notification to county superintendent upon appeal to state superintendent - Durant District, Montpelier District, and Cedar County Board v. Iowa State Board of Public Instruction, p. 181.
Tie vote of joint board in establishing boundary lines - Springville Community School District v. Iowa State Board of Public Instruction, p. 183.
Validity of independent district appeal to State Board - Iowa Falls Board of Education v. State Board of Public Instruction, p. 180.
Reorganization Petition


Reversion and Sale

Option to purchase - Waddell v. Aurelia Board of Directors, p. 67.
Payment requirement - Consolidated School District v. Thompson, p. 68.
Reversion for one dollar fee - Johnston v. District Township of Ellsworth, p. 66.

Roads

Authority to open road - Bogaard v. Independent District of Plainview, p. 70.
Authority to open road - Independent District of Flint River v. Kelley, p. 70.

Site

Board authority to determine - James v. Gettinger, p. 66.

Site Location


Site Measurement

Area utilized by road - Salisbury v. Highland Township, p. 74.

Site Size

Statutory limitations - Smith v. Maresh, p. 64.

Special Education


State Aid

Tax Increase


Teacher Contract

Board approval - Mulhall v. Pfankuck, p. 92.
Change in assignment - Miner v. Lovilia Independent School District, p. 91.
Legal contract - Smith v. District Township of Knox, p. 84.
Obligation to pay salary - Smith v. Rural School District of Adair County, p. 92.
President fails to sign - Independent School District of Eden No. 2 v. Rhodes, p. 94.
Signature of president - Place v. District Township of Colfax, p. 86.
Validity when signed by all parties - Shill v. School Township of Rock Creek, p. 87.

Teacher Dismissal

Board as judge and accuser - White v. Holstein Board of Education (Wahlenberg, board member), p. 84.
Hearing required - Schrader v. Rural School District of Audubon County, p. 82.
President selection - Benson v. Township School District of Silver Lake, p. 82.

Tort Liability

Athletic field and injunction - Casteel v. Town of Afton, p. 35.
County employee - Montanick v. McMillin, p. 35.
Governmental immunity - Boyer v. Iowa High School Athletic Association, p. 34.

Transportation

Door-to-door - Flowers v. Independent School District of Tama, p. 121.
For adults - Schmidt v. Blair, p. 127.
For tuition students - Mumm v. Troy Township School District, p. 119.
Purchase of vehicles - Hare v. Boyer Township, p. 128.
Requirement of parent - Lampshire v. Tracy Consolidated School, p. 120.

Transportation Appeal

State superintendent ruling final - County Board of Bremer County v. Parker, p. 189.

Transportation Reimbursement

For children eligible for transportation - Bruggeman v. Independent District No. 4 Union Township, p. 125.
When district schoolhouse is closed - Riecks v. Danbury Public School, p. 124.

Tuition

Administrative remedy is appeal - Preston v. School District of Marion, p. 110.
Liability of district - District Township of Horton v. District Township of Ocheydan, p. 27.

Voting Residence

Place of employment - Dodd v. Lorenz, p. 96.