

CONTRACT FOR HOME SCHOOL PORTFOLIO EVALUATION

WHEREAS Iowa's Competent Private Instruction law recognizes a family's right to educate their children at home, when adequate educational progress is confirmed through a portfolio evaluation conducted by a teacher licensed by the State of Iowa; and

WHEREAS the _____ Family (hereinafter the "Family") desires to educate their child(ren) at home in Iowa without the risk of prosecution; and

WHEREAS _____, a teacher licensed by the State of Iowa (hereinafter the "Portfolio Evaluator") is able to fulfill the duties of a portfolio evaluator under 281 Iowa Administrative Code 31.7(4); and

WHEREAS the Family will be providing Competent Private Instruction during the current 20____ — 20____ school year (hereinafter the "School Year");

THEREFORE the Family and Portfolio Evaluator this day, _____, in the Year of Our Lord _____, agree as follows:

PORTFOLIO EVALUATOR'S DUTIES

1. The Portfolio Evaluator warrants that he or she possesses a valid Iowa teaching certificate of practitioner license which is appropriate to the age and grade level of the student(s) under Competent Private Instruction.
2. The Portfolio Evaluator agrees to provide the Family with his or her teaching certificate of practitioner license folder number, if needed, in order to gain the approval of the superintendent of the local school district of residence, or the superintendent's designee.
3. The Portfolio Evaluator agrees to receive the student(s) portfolio on or before May 1 of the School Year.
4. The Portfolio Evaluator agrees to review the student(s) portfolio(s).
5. The Portfolio Evaluator agrees to prepare a report based on the Portfolio Evaluator's review of the student(s)' portfolio(s) which shall include an assessment of the child's achievement or academic progress levels.
6. The Portfolio Evaluator agrees to submit a copy of the report to the Family, to the school district of residence of the child, and to the department of education by June 30 of the School Year.
7. The Portfolio Evaluator agrees to return the entire contents of the student(s)' portfolio(s) to the Family by June 30 of the School Year.
8. The Portfolio Evaluator agrees to cooperate with the Family and the Family's legal counsel if the Family receives any legal inquiries related to the portfolio evaluation.
9. If the Portfolio Evaluator has reason to believe that a child may be in need of special education, the Portfolio Evaluator agrees not to refer that child to the child's district of residence for evaluation without first allowing the Family a reasonable opportunity to obtain medical reports, second opinions to confirm or deny the presence of any handicapping condition.
10. If a child is confirmed to have any handicapping condition which would qualify that child for special education services in Iowa (hereafter a "Special Child"), the Portfolio Evaluator agrees not to refer that child to the child's district of residence for evaluation without first allowing the Family a reasonable opportunity to provide appropriate services privately.
11. If the Portfolio Evaluator believes, based on evidence from competent educational experts, that a Special Child has been provided appropriate services privately, then the Portfolio Evaluator has not reason to believe that the child is in need of special education, and has no duty to refer the child to the child's district of residence for evaluation. In such a case, the Portfolio Evaluator agrees not to refer the child to the district.
12. The Portfolio Evaluator agrees not to evaluate the portfolios of more than 25 students per School Year without permission of the director of the department of education.

FAMILY'S DUTIES

13. The Family agrees to pay the Consultant a fee of \$ _____ for the portfolio evaluation(s) of the following child(ren) for the School Year:

- 14. The Family agrees to exercise all reasonable diligence in educating their own children.
- 15. The Family agrees to seek and gain approval of the Portfolio Evaluator by the superintendent of the local school district of residence, or the superintendent's designee.
- 16. The Family agrees to transfer the student(s)' portfolios to the Consultant on or before May 1 of the School Year.
- 17. The Family agrees to include in the portfolio evidence of academic progress in the minimum curriculum areas of reading, language arts, and mathematics if the child under private instruction in the grade levels 1 through 5, and evidence in the minimum curriculum areas of reading, language arts, mathematics, science, and social studies in the grade levels 6 and beyond. The Family agrees to include in the portfolio, for each curriculum area, a book of lesson plans, a diary, or other written record indicating the subject matter taught and activities in which the child has been engaged, and an outline of the curriculum used by the child. The Family may also include a list of, a reference to, or material from the textbooks and resource materials used by the student in each subject area.
- 18. The Family agrees to allow the Portfolio Evaluator to report the total number of students for whom he or she is providing portfolio evaluation.
- 19. To protect the rights of both parties under this contract, the Family agrees to join and maintain membership in the Home School Legal Defense Association.

GENERAL PROVISIONS

- 20. This contract is governed by the laws of the State of Iowa.
- 21. This contract is not a complete statement of all agreements made between the parties, and oral testimony shall be admissible as to additional terms of conditions.
- 22. The parties agree that the Family's interest in privacy is not capable of economic determination, and therefore contract for specific performance of the contract in any provision where the Family's privacy interest is involved.
- 23. If any provision of this contract is unenforceable or void, it is to be severed from the agreement as a whole, and the rest of the agreement shall be enforced if enforcement will continue to serve the Family's interest in privacy.

Agreed this _____ day of _____, in the Year of Our Lord _____.

Portfolio Evaluator

Date

Father of the Family

Date

Mother of the Family

Date