

CONTRACT FOR HOME SCHOOL CONSULTATION

WHEREAS Iowa's Competent Private Instruction law recognizes a family's right to educate their children at home, when that education is provided in consultation with 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 "Consultant") is able to fulfill the duties of a consulting teacher under 281 Iowa Administrative Code 31.3;

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

CONSULTANT'S DUTIES

1. The Consultant 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 Consultant agrees to meet with the Family, including both student(s) and parent(s), at least twice per forty-five days of instruction (nine school weeks, or one quarter).
3. The Consultant agrees that at least one of these two contacts will be made face-to-face with the student(s), and that the other may be made by telephone or e-mail, at the Consultant's request.
4. The Consultant offers to consult with and advise the parent(s), as requested by the student's parent(s) or as deemed necessary in the professional judgment of the Consultant.
5. .

Other duties:

6. The Consultant agrees to provide formal and/or informal assessments of the student(s)' progress to the Family, in the manner reasonably requested by the Family.
7. The Consultant agrees to maintain a diary, record, or log of visitations and assistance provided (hereinafter the "Log"). This Log shall be the property of the Family, and the information therein shall not be provided to any third party without the consent of the parent(s). The parent(s) hereby consent to allow the Consultant to report the total number of families and children for which he or she is consulting.
8. The Consultant and Family agree that the Family's proprietary interest in the Log is primarily a private interest, which has no discernible market value, yet which has a very substantial value to the Family.
9. The Consultant agrees to cooperate with the Family and the Family's legal counsel if the Family chooses to protect its proprietary interest in the information contained in the Log.
10. If the Consultant has reason to believe that a child may be in need of special education, the Consultant 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.
11. 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 Consultant 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.
12. If the Consultant believes, based on evidence from competent educational experts, that a Special Child has been provided appropriate services privately, then the Consultant 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 as case, the Consultant agrees not to refer the child to the district.
13. The Consultant agrees not to serve as consultant under the Competent Private Instruction law for more than twenty families, or more than forty children of compulsory attendance age, in an academic year.

FAMILY'S DUTIES

13. The Family agrees to pay the Consultant a fee of \$_____ for the school year of _____ — _____.
14. If this agreement is terminated at any time by the mutual consent of the parties, the Family will only pay the pro rata percentage of the above fee.
15. If the Competent Private Instruction of any one child is terminated by the mutual consent of the parties, the Family will only pay the pro rata percentage of that child's equal share of the above fee.
16. The Family agrees to make proper arrangements for the Consultant to meet with each student face-to-face at least once every forty-five days of instruction.
17. The Family intends to provide the direct education of the child(ren), and agrees to hold the Consultant harmless from any claim arising from the provision of their education.
18. The Family agrees to exercise all reasonable diligence in educating their own children.
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 _____.

Consultant

Date

Father of the Family

Date

Mother of the Family

Date