

GOALS AND OBJECTIVES OF THE EDUCATION PROGRAM

This series of the board policy manual is devoted to the goals and objectives for the delivery of the education program. The board's objective in the design, contents and the delivery of the education program is to provide an equal opportunity for students to pursue an education free of discrimination on the basis of sex, race, color, national origin, religion, creed, age (except for permitting/prohibiting students to engage in certain activities), marital/parental status, sexual orientation, gender identity, genetic information, disability or socioeconomic status.

In providing the education program of the school district, the board will strive to meet its overall goal of providing the students an opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance and encourages critical thinking in students.

In striving to meet this overall goal, the objectives of the education program are to provide students with an opportunity to:

- Acquire basic skills in obtaining information, solving problems, thinking critically and communicating effectively;
- Become effective and responsible contributors to the decision-making processes of the social and political institutions of the community, state and nation;
- Acquire entry-level job skills and knowledge necessary for further education;
- Acquire the capacities for satisfying and responsible roles as family members;
- Acquire knowledge, habits and attitudes that promote personal and public health, both physical and mental;
- Acquire an understanding of ethical principles and values and the ability to apply them to their own lives;
- Develop an understanding of their own worth, abilities, potential and limitations; and,
- Learn and enjoy the process of learning and acquire the skills necessary for a lifetime of continuous learning and adaptation to change.

An advisory committee of representatives of the school district community and the school district is appointed to make recommendations for the goals and objectives of the education program. Annually, the board will report to the committee regarding progress toward achievement of the goals and objectives of the education program.

SCHOOL CALENDAR

The school calendar will accommodate the education program of the school district. The school calendar is for a minimum of 1080 hours and includes, but is not limited to, the days for student instruction, staff development, in-service days and teacher conferences.

The academic school year for students is for a minimum of 1080 hours in the school calendar. The academic school year for students shall begin no sooner than August 23. Employees may be required to report to work at the school district prior to this date.

Special education students may attend school on a school calendar different from that of the regular education program consistent with their Individualized Education Program.

The board, in its discretion, may excuse graduating seniors from up to 30 hours of instruction after the school district requirements for graduation have been met. The board may also excuse graduating seniors from making up days missed due to inclement weather if the student has met the school district's graduation requirements.

It is the responsibility of the superintendent to develop the school calendar for recommendation, approval, and adoption by the board annually.

The board may amend the official school calendar when the board considers the change to be in the best interests of the school district's education program. The board shall hold a public hearing on any proposed school calendar prior to adopting the school calendar.

SCHOOL DAY

The student school day for grades kindergarten through twelve will consist of a minimum of five and one-half hours, not including the lunch period. The school day consists of the schedule of class instruction and class activities as established and sponsored by the school district. Time during which students are released from school for parent/teacher conferences may be counted as part of the student's instructional time. The minimum school day will meet the requirements as established for the operation of accredited schools.

The school district may also record a day of school with less than the minimum instructional hours if the total hours of instructional time for grades one through twelve in any five consecutive school days equals a minimum of twenty-seven and one-half hours, even though any one day of school is less than the minimum instructional hours because of a staff development opportunity provided for the instructional staff or parent-teacher conferences have been scheduled beyond the regular school day. If the total hours of instructional time for the first four consecutive days equal at least twenty-seven and one-half hours because parent-teacher conferences have been scheduled beyond the regular school day, the school district may record zero hours of instructional time on the fifth consecutive school day as a school day. Schedule revisions and changes in time allotments will be made by the superintendent.

When the school is forced to close due to weather or other emergencies, that part of the day during which school was in session will constitute a school day.

It is the responsibility of the superintendent to inform the board annually of the length of the school day.

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CURRICULUM DEVELOPMENT

Curriculum development is an ongoing process in the school district and consists of both research and design. Research is the studious inquiry and critical investigation of the various content areas for the purpose of revising and improving curriculum and instruction based on relevant information pertaining to the discipline. This study is conducted both internally (what and how we are currently doing at the local level) and externally (what national core curriculum, national standards, professional organizations, recognized experts, current research, etc. tell us relative to the content area). Design is the deliberate process of planning and selecting the standards and instructional strategies that will improve the learning experiences for all students.

A systematic approach to curriculum development (careful research, design, and articulation of the curriculum) serves several purposes:

- Focuses attention on the content standards of each discipline and ensure the identified learnings are rigorous, challenging, and represent the most important learning for our students.
- Increases the probability that students will acquire the desired knowledge, skills and dispositions and that our schools will be successful in providing appropriate learning experiences.
- Facilitates communication and coordination.
- Improves classroom instruction.

The Director of Curriculum & Instruction through the Red Oak Curriculum Council with involvement by the Superintendent is responsible for curriculum development and for determining the most effective method of conducting research and design activities. A curriculum framework will describe the processes and procedures that will be followed in researching, designing, and articulating each curriculum area. This framework will at a minimum, describe the processes and procedures for the following curriculum development activities to:

- Study the latest thinking, trends research and expert advice regarding the content/discipline;
- Study the current status of the content/discipline (what and how well students are currently learning);
- Identify content standards, benchmarks, and grade level expectations for the content/discipline;
- Describe the desired learning behaviors, teaching and learning environment related to the content/discipline;

Approved February 25, 2013

Reviewed January 14, 2013
<DATE HERE>

Revised February 11, 2013
February 25, 2013

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CURRICULUM DEVELOPMENT

- Identify differences in the desired and present program and develop a plan for addressing the differences;
- Communicate with internal and external publics regarding the content area;
- Involve staff, parents, students, and community members in curriculum development decisions;
- Verify integration of local, state, and/or federal mandates (MCNS, school-to-work, etc);
- Verify how the standards and benchmarks of the content/discipline support each of the broader student learning goals and provide a K-12 continuum that builds on the prior learning of each level.

It is the responsibility of the Director of Curriculum & Instruction to communicate in a timely manner with the Superintendent concerning the work of the Red Oak Curriculum Council. It is the responsibility of the Superintendent to keep the board apprised of necessary curriculum revisions, progress or each content area related to curriculum development activities, and to develop administrative regulations for curriculum development including recommendations to the board.

CURRICULUM ADOPTION

Curriculum of the district must be approved by the board. The board shall consider the changes to existing curriculum or the introduction of new curriculum that is recommended by the Director of Curriculum & Instruction and/or the Superintendent.

The board may authorize the use of curriculum guides when it adopts curriculum. Such guides will be used when, in the opinion of the Director of Curriculum & Instruction and/or the Superintendent, they will be of assistance to the instructional program and will provide a consistent approach in the instructional program.

Approved <DATE HERE>

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Revised

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CURRICULUM IMPLEMENTATION

Implementation refers to what actually happens in practice as compared to what was supposed to happen. Without careful and continuing attention to implementation, planned changes in curriculum and instruction rarely succeed as intended. How change is put into practice, to a large extent, determines how well it fares.

Curriculum implementation includes the provision of organized assistance to staff in order to ensure that the newly developed curriculum and the most powerful instructional strategies are actually delivered at the classroom level. There are two components of any implementation effort that must be present to guarantee the planned changes in curriculum and instruction succeed as intended:

- Understanding the conceptual framework of the content/discipline being implemented; and,
- Organized assistance to understand the theory, observe exemplary demonstrations, have opportunities to practice, and receive coaching and feedback focused on the most powerful instructional strategies to deliver the content at the classroom level.

The Superintendent of Schools, working with the Director of Curriculum & Instruction and School Principals, is responsible for curriculum implementation and for determining the most effective way of providing organized assistance and monitoring the level of implementation. A curriculum framework will describe the processes and procedures that will be followed to assist all staff in developing the knowledge and skills necessary to successfully implement the developed curriculum in each content area. This framework will, at a minimum, describe the processes and procedures for the following curriculum implementation activities to:

- Study and identify the best instructional practices and materials to deliver the content;
- Describe procedures for the purchase of instructional materials and resources;
- Identify/develop exemplars that demonstrate the learning behaviors, teaching, and learning environment to deliver the content;
- Study the current status of instruction in the content area (how teachers are teaching);
- Compare the desired and present delivery system, identify differences (gap analysis), and develop a plan for addressing the differences;
- Organize staff into collaborative study teams to support their learning and implementation efforts (address the gaps);
- Provide ongoing professional development related to instructional strategies and materials that focuses on theory, demonstration, practice and feedback;

Approved February 25, 2013

Reviewed January 14, 2013
February 11, 2013

Revised February 11, 2013
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CURRICULUM IMPLEMENTATION

- Regularly monitor and assess the level of implementation;
- Communicate with internal and external publics regarding curriculum implementation;
- Involve staff, parents, students, and community members in curriculum implementation decisions.

It is the responsibility of the superintendent to keep the board apprised of curriculum implementation activities, progress of each content area related to curriculum implementation activities, and to develop administrative regulations for curriculum implementation including recommendations to the board.

CURRICULUM EVALUATION

Curriculum evaluation refers to an ongoing process of collecting, analyzing, synthesizing, and interpreting information to aid in understanding what students know and can do. It refers to the full range of information gathered in the school district to evaluate (make judgments about) student learning and program effectiveness in each content area. Regular evaluation of the total curriculum is necessary to ensure that the written and delivered curriculum is having the desired effect for students.

Curriculum evaluation must be based on information gathered from a comprehensive assessment system that is designed for accountability and committed to the concept that all students will achieve at high levels, is standards-based, and informs decisions which impact significant and sustainable improvements in teaching and student learning.

The superintendent is responsible for curriculum evaluation and for determining the most effective way of ensuring that assessment activities are integrated into instructional practices as part of school improvement with a particular focus on improving teaching and learning. A curriculum framework will describe the procedures that will be followed to establish an evaluation process that can efficiently and effectively evaluate the total curriculum. This framework will, at a minimum, describe the procedures for the following curriculum evaluation activities:

- Identify specific purposes for assessing student learning;
- Develop a comprehensive assessment plan;
- Select/develop assessment tools and scoring procedures that are valid and reliable;
- Identify procedures for collecting assessment data;
- Identify procedures for analyzing and interpreting information and drawing conclusions based on the data (including analysis of the performance of various sub-groups of students);
- Identify procedures for establishing at least three levels of performance (specific to the content standard and the assessment tool when appropriate) to assist in determining whether students have achieved at a satisfactory level (at least two levels describe performance that is proficient or advanced and at least one level describes students who are not yet performing at the proficient level);
- Identify procedures for using assessment information to determine long-range and annual improvement goals;
- Identify procedures for using assessment information in making decisions focused on improving teaching and learning (data based decision making);
- Provide support to staff in using data to make instructional decisions;

Approved February 25, 2013

Reviewed January 14, 2013
February 11, 2013

Revised February 11, 2013
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CURRICULUM EVALUATION

- Define procedures for regular and clear communication about assessment results to the various internal and external publics (mandatory for communication about students receiving special education services);
- Define data reporting procedures;
- Verify that assessment tools are fair for all students and are consistent with all state and federal mandates;
- Verify that assessment tools measure the curriculum that is written and delivered;
- Identify procedures for deciding when multiple assessment measures are necessary for making good decisions and drawing appropriate conclusions about student learning;
- Identify roles and responsibilities of key groups;
- Involve staff, parents, students, and community members in curriculum evaluation;
- Ensure participation of eligible students receiving special education services in district-wide assessments.

It is the responsibility of the Superintendent (with assistance from the Director of Curriculum & Instruction) to keep the board apprised of curriculum evaluation activities, the progress of each content area related to curriculum evaluation activities, and to develop administrative regulations for curriculum evaluation including recommendations to the board.

PILOT, EXPERIMENTAL, AND INNOVATIVE PROJECTS

The board welcomes new ideas in curriculum. Proposals for pilot or experimental projects will first be reviewed and analyzed by the superintendent. Projects recommended by the superintendent will be considered by the board. Pilot and experimental projects approved by the board, the Iowa Department of Education, or the U. S. Department of Education may be utilized in the education program.

Students, who may be or are asked to participate in a research or experimental project or program, must have their parents' written consent on file prior to participating in the project or program. A research or experimental program or project requiring parents' prior written consent is a program or project designed to explore or develop new or unproven teaching methods or techniques. These programs or projects are designated as research or experimental projects or programs. The educational materials of a program or project designated as a research or experimental program or project may be inspected and reviewed by the parents of the students participating or being considered for participation in the program or project. The inspection and review by the parents is in accordance with board policy 605.2, "Instructional Materials Inspection."

It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

BASIC INSTRUCTION PROGRAM

The basic instruction program will include the courses required for each grade level by the State Department of Education. The instructional approach will be gender fair and multicultural.

The basic instruction program of students enrolled in kindergarten is designed to develop healthy emotional and social habits, language arts and communication skills, mathematics, the capacity to complete individual tasks, character education, and the ability to protect and increase physical well-being with attention given to experiences relating to the development of life skills and human growth and development.

The basic instruction program of students enrolled in grades one through six will include English-language arts, reading, social studies, mathematics, science, health, human growth and development, physical education, traffic safety, music, character education, and visual art.

The basic instruction program of students enrolled in grades seven and eight will include English-language arts, social studies, mathematics, science, health, human growth and development, family and consumer, career, technology education, physical education, music, and visual art.

The basic instruction program of students enrolled in grades nine through twelve will include character education, English-language arts (6 units), social studies (5 units), mathematics (6 units), science (5 units), health (1 unit), physical education (2 units), fine arts (3 units), foreign language (4 units), and vocational education (12 units). Specific courses shall include instruction in the subjects for college preparatory, comprehensive, and vocational training approved annually by the board.

The curriculum established for each grade level shall meet or exceed the educational requirements as established by state statute and the State Department of Education. The board may, in its discretion, offer additional courses in the instruction program for any grade level.

Each instruction program is carefully planned for optimal benefit taking into consideration the financial condition of the school district and other factors deemed relevant by the board or superintendent. Each instruction program's plan should describe the program, its goals, the effective materials, the activities and the method for student evaluation.

It is the responsibility of the superintendent to develop administrative regulations stating the required courses and optional courses for kindergarten, grades one through six, grades seven and eight, and grades nine through twelve.

SUMMER SCHOOL

Generally, only credit recovery school will be offered during summer school. However, the board, in its discretion, may offer summer school for one or more courses and student activities for students who need additional help and instruction or for enrichment in those areas. This decision is within the discretion of the board.

Upon receiving a request for summer school, the board will weigh the benefit to the students and the school district as well as the school district's budget and availability of licensed employees to conduct summer school.

Approved June 24, 2013

Reviewed June 10, 2013

Revised <DATE HERE>

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SPECIAL EDUCATION

The board recognizes some students have different educational needs than other students. The board will provide a free appropriate public education program and related services to students identified in need of special education. The special education services will be provided from birth until the appropriate education is completed, age twenty-one or to maximum age allowable in accordance with the law.

Students requiring special education will attend general education classes, participate in nonacademic and extracurricular services and activities and receive services in a general education setting to the maximum extent appropriate to the needs of each individual student. Students requiring special education shall be placed in the least restrictive environment possible appropriate to the needs of each individual student.

The appropriate education for each student is written in the student's Individualized Education Program (IEP). The IEP may state that a special education student's interests are best served by the student attending school on a different school calendar than regular education students. Special education students are required to meet the requirements stated in board policy or in their IEPs for graduation. It is the responsibility of the superintendent and the area education agency director of special education to provide or make provisions for appropriate special education and related services.

Children from birth through age 2 and children age 3 through age 5 are provided comprehensive special education services within the public education system. The school district will work in conjunction with the area education agency to provide services, at the earliest appropriate time, to children with disabilities from birth through age 2. This is done to ensure a smooth transition of children entitled to early childhood special education services.

MULTICULTURAL AND GENDER FAIR EDUCATION

The education program of the Red Oak Community School District revolves around a philosophy of equal educational opportunities and non-discrimination in educational programs and activities. The educational objectives outlined in the board's policies are the means whereby the school district will achieve its philosophy. Students will have an equal opportunity for a quality education without discrimination, regardless of their sex, race, color, national origin, religion, creed, age (except for permitting/prohibiting students to engage in certain activities), marital/parental status, sexual orientation, gender identity, genetic information, disability or socioeconomic status.

The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society. Special emphasis is placed on Asian Americans, African Americans, Hispanic Americans, American Indians, European Americans, and persons with disabilities. It will also reflect the wide variety of roles open to both men and women and provide equal opportunity to both sexes.

HEALTH EDUCATION

Students in grade levels one through twelve will receive, as part of their health education, instruction about personal health; food and nutrition; environmental health; safety and survival skills; consumer health; family life; human growth and development; substance abuse and non-use, including the effects of alcohol, tobacco, drugs and poisons on the human body; human sexuality; self-esteem; stress management; interpersonal relationships; emotional and social health; health resources; prevention and control of disease; and communicable diseases, including, but not limited to human papillomavirus and acquired immune deficiency syndrome.

The purpose of the health education program is to help each student protect, improve and maintain physical, emotional and social well-being. The health/human growth and development instruction shall be research-based, which means that the curriculum is verified or supported by the weight of the research conducted in compliance with accepted scientific professional organizations and agencies with relevant expertise in the field.

The areas stated above are included in age-appropriate health education, and the instruction are adapted at each grade level to aid understanding by the students.

Parents who object to health education instruction in human growth and development may file a written request that the student be excused from the instruction. The written request will include a proposed alternate activity or study acceptable to the superintendent. The superintendent will have the final authority to determine the alternate activity or study.

HUMAN GROWTH AND DEVELOPMENT STUDENT EXCUSE FORM

Student Name: _____ Grade: _____

Parent/Guardian: _____ Phone #: _____

Please list the curricular objective(s) from which you wish to have your child excused and the class or grade in which each is taught. An example is provided for you to follow.

	<u>Objective</u>	<u>Class/Grade</u>
<u>Ex:</u>	<i>To understand the consequences of responsible and irresponsible sexual behavior.</i>	<i>Health Education/6</i>

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

I have reviewed the Human Growth and Development program goals, objectives, and materials and wish my child to be excused from class when these objectives are taught. I understand my child will incur no penalty but may/will be required to complete an alternative assignment that relates to the class and is consistent with assignments required of all students in the class.

Signed: _____ Date: _____
(Parent or Guardian)

Signed: _____ Date: _____
(School Administrator)

PHYSICAL EDUCATION

Students in grades one through twelve are required to participate in physical education courses unless they are excused by the principal of their attendance center.

Students may be excused from physical education courses if the student presents a written statement from a doctor stating that such activities could be injurious to the health of the student or the student has been exempted because of a conflict with the student's religious beliefs. Parents of students requesting such exemption should file a written request that shall include the basis for the request (e.g. verified health concerns and/or a religious conflict) and a proposed alternative activity or study acceptable to the superintendent. The superintendent will have the final authority to determine the alternate activity or study.

Students in grades 9-12 may also be excused from physical education courses if:

- the student is enrolled in academic courses not otherwise available, or
- the student has obtained a physical education waiver for a semester because the student is actively involved in an athletic program.

Twelfth grade students may also be excused from physical education courses if the student is enrolled in a cooperative, work-study or other educational program authorized by the school which requires the student's absence from school.

Students who will not participate in physical education must have a written request or statement from their parents.

CAREER EDUCATION

Preparing students for careers is one goal of the education program. Career education will be written into the education program for grades kindergarten through twelve. This education will include, but not be limited to, awareness of self in relation to others and the needs of society, exploration of employment opportunities, experiences in personal decision-making, and experiences of integrating work values and work skills into their lives.

It is the responsibility of the superintendent to assist licensed employees in finding ways to provide career education in the education program. Special attention should be given to courses of vocational education nature. The board, in its review of the curriculum, will review the means in which career education is combined with other instructional programs.

TEACHING ABOUT RELIGION

The school district is required to keep the practice of religion out of the school curriculum. The board recognizes the key role religion has played in the history of the world and authorizes the study of religious history and traditions as part of the curriculum. Preferential or derogatory treatment of a single religion will not take place.

It is the responsibility of the superintendent to ensure the study of religion in the schools in keeping with the following guidelines:

- the proposed activity must have a secular purpose;
- the primary objective of the activity must not be one that advances or inhibits religion;
and
- the activity must not foster excessive governmental entanglement with religion.

TEACHING ABOUT RELIGION REGULATION

The historical and contemporary significance of religious holidays may be included in the education program provided that the instruction is presented in an unbiased and objective manner; has a secular purpose; is not intended to advance or inhibit religion; is not preferential or derogatory towards any particular religion(s), and does not foster an excessive government entanglement with religion.

The selection of holidays to be studied will take into account major celebrations of several world religions, not just those of a single religion. Holiday-related activities will be educationally sound and sensitive to religious differences and will be selected carefully to avoid the excessive or unproductive use of school time. Teachers will be especially careful in planning activities that are to take place immediately preceding or on a religious holiday.

Music, art, literature and drama having religious themes (including traditional carols, seasonal songs and classical music) will be permitted if presented in an objective manner without sectarian indoctrination. The emphasis on religious themes is only as extensive as necessary for a balanced and comprehensive study or presentation. Religious content included in student performances is selected on the basis of its independent educational merit and will seek to give exposure to a variety of religious customs, beliefs and forms of expression. Holiday programs, parties or performances will not become religious celebrations or be used as a forum for religious worship, such as the devotional reading of sacred writings or the recitations of prayers.

The use of religious symbols (e.g. a cross, menorah, crescent, Star of David, lotus blossom, nativity scene or other symbol that is part of a religious ceremony) is permitted as a teaching aid, but only when such symbols are used temporarily and objectively to give information about a heritage associated with a particular religion. The Christmas tree, Santa Claus, Easter eggs, Easter bunnies and Halloween decorations are secular, seasonal symbols and as such can be displayed in a seasonal context.

Expressions of belief or nonbelief initiated by individual students are permitted in composition, art forms, music, speech and debate. However, teachers may not require projects or activities that indoctrinate or force students to contradict their personal religious beliefs or nonbeliefs.

ACADEMIC FREEDOM

The board believes students should have an opportunity to reach their own decisions and beliefs about conflicting points of view. Academic freedom is the opportunity of licensed employees and students to study, investigate, present, interpret, and discuss facts and ideas relevant to the subject matter of the classroom and appropriate to and in good taste with the maturity and intellectual and emotional capacities of the students.

It is the responsibility of the teacher to refrain from advocating partisan causes, sectarian religious views, or biased positions in the classroom or through teaching methods. Teachers are not discouraged from expressing personal opinions as long as students are aware it is a personal opinion, and students are allowed to reach their own conclusions independently.

It is the responsibility of the principal to ensure academic freedom is allowed but not abused in the classroom.

TEACHING CONTROVERSIAL ISSUES REGULATION

A “controversial issue” is a topic of significant academic inquiry about which substantial groups of citizens of this community, this state or this nation hold sincere, conflicting points of view.

It is the belief of the board that controversial issues should be fairly presented in a spirit of honest academic freedom so that students may recognize the validity of other points of view but can also learn to formulate their own opinions based upon dispassionate, objective, unbiased study and discussion of the facts related to the controversy.

It is the responsibility of the instructor to present full and fair opportunity and means for students to study, consider and discuss all sides of controversial issues including, but not limited to, political philosophies.

It is the responsibility of the instructor to protect the right of the student to study pertinent controversial issues within the limits of good taste and to allow the student to express personal opinions without jeopardizing the student’s relationship with the teacher.

It is the responsibility of the teacher to refrain from advocating partisan causes, sectarian religious views, or selfish propaganda of any kind through any classroom or school device; however, an instructor will not be prohibited from expressing a personal opinion as long as students are encouraged to reach their own decisions independently.

The board encourages full discussion of controversial issues in a spirit of academic freedom that shows students that they have the right to disagree with the opinions of others but that they also have the responsibility to base the disagreement on facts and to respect the right of others to hold conflicting opinions.

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GLOBAL EDUCATION

Because of our growing interdependence with other nations in the world, global education is incorporated into the education program for grades kindergarten through twelve so that students have the opportunity to acquire a perspective on world issues, problems, and prospects for an awareness of the relationship between an individual's self-interest and the concerns of people elsewhere in the world. Global education, in the education program, focuses on the lifelong growth in understanding through the study and participation of the world community and the interdependency of its people and systems - social, cultural, racial, economic, linguistic, technological, and ecological.

CITIZENSHIP EDUCATION

Being a citizen of the United States, of Iowa and of the school district community entitles students to special privileges and protections as well as requiring the students to assume civic, economic and social responsibilities and to participate in their country, state and school district community in a manner that entitles them to keep these rights and privileges.

As part of the education program, students will have an opportunity to learn about their rights, privileges, and responsibilities as citizens of this country, state and school district community. As part of this learning opportunity students are instructed in the elements of good citizenship and the role quality citizens play in their country, state and school district community.

INDIVIDUALIZED INSTRUCTION

The board's primary responsibility in the management of the school district is the operation and delivery of the regular education program. Generally, students attending the school district will receive the regular education program offered by the district. Only in exceptional circumstances will the board approve students receiving individualized instruction at the expense of the school district.

Recommendations from the superintendent for individualized instruction will state the need for the instruction, the objectives and goals sought for the instruction, the employee requirements for the instruction, the implementation procedures for the instruction and the evaluation procedures and processes that will be used to assess the value of the instruction.

STUDENT PROMOTION, ACCELERATION, AND RETENTION

The board believes that the primary goal of the education system is to educate all students to their highest level of achievement. Since each child develops physically, mentally, emotionally, and socially at an individual rate, every student will not complete twelve grade levels of work at the same time. Some students will need more than twelve years, while others may need less.

The state standards in the state of Iowa and the school district's curriculum define what students should know and be able to do at various stages of their school careers. Schools are responsible in providing opportunities to master the curriculum. Promotion from grade to grade as well as acceleration and retention should be based on a student's ability to meet the standards over time.

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STUDENT PROMOTION, ACCELERATION, AND RETENTION REGULATION

Definitions

Promotion is the single grade step most students take from year to year. Promotion practices at the school district shall have as their objective the placing of the student in an environment where his/her maximum development will take place.

Acceleration is the advancement of a student by a singular course or grade beyond the current grade level.

Retention allows a student to repeat all or part of a grade in order to fully prepare for the work of the next grade.

Implementation

Classroom educators are responsible for assessing student progress and recommending the promotion or retention of students each year. Educators will assess academic readiness using a thorough evaluation process that may include but is not limited to; district-based testing, portfolios, and teacher observation. The evaluation will also take into account social, emotional, physical and mental growth, past academic performance and behavior, motivation, attendance, and other pertinent circumstances.

Acceleration Procedures

The principal will develop rules to implement this policy that will specify a process for the consideration of acceleration that will include the following characteristics:

1. Will seek the involvement of parents/guardians in a highly collaborative working relationship.
2. Will seek the input from peer teachers, not in the same attendance center; but at the same academic level to review and give recommendation based upon the student documentation.
3. Will seek input from teachers at the grade that the student will be accelerated to review and give recommendation based upon the student documentation.
4. Acceleration should be considered in rare cases after all enrichment opportunities have been thoroughly explored and exhausted.
5. Students will be accelerated if it is expected that the action will be beneficial to the student socially, emotionally, academically and when there are no other means which meets the student's needs. Before considering acceleration, actions such as inclusion in a talented enrichment program, enrichment in the classroom, or other advanced courses through correspondence, or distance learning should be examined.
6. Will outline steps and time frames that provide for a great deal of interaction with parents/guardians.

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7. The final decision will be made by the principal after consultation with parents/guardians, classroom teachers, committee of peer teachers, committee of receiving staff, and other professional staff.
8. Parents may appeal a decision of the principal to the superintendent.

Retention Procedures

The principal will develop rules to implement this policy that will specify a process for the consideration of retention that will include the following characteristics:

1. Will seek the involvement of parents/guardians in a highly collaborative working relationship.
2. Will seek input from curriculum specialists, classroom teachers, and counselors to review and give a recommendation based upon the student documentation.
3. Retention should be considered in rare cases after all remediation opportunities have been thoroughly explored and exhausted.
4. Students will be retained if it is expected that the action will be beneficial to the student socially, emotionally, academically and when there are no other means which meets the student's needs. Before considering retention, such actions as remediation in class or out, tutoring in class or after school, mentoring, credit-recovery opportunities, cooperative efforts with families, or summer school should be evaluated.
5. Will outline steps and time frames that provide for a great deal of interaction with parents/guardians.
6. The final decision will be made by the principal after consultation with parents/guardians, classroom teachers, committee of receiving staff, and other professional staff.
7. Parents may appeal a decision of the principal to the superintendent.

PROGRAM FOR TALENTED AND GIFTED STUDENTS

The board recognizes some students require programming beyond the regular education program. The board will identify students with special abilities and provide education programming.

It is the responsibility of the superintendent to develop a talented and gifted program which provides for identifying students, for program evaluation, and for training of employees.

PROGRAM FOR AT-RISK STUDENTS

The board recognizes some students require additional assistance in order to graduate from the regular education program. The board will provide a plan to encourage and provide an opportunity for at-risk students to achieve their potential and obtain their high school diploma.

It is the responsibility of the superintendent to develop a plan for students at-risk which provides for identifying students, for program evaluation, and for the training of employees.

Approved September 9, 2013

Reviewed <DATE HERE>

Revised August 26, 2013

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PROGRAM FOR LIMITED ENGLISH-PROFICIENT STUDENTS

A limited English proficient student is defined as a student whose native language is not English and whose inability or limited ability to speak, understand, read or write English significantly impedes educational progress.

Identification of LEP Students

For the purpose of identifying potential LEP students, a language survey is to be filled out for each student at the time of initial registration for school. The survey ascertains the first language acquired by the student, the language most often spoken by the student, and the language spoken in the home.

Assessment of LEP Students

A student whose language survey indicates that s/he may have limited English proficiency is assessed specifically for English language proficiency. If the results of the assessment demonstrate inability or limited ability to speak, understand, read, or write English, the school will design a program designed to promote functional ability in English in the preceding skill areas.

Since it is also important for placement decisions to assess content area knowledge, the school will seek this information through previous school records, nonverbal measures, and so on.

The district will also attempt to assess native language proficiency, as indicative of conceptual development for younger children, and degree of literacy for older children.

Student Placement

Students deemed to be Limited English Proficient are to be placed at the grade level of their age group as much as possible in order to facilitate language acquisition and social adaptation. Placement in a language instruction program depends on the age and English proficiency of the student.

Language Instruction Programs

Due to small numbers of students of widely varying language backgrounds and levels of English proficiency, English as a Second Language programs are those commonly chosen to meet the instructional needs of LEP students at the district. Such a program is designed to provide LEP students with a functional ability in the English language and an awareness of American cultural patterns.

Approved <DATE HERE>

Reviewed

Revised

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PROGRAM FOR LIMITED ENGLISH-PROFICIENT STUDENTS

Program Goals

The major aim of ESL instruction is to develop the skills of LEP students so they can function in school and in society at a level comparable to their native English speaking peers. The goals of the program are to:

1. provide students with English language skills appropriate to their grade level as efficiently and carefully as possible.
2. orient students to the cultural patterns of American life so they can fully participate in classroom activities and community activities.
3. develop students' awareness of cultural diversity and encourage pride in their own bilingualism and biculturalism.
4. enable students to make as much progress as possible in their academic subjects by providing them with supplementary materials, instruction and tutoring.
5. provide a person in the school environment who understands the growth and development patterns of the learner.

Design a Program

Assessment measures used to determine English proficiency are also used diagnostically, along with any other measures deemed necessary. Based on this diagnosis, a specific program design is selected (pull-out, content area English, and so on).

ESL Teacher/Tutor

The teacher in the ESL program must be certified in the state of Iowa.

Reassessment of Student

LEP students are reassessed annually in order to determine whether they are ready to exit the program or need continued instructional support. In order to exit the program, the following areas are considered:

1. teacher observation and assessment
2. parent reports
3. student attitudes and behaviors
4. self-image
5. cultural pride and adjustment to new culture
6. awareness of new value system
7. positive school attitudes
8. language proficiency assessment instruments
9. student grade reports
10. standardized test results

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PROGRAM FOR LIMITED ENGLISH-PROFICIENT STUDENTS

If continued support is needed, diagnosis takes place again, and the program may be modified to meet changing student needs.

Evaluation of Program

The program itself is evaluated at the end of the year by the ESL teacher and the school principal with input from various client groups.

RELIGIOUS-BASED EXCLUSION FROM A SCHOOL PROGRAM

Parents who wish to have their child excluded from a school program because of religious beliefs must inform the superintendent. The board authorizes the administration to allow the exclusion if it is not disruptive to the education program and it does not infringe on a compelling state or educational interest. Further, the exclusion must not interfere with other school district operations. Students who are allowed to be excluded from a program or activity which violates their religious beliefs are required to do an alternate supervised activity or study.

Parents may request to have their child excluded from a school program or activity because of religious beliefs if:

- The notice is in writing;
- The objection is based on religious beliefs;
- The objection states which activities or studies violate their religious beliefs;
- The objection states why these activities or studies violate their religious beliefs; and
- The objection states a proposed alternate activity or study.

The superintendent will have discretion to make this determination. The factors the superintendent will consider when a student requests to be excluded from a program or activity because of religious beliefs include, but are not limited to, staff available to supervise a student who wishes to be excluded, space to house the student while the student is excluded, available superintendent-approved alternative course of study or activity while the student is excluded, number of students who wish to be excluded, whether allowing the exclusion places the school in a position of supporting a particular religion, and whether the program or activity is required for promotion to the next grade level or for graduation.

INSTRUCTION AT A POST-SECONDARY EDUCATIONAL INSTITUTION

Students in grades nine through twelve may receive academic or vocational-technical credits that count toward the graduation requirements set out by the board for courses successfully completed in post-secondary educational institutions. The student may receive academic or vocational-technical credits through an agreement between a post-secondary educational institution or with the board's approval on a case-by-case basis.

Students in grades nine (9) and ten (10) who the district has identified as talented and gifted students and any students in grades eleven (11) and twelve (12) are eligible to take post-secondary educational courses. Students are eligible to take post-secondary educational courses if they meet all of the requirements outlined in this policy and as required by the post-secondary educational institution, and if the student has obtained the approval of the superintendent and/or designee. Eligible students wishing to participate in the post-secondary educational courses may be required to apply to the eligible post-secondary educational institution.

Students may not enroll in a post-secondary education course if the district offers a comparable course through its curricular program. For purposes of this policy, comparable course is determined at the discretion of administration and generally means that the content of a course provided to a high school student for post-secondary credit consists of substantially the same concepts and skills as the content of a course provided by the district.

Students in grades nine (9) and ten (10) who are in the talented and gifted program and all students in grades eleven (11) and twelve (12) who successfully complete courses at post-secondary educational institutions under an agreement between the district and the post-secondary educational institution or with the board's approval shall be reimbursed for tuition and other costs directly related to taking any post-secondary education course during the school year up to \$250, except as otherwise outlined in this policy. The district may, instead of reimbursing the student, directly pay the post-secondary educational institution.

Students in grades nine (9) and ten (10) who are not in the talented and gifted program and students in grades eleven (11) and twelve (12) who take courses, other than courses taken under an agreement between the district and the post-secondary educational institution and/or approved by the board, are responsible for tuition, transportation to and from the location where the course is being offered, and other costs directly related to taking any post-secondary education course. The students and/or their parents shall not receive reimbursement for tuition, transportation or other expenses. Students who take courses during the summer months when school is not in session are responsible for tuition, transportation to and from the location where the course is being offered, and other costs directly related to taking any post-secondary education course.

INSTRUCTION AT A POST-SECONDARY EDUCATIONAL INSTITUTION

Students in grades nine through twelve who successfully complete courses in post-secondary educational institutions under an agreement between the school district and the post-secondary educational institution will receive academic and vocational-technical credits in accordance with the agreement and consistent with this policy.

Students who have completed the eleventh grade but who have not completed the graduation requirements set out by the board may take up to seven semester hours of credit at a post-secondary educational institution during the summer months when school is not in session if the student pays for the courses. Upon successful completion of these summer courses, the students will receive academic or vocational-technical credit toward the graduation requirements set out by the board and consistent with this policy..

Successful completion of any course at a postsecondary educational institution is determined by the post-secondary educational institution. The board will have complete discretion to determine the academic credit to be awarded to the student for the courses taken during the school year and for the courses taken during the summer.

The following factors are considered in the board's determination of whether a student will receive academic or vocational-technical credit toward the graduation requirements set out by the board for a course at a post-secondary educational institution:

- the course is taken from a public or accredited private post-secondary educational institution;
- a comparable course is not offered in the school district. A comparable course is one in which the subject matter or the purposes and objectives of the course are similar, in the judgment of the board, to a course offered in the school district;
- the course is in the discipline areas of mathematics, science, social sciences, humanities, vocational-technical education, or a course offered in the community college career options program;
- the course is a credit-bearing course that leads to a degree;
- the course is not religious or sectarian; and
- the course meets any other requirements set out by the board.

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INSTRUCTION AT A POST-SECONDARY EDUCATIONAL INSTITUTION

Should a student fail any course at a post-secondary educational institution and fail to receive credit for any course at a post-secondary educational institution, the student over the age of eighteen (18) or the parent of a student under the age of eighteen (18) shall be responsible for the costs of the course. Prior to registering for the course, students under age eighteen will have a parent sign a form indicating that the parent is responsible for the costs of the course should the student fail the course and fail to receive credit for the course. Students who fail the course and fail to receive credit for the course for reasons beyond their control, including, but not limited to, the student's incapacity, death in the family or a move to another district, may not be responsible for the costs of the course. The school board, in its discretion, may waive reimbursement of costs to the school district for the previously listed reasons. Students dissatisfied with a school board's decision may appeal to the AEA for a waiver of reimbursement.

All courses approved and paid for by the district, and those courses approved by the district and paid for by the student/family will:

- a. Be recorded on the official student transcript, including the letter grade granted by the post-secondary educational institution or the pass-fail indication granted by the post-secondary educational institution.
- b. Be included in figuring class rank, including valedictorian and salutatorian status, and GPA at the high school.
- c. Be given graduation credit, as determined by the board. Typically, a three (3) or four (4) semester hour post-secondary course will be awarded one (1) graduation credit.

The superintendent is responsible for annually notifying students and parents of the opportunity to take courses at post-secondary educational institutions in accordance with this policy. The superintendent will also be responsible for developing the appropriate forms and procedures for implementing this policy.

HOME SCHOOL ASSISTANCE PROGRAM

The board, recognizing alternatives to education outside the formal public school system, may authorize the establishment of a home school assistance program. If authorized, this program will assist students receiving competent private instruction by providing licensed employees of the school district to assist the parent, guardian or legal custodian in the education of the student.

The parent, guardian or legal custodian registering for the home school assistance program will agree to comply with the requirements established by the faculty of the program.

Students registered for the home school assistance program will be counted in the basic enrollment.

VIRTUAL/ON-LINE COURSES

The board recognizes that on-line coursework may be a good alternative for students to not only meet graduation requirements but, also have the opportunity to take advanced or other courses not offered by the school district.

High school students may earn a maximum of six (6) credits to be applied toward graduation requirements by completing on-line courses offered through agencies approved by the board, such as the Iowa On-Line Learning. Credit from an on-line or virtual course may be earned only in the following circumstances:

- The course is not offered at the high school;
- Although the course is offered at the high school, the student will not be able to take it due to an unavoidable scheduling conflict that would keep the student from meeting graduation requirements;
- The course will serve as a supplement to extend homebound instruction;
- The student has been expelled from the regular school setting, but educational services are to be continued; or
- The principal, with agreement from the student's teachers and parents, determines the student requires a differentiated or accelerated learning environment.

Students applying for permission to take a virtual course shall complete prerequisites and provide teacher/counselor recommendations to confirm the student possesses the maturity level needed to function effectively in an on-line learning environment. In addition, the express approval of the principal shall be obtained before a student enrolls in an on-line course. The school must receive an official record of the final grade before credit toward graduation will be recognized.

Provided courses are part of the student's regular school day coursework and within budgetary parameters, the costs for a virtual course, such as textbooks or school supplies, shall be borne by the school district or parents of the student for students enrolled full-time, depending on the circumstances associated with taking the course(s).

INSTRUCTIONAL MATERIALS SELECTION

The board has sole discretion to approve instructional materials for the school district. This authority is delegated to licensed employees to determine which instructional materials, other than textbooks, will be utilized by and purchased by the school district. The licensed employees shall work closely together to ensure vertical and horizontal articulation of materials and textbooks in the education program.

In reviewing current instructional materials for continued use and in selecting additional instructional materials, licensed employees will consider the current and future needs of the school district as well as the changes and the trends in education and society. Additionally, licensed employees are to select instructional materials that are free from discrimination, regardless of sex, race and color, national origin, religion and creed, age, marital/parental status, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, or socioeconomic status or familial status. It is the responsibility of the superintendent to report to the board the action taken by licensed employees.

In the case of textbooks, the board will make the final decision after receiving a recommendation from the superintendent. The criteria stated above for selection of other instructional materials will apply to the selection of textbooks. The superintendent may develop another means for the selection of textbooks. Textbooks are reviewed as needed and at least every seven (7) years.

Education materials given to the school district must meet the criteria established above. The gift must be received in compliance with board policy.

INSTRUCTIONAL MATERIALS SELECTION REGULATION

I. Responsibility for Selection of Instructional Materials

- A. The board is responsible for matters relating to the operation of the Red Oak Community School District.
- B. The responsibility for the selection of instructional materials is delegated to the professionally trained and licensed employees of the school system. For the purpose of this rule the term "instructional materials" includes printed and audiovisual materials (not equipment), whether considered text materials or media center materials. The board retains the final authority for the approval of textbooks.
- C. While selection of materials may involve many people including principals, teachers, students, parents, community members and media specialists, the responsibility for coordinating the selection of most instructional materials and making the recommendation for the purchase rests with licensed employees. For the purpose of this rule the term "media specialist" includes librarians, school media specialists or other appropriately licensed persons responsible for the selection of media equipment and materials.
- D. Responsibility for coordinating the selection of text materials for distribution to classes will rest with the licensed employees, principal and superintendent. For the purpose of this rule the term 'text materials' includes textbooks and other printed and nonprinted material provided in multiple copies for use of a total class or major segment of a class.

II. Material selected for use in media centers and classrooms will meet the following guidelines:

- A. Religion - Material will represent the major religions in a factual, unbiased manner. The primary source material of the major religions is considered appropriate, but material which advocates rather than informs, or is designed to sway reader judgment regarding religion, will not be included in the school libraries or classrooms.
- B. Racism - Material will present a diversity of race, custom, culture, and belief as a positive aspect of the nation's heritage and give candid treatment to unresolved intercultural problems, including those which involve prejudice, discrimination, and the undesirable consequences of withholding rights, freedom, or respect of an individual.
- C. Sexism - Material will reflect a sensitivity to the needs, rights, traits and aspirations of men and women without preference or bias.

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- D. Age - Material will recognize the diverse contributions of various age groups and portray the continuing contributions of maturing members of society.
- E. Ideology - Material will present basic primary and factual information on an ideology or philosophy of government which exerts or has exerted a strong force, either favorably or unfavorably, over civilization or society, past or present. This material will not be selected with the intention to sway reader judgment and is related to the maturity level of the intended audience.
- F. Profanity and Sex - Material is subjected to a test of literary merit and reality by the media specialists and licensed staff who will take into consideration their reading of public and community standards of morality.
- G. Controversial issues materials will be directed toward maintaining a balanced collection representing various views.

The selection decision should be made on the basis of whether the material presents an accurate representation of society and culture, whether the circumstances depicted are realistically portrayed, or whether the material has literary or social value when the material is viewed as a whole.

These guidelines will not be construed in such a manner as to preclude materials which accurately represent the customs, morals, manners, culture, or society of a different time or a different place.

III. Procedure for Selection

- A. Material purchased for media centers and classrooms is recommended for purchase by licensed employees, in consultation with administrative staff, media center staff, students or an ad hoc committee as appointed by the board. The material recommended for purchase is approved by the appropriate building administrator.
 - 1. The materials selected will support stated objectives and goals of the school district. Specifically, the goals are:
 - a. To acquire materials and provide service consistent with the demands of the curriculum;
 - b. To develop students' skills and resourcefulness in the use of libraries and learning resources;
 - c. To effectively guide and counsel students in the selection and use of materials and libraries;
 - d. To foster in students a wide range of significant interests;
 - e. To provide opportunities for aesthetic experiences and development of an appreciation of the fine arts;
 - f. To provide materials to motivate students to examine their own attitudes and behaviors and to comprehend their own duties and responsibilities as citizens in a pluralistic democracy;
 - g. To encourage life-long education through the use of the library; and,

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- h. To work cooperatively and constructively with the instructional and administrative staff in the school.
2. Materials selected are consistent with stated principles of selection. These principles are:
- a. To select material, within established standards, which will meet the goals and objectives of the school district;
 - b. To consider the educational characteristics of the community in the selection of materials within a given category;
 - c. To present the sexual, racial, religious and ethnic groups in the community by:
 - 1. Portraying people, both men and women, adults and children, whatever their ethnic, religious or social class identity, as human and recognizable, displaying a familiar range of emotions, both negative and positive.
 - 2. Placing no constraints on individual aspirations and opportunity.
 - 3. Giving comprehensive, accurate, and balanced representation to minority groups and women - in art and science, history and literature, and in all other fields of life and culture.
 - 4. Providing abundant recognition of minority groups and women by showing them frequently in positions of leadership and authority.
 - d. To intelligently, quickly, and effectively anticipate and meet needs through awareness of subjects of local, national and international interest and significance; and,
 - e. To strive for impartiality in the selection process.
3. The materials selected will meet stated selection criteria. These criteria are:
- a. Authority-Author's qualifications - education, experience, and previously published works;
 - b. Reliability:
 - 1. Accuracy-meaningful organization and emphasis on content, meets the material's goals and objectives, and presents authoritative and realistic factual material.
 - 2. Current-presentation of content which is consistent with the finding of recent and authoritative research.
 - c. Treatment of subject-shows an objective reflection for the multi-ethnic character and cultural diversity of society.
 - d. Language:
 - 1. Vocabulary:
 - a. Does not indicate bias by the use of words which may result in negative value judgments about groups of people;
 - b. Does not use "man" or similar limiting word usage in generalization or ambiguities which may cause women to feel excluded or dehumanized.
 - 2. Compatible to the reading level of the student for whom it is intended.

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- e. Format:
1. Book
 - a. Adequate and accurate index;
 - b. Paper of good quality and color;
 - c. Print adequate and well spaced;
 - d. Adequate margins;
 - e. Firmly bound; and,
 - f. Cost.
 2. Nonbook, including software and electronically available materials
 - a. Flexibility, adaptability;
 - b. Curricular orientation of significant interest to students;
 - c. Appropriate for audience;
 - d. Accurate authoritative presentation;
 - e. Good production qualities (fidelity, aesthetically adequate);
 - f. Durability; and,
 - g. Cost.
 3. Illustrations of book and nonbook materials should:
 - a. Depict instances of fully integrated grouping and settings to indicate equal status and non-segregated social relationships.
 - b. Make clearly apparent the identity of minorities;
 - c. Contain pertinent and effective illustrations;
 4. Flexible to enable the teacher to use parts at a time and not follow a comprehensive instructional program on a rigid frame of reference.
- f. Special Features:
1. Bibliographies.
 2. Glossary.
 3. Current charts, maps, etc.
 4. Visual aids.
 5. Index.
 6. Special activities to stimulate and challenge students.
 7. Provide a variety of learning skills.
- g. Potential use:
1. Will it meet the requirement of reference work?
 2. Will it help students with personal problems and adjustments?
 3. Will it serve as a source of information for teachers and librarians?
 4. Does it offer an understanding of cultures other than the student's own and is it free of racial, religious, age, disability, ethnic, and sexual stereotypes?
 5. Will it expand students' sphere of understanding and help them to understand the ideas and beliefs of others?
 6. Will it help students and teachers keep abreast of and understand current events?
 7. Will it foster and develop hobbies and special interest?
 8. Will it help develop aesthetic tastes and appreciation?
 9. Will it serve the needs of students with special problems?
 10. Does it inspire learning?
 11. Is it relevant to the subject?
 12. Will it stimulate a student's interest?

4. Gifts of library or instructional materials may be accepted if the gift meets existing criteria for library and instructional materials. The acceptance and placement of such gifts is within the discretion of the board.
5. In order to provide a current, highly usable collection of materials, media specialists will provide for constant and continuing renewal of the collection, not only the addition of up-to-date materials, but by the judicious elimination of materials which no longer meet school district needs or find use. The process of weeding instructional materials will be done according to established and accepted standards for determining the relevance and value of materials in a given context.

INSTRUCTIONAL MATERIALS INSPECTION

Parents and other members of the school district community may view the instructional materials used by the students. All instructional materials, including teacher's manuals, DVDs, tapes or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any federally funded programs must be available for inspection by parents.

The instructional materials must be viewed on school district premises. Copies may be obtained according to board policy.

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OBJECTION TO INSTRUCTIONAL MATERIALS

Members of the school district community may object to the instructional materials utilized in the school district and ask for their use to be reconsidered.

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RECONSIDERATION OF INSTRUCTIONAL MATERIALS REGULATION

- A. A member of the school district community may raise an objection to instructional materials used in the school district's education program despite the fact that the individuals selecting such material were duly qualified to make the selection and followed the proper procedure and observed the criteria for selecting such material.
1. The school official or employee receiving a complaint regarding instructional materials will try to resolve the issue informally. The materials will remain in use pending the outcome of the reconsideration procedure.
 - a. The school official or employee initially receiving a complaint will explain to the individual the board's selection procedure, criteria to be met by the instructional materials, and qualifications of those persons selecting the material.
 - b. The school official or employee initially receiving a complaint will explain to the individual the role of the objected material in the education program, its intended educational purpose, and additional information regarding its use. In the alternative, the employee may refer the individual to the media specialist who can identify and explain the use of the material.
 2. The employee receiving the initial complaint will advise the building principal of the initial contact no later than the end of the school day following the discussion with the individual, whether or not the individual has been satisfied by the initial contact. A written record of the contact is maintained by the principal in charge of the attendance center. Each building principal shall inform employees of their obligation to report complaints.
 3. In the event the individual making an objection to instructional materials is not satisfied with the initial explanation, the individual is referred to the principal or to the media specialist of the attendance center. If, after consultation with the principal or media specialist, the individual desires to file a formal complaint, the principal or media specialist will assist in filling out a Reconsideration Request Form in full and filing it with the superintendent.
- B. Request for Reconsideration
1. A member of the school district community may formally challenge instructional materials on the basis of appropriateness used in the school district's education program. This procedure is for the purpose of considering the opinions of those persons in the school district and the community who are not directly involved in the selection process.

2. Each attendance center and the school district's central administrative office will keep on hand and make available Reconsideration Request Forms. Formal objections to instructional materials must be made on this form.
3. The individual will state the specific reason the instructional material is being challenged. The Reconsideration Request Form is signed by the individual and filed with the superintendent.
4. The superintendent will promptly file the objection with the reconsideration committee for re-evaluation.
5. Generally, access to challenged instructional material will not be restricted during the reconsideration process. However, in unusual circumstances, the instructional material may be removed temporarily by following the provisions of Section B.6.d. of this rule.
6. The Reconsideration Committee
 - a. The reconsideration committee is made up of eight members.
 - (1) One licensed employee designated annually by the superintendent.
 - (2) One media specialist designated annually by the superintendent.
 - (3) One member of the administrative team designated annually by the superintendent.
 - (4) Three members of the community appointed annually by the board.
 - (5) Two high school students, selected annually by the high school principal.
 - b. The committee will meet at the request of the superintendent.
 - c. Special meetings may be called by the board to consider temporary removal of materials in unusual circumstances. A recommendation for temporary removal will require a two-thirds vote of the committee.
 - d. Notice of committee meetings is made public through appropriate publications and other communications methods.
 - e. The committee will receive the completed Reconsideration Request Form from the superintendent.
 - f. The committee will determine its agenda for the first meeting which may include the following:
 - (1) Distribution of copies of the completed Reconsideration Request Form.
 - (2) An opportunity for the individual or a group spokesperson to talk about or expand on the Reconsideration Request Form.
 - (3) Distribution of reputable, professionally prepared reviews of the challenged instructional material if available.
 - (4) Distribution of copies of the challenged instructional material as available.

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- g. The committee may review the selection process for the challenged instructional material and may, to its satisfaction, determine that the challenge is without merit and dismiss the challenge. The committee will notify the individual and the superintendent of its action.
- h. At a subsequent meeting, if held, interested persons, including the individual filing the challenge, may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.
- i. The individual filing the challenge is kept informed by the reconsideration committee secretary on the status of the Reconsideration Request Form throughout the reconsideration process. The individual filing the challenge and known interested parties is given appropriate notice of meetings.
- j. At the second or a subsequent meeting the committee will make its final recommendation. The committee's final recommendation may be to take no removal action, to remove the challenged material from the school environment, or to limit the educational use of the challenged material. The sole criterion for the final recommendation is the appropriateness of the material for its intended educational use. The written final recommendation and its justification are forwarded to the board, the individual and the appropriate attendance centers. The superintendent may also make a recommendation but if so, it should be independent from the committee's.

Following the superintendent's decision with respect to the committee's recommendation, the individual or the chairperson of the reconsideration committee may appeal the decision to the board for review. Such appeal must be presented to the superintendent in writing within five days following the announcement of the superintendent's decision. The board will promptly determine whether to hear the appeal.

- k. A recommendation to sustain a challenge will not be interpreted as a judgment of irresponsibility on the part of the individuals involved in the original selection or use of the material.
- l. Requests to reconsider materials which have previously been reconsidered by the committee must receive approval of two-thirds of the committee members before the materials will again be reconsidered. Completed and filed Reconsideration Request Forms are acted upon by the committee.
- m. If necessary or appropriate in the judgment of the committee, the committee may appoint a subcommittee of members or nonmembers to consolidate challenges and to make recommendations to the full committee. The composition of this subcommittee will approximate the representation of the full committee.

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- n. Committee members directly associated with the selection, use, or challenger of the challenged material are excused from the committee during the deliberation of the challenged instructional materials. The superintendent may appoint a temporary replacement for the excused committee member, but the replacement is of the same general qualifications as the member excused.
- o. Persons dissatisfied with the decision of the board may appeal to the Iowa Board of Education pursuant to state law.

INSTRUCTIONS TO THE RECONSIDERATION COMMITTEE

The policy of this school district related to selection of learning materials states that any member of the school district community may formally challenge instructional materials used in the district's education program. This policy allows those persons in the school and the community who are not directly involved in the selection of materials to make their own opinions known. The task of the reconsideration committee is to provide an open forum for discussion of challenged materials and to make an informed recommendation on the challenge. The meetings of the committee may be subject to the open meetings law.

The most critical component of the reconsideration process is the establishment and maintenance of the committee's credibility in the community. For this purpose, the committee is composed of community members. The community should not, therefore, infer that the Committee is biased or is obligated to uphold prior professional decisions. For this same reason, a community member will be selected to chair the committee.

The reconsideration process, the task of this committee, is just one part of the selection continuum. Material is purchased to meet a need. It is reviewed and examined, if possible, prior to purchase. It is periodically re-evaluated through updating, discarding, or re-examination. The committee must be ready to acknowledge that an error in selection may have been made despite this process. Librarians and school employees regularly read great numbers of reviews in the selection process, and occasional errors are possible.

In reconsidering challenged materials, the role of the committee, and particularly the chairperson, is to produce a climate for disagreement. However, the committee should begin by finding items of agreement, keeping in mind that the larger the group participating, the greater the amount of information available and, therefore, the greater the number of possible approaches to the problem.

If the complainant chooses, the complainant may make an oral presentation to the committee to expand and elaborate on the complaint. The committee will listen to the Complainant, to those with special knowledge, and any other interested persons. In these discussions, the committee should be aware of relevant social pressures which are affecting the situation. Individuals who may try to dominate or impose a decision must not be allowed to do so. Minority viewpoints expressed by groups or individuals must be heard, and observers must be made to feel welcome. It is important that the committee create a calm, nonvolatile environment in which to deal with a potentially volatile situation. To this end, the complainant will be kept informed of the progress of the complaint.

The committee will listen to the views of all interested persons before making recommendations. In deliberating its recommendation, the committee should remember that the school system must be responsive to the needs, tastes, and opinions of the community it serves. Therefore, the committee must distinguish between broad community sentiment and attempts to impose personal standards. The deliberations should concentrate on the

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appropriateness of the material. The question to be answered by the committee is, "Is the material appropriate for its designated audience at this time?"

The committee's final recommendation will be (1) to remove the challenged material from the total school environment, (2) to take no removal action, or (3) to agree on a limitation of the educational use of the materials.

The committee chairperson will instruct the secretary to convey the committee's recommendation to the office of the superintendent. The recommendation should detail the rationale on which it was based. A letter will be sent to the complainant outlining the outcome

RECONSIDERATION OF INSTRUCTIONAL MATERIALS REQUEST FORM

Request for re-evaluation of instructional material to be submitted to the Superintendent.

REVIEW INITIATED BY: _____ DATE: _____

Name _____

Address _____

City/State _____ Zip Code _____ Telephone _____

School(s) in which item is used _____

Relationship to school (parent, student, citizen, etc.) _____

BOOK OR OTHER PRINTED MATERIAL IF APPLICABLE:

Author _____ Hardcover _____ Paperback _____ Other _____

Title _____

Publisher (if known) _____

Date of Publication _____

MULTIMEDIA MATERIAL IF APPLICABLE:

Title _____

Producer (if known) _____

Type of material (filmstrip, motion picture, etc.) _____

PERSON MAKING THE REQUEST REPRESENTS: (circle one)

Self

Group or Organization

Name of Group or Organization _____

Address of Group or Organization _____

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1. What brought this item to your attention?

2. To what in the item do you object? (please be specific; cite pages, or frames, etc.)

3. In your opinion, what harmful effects upon students might result from use of this item?

4. Do you perceive any instructional value in the use of this item?

5. Did you review the entire item? If not, what sections did you review?

6. Should the opinion of any additional experts in the field be considered?

Yes _____ No _____

If yes, please list specific suggestions: _____

7. To replace this item, do you recommend other material which you consider to be of equal or superior quality for the purpose intended?

8. Do you wish to make an oral presentation to the Review Committee?

Yes _____

(a) Please contact the Superintendent
(b) Please be prepared at this time to indicate the approximate length of time your presentation will require. Although this is no guarantee that you'll be allowed to present to the committee, or that you will get your requested amount of time.

Minutes. _____

No _____

Signature

Dated

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SAMPLE LETTER TO INDIVIDUAL CHALLENGING INSTRUCTIONAL MATERIALS

Dear:

We recognize your concern about the use of _____ in our school district. The school district has developed procedures for selection of instructional materials but realizes that not everyone will agree with every selection made.

To help you understand the selection process, we are sending copies of the following school district materials:

1. Instructional goals and objectives,
2. Instructional Materials Selection policy statement, and
3. Procedure for reconsideration of instructional materials.

If you are still concerned after you review this material, please complete the Reconsideration Request Form and return it to me. You may be assured of prompt attention to your request. If I have not heard from you within one week, we will assume you no longer wish to file a formal complaint.

Sincerely,

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TECHNOLOGY AND INSTRUCTIONAL MATERIALS

The board supports the use of innovative methods and the use of technology in the delivery of the education program. The board encourages employees to investigate economic ways to utilize instructional television, audiovisual materials, computers, and other technological advances as a part of the curriculum.

It is the responsibility of the superintendent to develop a plan for the use of technology in the curriculum and to evaluate it annually. The superintendent will report the results of the evaluation and make a recommendation to the board annually regarding the use of technology in the curriculum.

MEDIA CENTERS

The school district will maintain a media center in each building for use by employees and by students during the school day.

Materials for the centers will be acquired according to board policy, "Instructional Materials Selection." It is the responsibility of the principal of the building in which the media center is located to oversee the use of materials in the media center.

It is the responsibility of the superintendent to develop procedures for the selection and replacement of both library and instructional materials, for the acceptance of gifts, for the weeding of library and instructional materials, and for the handling of challenges to either library or classroom materials.

APPROPRIATE USE OF DISTRICT TECHNOLOGY,
NETWORK SYSTEMS, AND INTERNET ACCESS

The board is committed to making available to students and employees access to a wide range of electronic learning facilities, technology (potentially including, but not limited to, computers, tablets, and handheld devices), equipment and software, network systems, and the internet. The goal in providing this technology and access is to support the educational objectives and mission of the school district and to promote resource sharing, innovation, problem solving, and communication.

The school district's technology, network and/or internet connection are not a public access service or a public forum. The school district has the right to place reasonable restrictions on the material accessed and/or posted through the use of its technology, network and/or internet connection, including the use of personal technology brought into the school district by students and staff and the ability of students and staff to access the school district's network systems and internet access using personal technology.

The school district's technology, network systems, and internet access shall be available to all students and staff within the school district. However, access is a privilege, not a right. Each student and employee must have a signed acceptable use agreement on file prior to having access to and using the school district's technology, network, and the internet. The amount of time and type of access available for each student and employee may be limited by the school district's technology and the demands for the use of the school district's technology.

Students will be able to access the internet through their teachers. Individual student accounts and electronic mail addresses may be issued to students. Even if students have not been given access to and/or use of the school district's technology, network, and the internet, they may still be exposed to information from the school district's technology, network, and/or the internet in guided curricular activities at the discretion of their teachers. If a student already has an electronic mail address, the student will not be permitted to use the address to send and receive mail at school.

Students and employees shall only engage in appropriate, ethical, and legal utilization of the school district's technology, network systems, and internet access. Student and employee use of the school district's technology, network, and internet access shall also comply with all school district policies and regulations. Employees and students will be instructed on the appropriate use of the internet. Parents will be required to sign a permission form to allow their students to access the internet. Students will sign a form acknowledging they have read and understand the Internet Acceptable Use policy and regulations, that they will comply with the policy and regulations and understand the consequences for violation of the policy or regulations.

Approved

Reviewed December 21, 2009

Revised: <DATE HERE>

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APPROPRIATE USE OF DISTRICT TECHNOLOGY,
NETWORK SYSTEMS, AND INTERNET ACCESS

Students, parents, and employees may be asked from time to time to sign a new consent and/or acceptable use agreement to reflect changes and/or developments in the law or technology. When students, parents, and employees are presented with new consent and/or acceptable use agreements to sign, these agreements must be signed for students and/or staff to continue to have access to and use of the school district's technology, network systems, and the internet.

Inappropriate use and/or access will result in the restriction and/or termination of the privilege of access to and use of the school district's technology, network, and internet access and may result in further discipline for students up to and including expulsion and/or other legal action and may result in further discipline for employees up to and including termination of employment and/or other legal action. The school district's administration will determine what constitutes inappropriate use and its decision will be final.

The school district may close a user account at any time as required and administrators, faculty, and staff may request the technology coordinator to deny, revoke, or suspend user accounts. Any user identified as a security risk or having a history of problems with technology and/or network systems may be denied access to the school district's technology, network systems, and the internet. Students and employees will be instructed by the school district's technology coordinator or other appropriate personnel on the appropriate use of the school district's technology, network, and the internet.

The internet can provide a vast collection of educational resources for students and employees. It is a global network which makes it impossible to control all available information. Because information appears, disappears and changes constantly, it is not possible to predict or control what students may locate. The school district makes no guarantees as to the accuracy of information received on the internet. Although students will be under teacher supervision while on the network, it is not possible to constantly monitor individual students and what they are accessing on the network. Some students might encounter information that may not be of educational value.

The school district will, within the curriculum currently being offered, include age-appropriate content related to children's use of the internet. This may include anti-bullying and harassment considerations, social networking considerations, and other considerations involving internet usage.

APPROPRIATE USE OF DISTRICT TECHNOLOGY,
NETWORK SYSTEMS, AND INTERNET ACCESS

The school district has the right, but not the duty, to monitor any and all aspects of its technology, network systems and internet access including, but not limited to, monitoring sites students and staff visit on the internet and reviewing e-mail. The administration and the technology coordinator shall have both the authority and right to examine all technology and internet activity including any logs, data, e-mail, storage, and/or other technology related records of any user. The use of e-mail is limited to school district and educational purposes only. Students and staff waive any right to privacy in anything they create, store, send, disseminate or receive on the school district's technology and network systems, including the internet.

No warranties, expressed or implied, are made by the school district for the technology and internet access being provided. Although the school district has taken measures to implement and maintain protection against the presence of viruses, spyware, and malware on the school district's technology, network systems, and internet access, the school district cannot and does not warranty or represent that the school district's technology, network systems or internet access will be secure and free of viruses, spyware or malware at all times. The school district, including its officers and employees, will not be responsible for any damages including, but not limited to, the loss of data, delays, non-deliveries, misdeliveries or service interruptions caused by negligence or omission. Individual users are solely responsible for making backup copies of their data. The school district is not responsible for the accuracy of information users access on the internet and is not responsible for any unauthorized charges students or employees may incur as a result of their use of the school district's technology, network systems, and/or internet access. Any risk and/or damages resulting from information obtained from the school district's technology, network systems, and/or internet access is assumed by and is the responsibility of the user.

The interpretation, application, and modification of this policy are within the sole discretion of the school district. Any questions or issues regarding this policy should be directed to the superintendent, any building principal or the technology coordinator.

The board will review and update this policy as necessary. The district will maintain this policy at least five (5) years after the termination of funding pursuant to the Children's Internet Protection Act (CIPA) or E-rate.

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APPROPRIATE USE OF DISTRICT TECHNOLOGY,
NETWORK SYSTEMS, AND INTERNET ACCESS REGULATION

I. Responsibility for Internet Appropriate Use.

- A. The authority for appropriate use of electronic internet resources is delegated to the licensed employees.
- B. Instruction in the proper use of the internet will be available to employees who will then provide similar instruction to their students.
- C. Employees are expected to practice appropriate use of the internet, and violations may result in discipline up to, and including, discharge. Violations relating to or supporting of illegal activities will be reported to law enforcement agencies.

II. Internet Access.

- A. Access to the internet is available to teachers and students as a source of information and a vehicle of communication.
- B. Students will be able to access the internet while at school under the supervision of a staff member. Individual student accounts and electronic mail addresses may be issued to students at this time.
 - 1. Making internet access available to students carries with it the potential that some students might encounter information that may not be appropriate for students. However, on a global network, it is impossible to control all materials. Because information on the internet appears, disappears and changes, it is not possible to predict or control what students may locate.
 - 2. It is a goal to allow teachers and students access to the rich opportunities on the internet, while we protect the rights of students and parents who choose not to risk exposure to questionable material.
 - 3. The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines which require efficient, ethical and legal utilization of network resources.
 - 4. To reduce unnecessary system traffic, users may use real-time conference features such as talk/chat/internet relay chat only as approved by the supervising teacher.
 - 5. Transmission of material, information or software in violation of any board policy or regulation is prohibited.
 - 6. Users will be allowed to download and upload files that pass the requirements of the virus protection and/or content filter technologies that are in place.
 - 7. The school district makes no guarantees as to the accuracy of information received on the internet.

III. Permission to Use Internet

- A. Annually, parents of students under the age of 18 will grant permission for their student to use the internet using the prescribed form.

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- B. All employees will sign the “District Employee Technology Usage Agreement” and return it to the Central Office.
- C. People using the guest wireless network to access the internet will be required to agree to the terms of use before they are granted access.

IV. Student Use of Internet.

A. Equal Opportunity - The internet is available to all students who have permission to use the internet within the school district under the supervision of a staff member. The amount of time available for each student may be limited by the number of available terminals and the demands for each terminal.

- 1. It is possible that students in grades 6-12 who have a school-issued device as part of the 1:1 program will access the internet without direct supervision of a staff member during the school day.
- 2. Students in grades 6-12 who have a school-issued device as part of the 1:1 program will be able to access the internet while away from school. Because they will be accessing the internet via the school’s internet service and content filtering technology, the same rules apply.
- 3. The internet is available to all staff that has a District Employee Technology Usage Agreement on file with Central Office.

B. Digital Citizenship

- 1. The use of the network is a privilege and may be taken away for violation of board policy or regulations. As a user of the internet, employees and students may be allowed access to other networks. Each network may have its own set of policies and procedures. It is the user’s responsibility to abide by the policies and procedures of these other networks.
- 2. Internet Safety
 - a. Users shall not post personal contact information on the internet with district-owned devices. This includes name, age, gender, home address, or telephone number. This does not include posts made on the school’s learning management system.
 - b. Users should not share personal photos, personal videos, or photos/videos of others that do not support the curriculum or that are inappropriate.
 - c. Students shall not engage in instant messaging or social networking sites at any time during the school day except when such has been approved for classroom use.
 - d. Students should inform district personnel of any threatening, derogatory, or obscene communication immediately.
- 3. Cyberbullying— The Board Policy forbids cyberbullying. For the purposes of this policy, “cyberbullying” shall mean using digital communication capabilities on any electronic device to bully others by:
 - a. Sending or posting cruel messages or images
 - b. Threatening others
 - c. Excluding or attempting to exclude others from activities or organizations.
 - d. Starting or passing on rumors about others or the school system.
 - e. Harassing or intimidating others.
 - f. Sending angry, rude, or vulgar messages directed at a person or persons privately or to an online group.

- g. Sending or posting harmful, untrue or cruel statements about a person to others.
 - h. Pretending to be someone else and sending or posting material that makes that person look bad or places that person in potential danger.
 - i. Sending or posting material about a person that contains sensitive, private, or embarrassing information, including forwarding private messages or images.
 - j. Engaging in tricks to solicit embarrassing information that is then made public.
4. Employees and students should adhere to on-line protocol:
- a. Respect all copyright and license agreements.
 - b. Cite all quotes, references and sources.
 - c. Remain on the system long enough to get needed information, then exit the system.
 - d. Apply the same privacy, ethical and educational considerations utilized in other forms of communication.
 - e. **Copyright**—The Red Oak School District views copyright as a critical issue in regards to 21st Century learning. Copyright, and the related areas of trademark and licensing, are one of the most important issues to be addressed and taught to students. Copyright protects the rights of creators and users of information. Students and employees of the Red Oak Community School District are expected to follow copyright law.
 - 1) **Plagiarism**—The dictionary defines plagiarism as “taking ideas or writings from another person and offering them as your own.” The person who leads readers to believe that they are reading original work when it is copied, is guilty of plagiarism. The person who created a piece of work, should always be given credit. With the amount of cutting and pasting that is done via the internet, it is important that the guidelines of plagiarism are followed and credit is always given to the author of any piece of work.
 - 2) **Fair Use**—Fair use is part of the copyright law, and can be used when completing school work. If copying is not specifically prohibited in the copyright law, then it may be allowed under fair use. Users need to make good decisions about the specific circumstances in which they are using others’ work. Students and employees of the Red Oak School District are expected to follow the fair use guidelines that are provided in the Board Policy Manual.
 - 3) **Public Domain**—Users may upload creative works that are in the public domain for their own use. Users are responsible for determining whether a program is in the public domain.
 - 4) **File Sharing**—The installation and/or use of any internet-based file-sharing tools is prohibited. File-sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video, and images).

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5. Email—Employees and Students should use only district-assigned email accounts or other approved forms of digital communication while at school. Employees and students are expected to adhere to the following guidelines:
 - a. School-issued email accounts will be accessed using the district supported and approved client software.
 - b. Users are responsible for their passwords and accounts. At no time should one share his or her passwords with other users. Users are not to use, or allow others to use their email or other accounts. Any inappropriate use can result in the loss of the account as specified in the Acceptable Use Policy.
 - c. Information transported using district email and other district owned accounts is not to be considered private, secure, or confidential. All electronic communication generated on district-owned hardware is considered the property of the school district and may be reviewed and deleted as needed to ensure network integrity and confidentiality.
 - d. Email and other electronic communication should reflect professional standards at all time. School accounts should only be used for school related correspondence. With regards to personal email use, occasional sending or receiving of personal messages by staff or students is inevitable. This type of incidental personal use is permitted providing it does not violate district policy, adversely affect others, the speed of the network, or the employee's professional responsibilities, including using instructional time for personal communication.
 - e. District owned resources should never be used for the conduct of any personal, discriminatory, or unlawful business. This includes use for commercial purposes, advertising, and political lobbying.
 - f. In addition to the regulations listed above, users are expected to adhere to the following guidelines:
 - 1) Read email on a regular basis
 - 2) Delete unwanted messages immediately
 - 3) Use of vulgar and/or abusive language is prohibited
 - 4) Always sign your name to a message
 - 5) Acknowledge that you have received a document or file that someone has sent to you

C. Restricted Material

1. Employees and students will not intentionally access, transmit, or download any text file or or engage in any conference that:
 - a. includes material which is obscene, libelous, indecent, vulgar, profane or lewd.
 - b. advertises any product or service not permitted to minors by law.
 - c. constitutes insulting or fighting words, the very expression of which injures or harasses others.
 - d. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities.
 - e. will cause the commission of unlawful acts or the violation of lawful school regulations.

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2. Users agree to inform an appropriate district employee immediately if he or she:
 - a. accidentally enters an internet site that is inappropriate as defined by this policy.
 - b. accidentally changes the configurations on any computer.
 - c. receives a message which makes him or her uncomfortable or is offensive.
 3. Use of social network sites, game sites, chat rooms, and other similar sites, except under the direction of a classroom teacher during instructional hours is prohibited.
 4. Any user of district technology resources used in the context of the school is prohibited from viewing, sending, or composing any digital communication that indicates or suggests unethical or illegal solicitation, racism, sexism, language that is inappropriate for the educational setting, cyberbullying, harassment, pornography, and other issues, including those defined by the nondiscrimination policy of the district.
 5. Employees and students are prohibited from installing any unauthorized software, including personally owned software, on district-owned computers without permission from the district technology director.
 6. All users are responsible for ensuring that any storage media that is brought in from outside the school are virus free and do not contain any unauthorized or inappropriate files as defined in this document.
- D. Unauthorized Costs - If an employee or student gains access to any service via the internet which has a cost involved or if an employee or student incurs other types of costs, the user accessing such a service will be responsible for those costs.
- E. Abuse of Network Privileges
1. Employees and students will not use the network in such a way that would disrupt the use of the network by others.
 - a. Users should never share their password with anyone or use another user's password.
 - 1) Users who share their passwords will be considered responsible any results of such use.
 - 2) If a user believes others know their password and if any user files have been altered, he or she should notify a district employee.
 - b. Students should never use teachers' computers without permission or supervision.
 - c. Teachers should never allow students to use any device while the teacher is logged in.
 - d. Gaining or attempting to gain unauthorized access to others' files or vandalizing the data of another user is prohibited.
- F. Vandalism is not permitted and will be strictly disciplined.
1. Vandalism is defined as any attempt to harm or destroy computer equipment as well as the data of another user or of another agency or network that is connected to the internet.
 2. Vandalism includes, but is not limited to the uploading, downloading, or creation of computer viruses, or programs that infiltrate computer systems and/or damage software components.

V. District Rights and Responsibilities

- A. Teachers and those assisting students are responsible for teaching proper techniques and standards for participation, for guiding student access to appropriate areas of the internet, for assuring that students understand what constitutes misuse of the internet, and the consequences of misuse. Teachers should model appropriate behavior and enforce the Acceptable Use Agreement.
- B. The district shall provide all reasonable software for use by staff and students.
- C. All software/hardware purchases need approval of the superintendent.
- D. Red Oak Community School District reserves the right to monitor all activity and use of the network. This includes, but is not limited to, monitoring downloads, files, and documents stored on any school-owned hardware, checking internet histories and cache files, observing users' screens, reading email if deemed necessary, and blocking what the district considers inappropriate sites.
- E. The district technology staff routinely monitors and performs maintenance on file servers, email, workstations, the internet, and user accounts. During these procedures, it may be necessary to review email and/or files stored on the network. Users should avoid storing personal and/or private information on the district and/or school's technology resources.
- F. If routine maintenance and monitoring of the district's systems shows that a user has violated this agreement, another school district agreement or law, school district officials will conduct an individual investigation or search.
- G. Sanctions may be both internal, involving loss of privileges or other district measures; and external, involving civil or criminal action under state or federal laws. All inappropriate items can be confiscated and only be returned to a parent/guardian.

VI. Student Violations--Consequences and Notifications.

- A. Students who access restricted items on the internet are subject to the appropriate action described in board policy or regulations or the consequences found in the table on the next page.
- B. Parents/Guardians will be notified of all violations of this Acceptable Use Agreement in a written letter or email from a school administrator or the technology coordinator.



Red Oak Community School District

2011 N 8th Street
Red Oak, IA 51566
(712) 623-6600

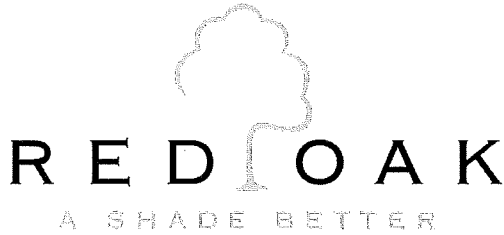
STUDENT INTERNET ACCESS PERMISSION FORM

The internet can provide a vast collection of educational resources for students. It is global, making it impossible to control all information available. Because information appears, disappears, and changes constantly, it is not possible to predict or control what students may locate 100% of the time. In an effort to prevent access to such material, the Red Oak Community School District does use content filtering software designed to block access to undesirable material. Although students will usually be under staff supervision while on the network, it is not possible to always monitor individual students and what they are accessing on the network. Therefore, some students might access information that is inappropriate or that may not be of educational value to them. As a consequence of knowingly accessing and/or downloading inappropriate/objectionable items or sending messages with vulgar/abusive/threatening language, students shall be disciplined. The district's complete Internet Appropriate Use Policy and Violation Notification Form can be found in the student handbook. Please decide if you would like your child to be granted internet access while a student at Red Oak Community School District.

I understand that by signing this form, I am permitting my child access the internet for educational purposes. This permission will remain in force until such time as I notify the school district that I no longer want my child to access the internet. I understand that my child can and will be disciplined for inappropriate use of the internet as defined in the student handbook. I also agree to be responsible for any unauthorized costs incurred by my child while using the internet.

Student Name: _____
 Grade Level: _____
 Parent/Guardian: _____
 Parent Signature: _____
 Date: _____

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Red Oak Community School District

2011 N 8th Street
Red Oak, IA 51566
(712) 623-6600

STUDENT INTERNET ACCESS DENIAL FORM

The internet can provide a vast collection of educational resources for students. It is global, making it impossible to control all information available. Because information appears, disappears, and changes constantly, it is not possible to predict or control what students may locate 100% of the time. In an effort to prevent access to such material, the Red Oak Community School District does use content filtering software designed to block access to undesirable material. Although students will usually be under staff supervision while on the network, it is not possible to always monitor individual students and what they are accessing on the network. Therefore, some students might access information that is inappropriate or that may not be of educational value to them. As a consequence of knowingly accessing and/or downloading inappropriate/objectionable items or sending messages with vulgar/abusive/threatening language, students shall be disciplined. *Our district's complete Internet Appropriate Use Policy and Violation Notification Form can be found in the student handbook.* Please decide if you would like your child to be granted internet access while a student at Red Oak Community School District.

I understand that by signing this form, I am denying my child access to the internet for educational purposes. This denial will remain in force until such time as I notify the school district that I no longer want my child denied access to the internet.

Student Name: _____

Grade Level: _____

Parent/Guardian: _____

Parent Signature: _____

Date: _____

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INTERNET APPROPRIATE USE VIOLATION NOTICE

Student _____

Administrator _____

Date _____

Student Violations, Consequences, and Notifications:

Students who access and/or download inappropriate/objectionable items or send messages with vulgar/threatening language while on the internet shall be subjected to the following consequences:

First Violation:

For the first violation during the school's fiscal year (July 1-June 30), a verbal and written "First Violation" notice will be issued to the student by the principal's office using the prescribed form and the student's internet privileges will be suspended for a period of nine weeks. A copy of the notice will be sent by mail to the student's parent/guardian by the building principal's office and a copy kept on file in the principal's office.

Second Violation:

Upon the second violation during the school's fiscal year (July 1-June 30), a verbal and written "Second Violation" infraction notice will be issued to the student by the principal's office using the prescribed form. The student will lose all internet privileges. A copy of the notice will be sent by mail to the student's parent/guardian by the building principal's office.

*Students in violation of district internet policies may also be punished according to our district good conduct policy, or other board policies, on a case-by-case basis to be determined by each building principal.

A student who has lost his/her internet privileges by committing a second violation may, at the beginning of the next regular school year, petition the Board of Education to have his/her internet privileges reinstated on a one-year probationary basis. If during the one-year probationary period the student commits an additional violation, his/her internet privileges will be permanently suspended for the remainder of his/her time as a student in the Red Oak Community School District.

Nothing in this policy prevents the school district from immediately suspending a student's internet privileges.

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USE OF INFORMATION RESOURCES

In order for students to experience a diverse curriculum, the board encourages employees to supplement their regular curricular materials with other resources. In so doing, the board recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for plagiarism, unauthorized copying or using of media, including, but not limited to, print, electronic and web-based materials, unless the copying or using conforms to the "fair use" doctrine. Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research providing that all fair use guidelines are met.

While the school district encourages employees to enrich the learning programs by making proper use of supplementary materials, it is the responsibility of employees to abide by the school district's copying procedures and obey the requirements of the law. In no circumstances shall it be necessary for school district staff to violate copyright requirements in order to perform their duties properly. The school district will not be responsible for any violations of the copyright law by employees or students. Violation of the copyright law by employees may result in discipline up to, and including, termination. Violation of the copyright law by students may result in discipline, up to and including, suspension or expulsion.

Parents or others who wish to record, by any means, school programs or other activities need to realize that even though the school district received permission to perform a copyrighted work does not mean outsiders can record it, copy it and/or re-play it. Those who wish to do so should contact the employee in charge of the activity to determine what the process is to ensure the copyright law is followed. The school district is not responsible for outsiders violating the copyright law or this policy.

Any employee or student who is uncertain as to whether reproducing or using copyrighted material complies with the school district's procedures or is permissible under the law should contact the principal, teacher or media specialist who will also assist employees and students in obtaining proper authorization to copy or use protected material when such authorization is required.

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USE OF INFORMATION RESOURCES REGULATIONS

Employees and students may make copies of copyrighted materials that fall within the following guidelines. Where there is reason to believe the material to be copied does not fall within these guidelines, prior permission shall be obtained from the publisher or producer with the assistance of the librarian. Employees and students who fail to follow this procedure may be held personally liable for copyright infringement and may be subject to discipline by the board.

Under the “fair use” doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. Under the fair use doctrine, each of the following four standards must be met in order to use the copyrighted document:

- Purpose and Character of the Use - The use must be for such purposes as teaching or scholarship.
- Nature of the Copyrighted Work - The type of work to be copied.
- Amount and Substantiality of the Portion Used - Copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed.
- Effect of the Use Upon the Potential Market for or value of the Copyrighted Work - If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

Authorized Reproduction and Use of Copyrighted Material Reminders

- Materials on the internet should be used with caution since they may, and likely are, copyrighted.
- Proper attribution (author, title, publisher, place and date of publication) should always be given.
- Notice should be taken of any alterations to copyrighted works, and such alterations should only be made for specific instructional objectives.
- Care should be taken in circumventing any technological protection measures. While materials copied pursuant to fair use may be copied after circumventing technological protections against unauthorized copying, technological protection measures to block access to materials may not be circumvented.

In preparing for instruction, a teacher may make or have made a single copy of:

- A chapter from a book;
- An article from a newspaper or periodical;
- A short story, short essay or short poem; or,
- A chart, graph, diagram, drawing, cartoon or picture from a book, periodical or newspaper.

A teacher may make multiple copies not exceeding more than one per pupil, for classroom use or discussion, if the copying meets the tests of "brevity, spontaneity and cumulative effect" set by the following guidelines. Each copy must include a notice of copyright.

- Brevity
 - A complete poem, if less than 250 words and two pages long, may be copied: excerpts from longer poems cannot exceed 250 words;
 - Complete articles, stories or essays of less than 2500 words or excerpts from prose works less than 1000 words or 10% of the work, whichever is less may be copied; in any event, the minimum is 500 words;
 - Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph;
 - One chart, graph, diagram, drawing, cartoon or picture per book or periodical issue may be copied. "Special" works cannot be reproduced in full; this includes children's books combining poetry, prose or poetic prose. Short special works may be copied up to two published pages containing not more than 10 percent of the work.
- Spontaneity - Should be at the "instance and inspiration" of the individual teacher when there is not a reasonable length of time to request and receive permission to copy.
- Cumulative Effect - Teachers are limited to using copied material for only one course for which copies are made. No more than one short poem, article, story or two excerpts from the same author may be copied, and no more than three works can be copied from a collective work or periodical column during one class term. Teachers are limited to nine instances of multiple copying for one course during one class term. Limitations do not apply to current news periodicals, newspapers and current news sections of other periodicals.

Copying Limitations

Circumstances will arise when employees are uncertain whether or not copying is prohibited. In those circumstances, the librarian should be contacted. The following prohibitions have been expressly stated in federal guidelines:

- Reproduction of copyrighted material shall not be used to create or substitute for anthologies, compilations or collective works.
- Unless expressly permitted by agreement with the publisher and authorized by school district action, there shall be no copying from copyrighted consumable materials such as workbooks, exercises, test booklets, answer sheets and the like.
- Employees shall not:
 - Use copies to substitute for the purchase of books, periodicals, music recordings, consumable works such as workbooks, computer software or other copyrighted material. Copy or use the same item from term to term without the copyright owner's permission;
 - Copy or use more than nine instances of multiple copying of protected material in anyone term;
 - Copy or use more than one short work or two excerpts from works of the same author in any one term;

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- Copy or use protected material without including a notice of copyright. The following is a satisfactory notice: NOTICE: THIS MATERIAL MAY BE PROTECTED BY COPYRIGHT LAW.
- Reproduce or use copyrighted material at the direction of someone in higher authority or copy or use such material in emulation of some other teacher's use of copyrighted material without permission of the copyright owner.
- Require other employees or students to violate the copyright law or fair use guidelines.

Authorized Reproduction and Use of Copyrighted Materials in the Library

A library may make a single copy or three digital copies of:

- An unpublished work in its collection;
- A published work in order to replace it because it is damaged, deteriorated, lost or stolen, provided that an unused replacement cannot be obtained at a fair price.
- A work that is being considered for acquisition, although use is strictly limited to that decision. Technological protection measures may be circumvented for purposes of copying materials in order to make an acquisition decision.

A library may provide a single copy of copyrighted material to a student or employee at no more than the actual cost of photocopying. The copy must be limited to one article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright and the student or employee shall be notified that the copy is to be used only for private study, scholarship or research. Any other use may subject the person to liability for copyright infringement.

Authorized Reproduction and Use of Copyrighted Music or Dramatic Works

Teachers may:

- Make a single copy of a song, movement, or short section from a printed musical or dramatic work that is unavailable except in a larger work for purposes of preparing for instruction;
- Make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song;
- In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed or are otherwise not available,
- Make and retain a single recording of student performances of copyrighted material when it is made for purposes of evaluation or rehearsal;
- Make and retain a single copy of excerpts from recordings of copyrighted musical works for use as aural exercises or examination questions; and,

- Edit or simplify purchased copies of music or plays provided that the fundamental character of the work is not distorted. Lyrics shall not be altered or added if none exist.

Performance by teachers or students of copyrighted musical or dramatic works is permitted without the authorization of the copyright owner as part of a teaching activity in a classroom or instructional setting. The purpose shall be instructional rather than for entertainment.

Performances of non-dramatic musical works that are copyrighted are permitted without the authorization of the copyright owner, provided that:

- The performance is not for a commercial purpose;
- None of the performers, promoters or organizers are compensated; and,
- Admission fees are used for educational or charitable purposes only.

All other musical and dramatic performances require permission from the copyright owner. Parents or others wishing to record a performance should check with the sponsor to ensure compliance with copyright.

Recording of Copyrighted Programs

Television programs, excluding news programs, transmitted by commercial and non-commercial television stations for reception by the general public without charge may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained by a school for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of this retention period, all off-air recordings must be erased or destroyed immediately. Certain programming such as that provided on public television may be exempt from this provision; check with the librarian or the subscription database, e.g. unitedstreaming.

Off-air recording may be used once by individual teachers in the course of instructional activities, and repeated once only when reinforcement is necessary, within a building, during the first 10 consecutive school days, excluding scheduled interruptions, in the 45 calendar day retention period. Off-air recordings may be made only at the request of and used by individual teachers and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy shall be subject to all provisions governing the original recording.

After the first ten (10) consecutive school days, off-air recordings may be used up to the end of the 45 calendar day retention period only for evaluation purposes, i.e., to determine whether or not to include the broadcast program in the teaching curriculum. Permission must be secured from the publisher before the recording can be used for instructional purposes after the ten day period.

Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically

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combined or merged to constitute teaching anthologies or compilations. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

Authorized Reproduction and Use of Copyrighted Computer Software

Schools have a valid need for high-quality software at reasonable prices. To assure a fair return to the authors of software programs, the school district shall support the legal and ethical issues involved in copyright laws and any usage agreements that are incorporated into the acquisition of software programs. To this end, the following guidelines shall be in effect:

- All copyright laws and publisher license agreements between the vendor and the school district shall be observed;
- Employees shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment;
- A back-up copy shall be purchased, for use as a replacement when a program is lost or damaged. If the vendor is not able to supply a replacement, the school district shall make a back-up copy that will be used for replacement purposes only;
- A copy of the software license agreement shall be retained by the technology director or librarian; and,
- A computer program may be adapted by adding to the content or changing the language. The adapted program may not be distributed.

Fair Use Guidelines for Educational Multimedia

Students may incorporate portions of copyrighted materials in producing educational multimedia projects such as videos, Power Points, podcasts and web sites for a specific course, and may perform, display or retain the projects.

Educators may perform or display their own multimedia based instructional activities. These projects may be used:

- In face-to-face instruction;
- In demonstrations and presentations, including conferences;
- In assignments to students;
- For remote instruction if distribution of the signal is limited;
- Over a network that cannot prevent duplication for fifteen days, after fifteen days a copy may be saved on-site only: or,
- In their personal portfolios.

Educators may use copyrighted materials in a multimedia project for two years, after that permission must be requested and received.

The following limitations restrict the portion of any given work that may be used pursuant to fair use in an educational multimedia project:

- Motion media: ten percent or three minutes, whichever is less;
- Text materials: ten percent or 1,000 words, whichever is less;
- Poetry: an entire poem of fewer than 250 words, but no more than three poems from one author or five poems from an anthology. For poems of greater than 250

words, excerpts of up to 250 words may be used, but no more than three excerpts from one poet or five excerpts from an anthology:

- Music, lyrics and music video: Up to ten percent, but no more than thirty seconds. No alterations that change the basic melody or fundamental character of the work;
- Illustrations, cartoons and photographs: No more than five images **by** an artist, and no more than ten percent or fifteen images whichever is less from a collective work;
- Numerical data sets: Up to ten percent or 2,500 field or cell entries, whichever is less;

Fair use does not include posting a student or teacher's work on the internet if it includes portions of copyrighted materials. Permission to copy shall be obtained from the original copyright holder(s) before such projects are placed online. The opening screen of such presentations shall include notice that permission was granted and materials are restricted from further use.

CLASS SIZE AND CLASS GROUPING

It is within the sole discretion of the board to determine the size of classes and to determine whether class grouping will take place. The board may review the class sizes annually.

It is the responsibility of the superintendent to make a recommendation to the board on class size based upon the financial condition of the school district, the qualifications of and number of licensed employees, and other factors deemed relevant to the board.

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INSUFFICIENT CLASSROOM SPACE

Insufficient classroom space is determined on a case-by-case basis. In making its determination whether insufficient classroom space exists, the board may consider several factors, including but not limited to, the nature of the education program, the grade level, the available licensed employees, the instructional method, the physical space, student-teacher ratios, equipment and materials, facilities either being planned or under construction, facilities planned to be closed, financial condition of the school district and projected to be available, a sharing agreement in force or planned, a bargaining agreement in force, laws or rules governing special education class size, board-adopted school district goals and objectives, and other factors considered relevant by the board.

This policy is reviewed by the board annually. It is the responsibility of the superintendent to bring this policy to the attention of the board each year.

Approved October 29, 2013

Reviewed <DATE HERE>

Revised October 14, 2013

SCHOOL CEREMONIES AND OBSERVANCES

The school district will continue school ceremonies and observances which have become a tradition and a custom of the education program. These include, but are not limited to, reciting the Pledge of Allegiance and observance of holidays, such as Christmas, Halloween and Easter, by programs and performances. Such ceremonies or observances will have a secular purpose and will not advocate or sponsor a particular religion.

Students who do not wish to participate in these activities may be silent during the ceremony or observance or receive permission from the principal to be excused from the ceremony for religious reasons in compliance with board policy.

Approved October 29, 2013

Reviewed <DATE HERE>

Revised October 14, 2013

201

ANIMALS IN THE CLASSROOM

With the exception of certified companion animals for students, staff, or visitors with special needs, live animals will not be allowed in school district facilities except under special circumstances, for an educational purpose. Permission from the principal will be required of anyone wishing to bring an animal into school district facilities. Appropriate supervision of animals is required when animals are brought into the school district facilities.

The person bringing the animal must furnish transportation for the animal brought to school. Animals will not be allowed to travel to and from the student's attendance center on the school bus without prior approval from the principal.

It is the responsibility of the principal to determine appropriate supervision of animals in the classroom.

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PRODUCTION OF MATERIALS AND SERVICES BY STUDENTS AND EMPLOYEES

Materials and services produced by students at the expense of the school district are be the property of the school district. Materials and services produced by students at the student's expense, except for incidental expense to the school district, are be the property of the student.

Materials and services produced by employees at the expense of the school district are the property of the school district, including but not limited to, materials and services produced in the scope of the employee's duties as an employee of the school district and materials and services produced using school district time or resources. Materials and services produced by employees at the employee's expense, except for incidental expense to the school district, are the property of the employee.

It is the responsibility of the superintendent to determine incidental expense.

Approved October 29, 2013

Reviewed October 14, 2013

Revised <DATE HERE>

2013

STUDENT FIELD TRIPS AND EXCURSIONS

The principal may authorize field trips and excursions when such events contribute to the achievement of education goals of the school district. The school district will provide transportation for field trips and excursions.

In authorizing field trips and excursions, the principal will consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent. Written parental permission will be required prior to the student's participation in field trips and excursions. Board approval will be required for field trips and excursions which involve unusual length (such as overnight trips) or expense.

Field trips and excursions are to be arranged with the principal well in advance. A detailed schedule and budget must be submitted by the employee. The school district will be responsible for obtaining a substitute teacher if one is needed. Following field trips and excursions, the teacher may be required to submit a written summary of the event.

Approved October 29, 2013

Reviewed <DATE HERE>

Revised October 14, 2013

2014

STUDENT GUIDANCE AND COUNSELING PROGRAM

The board will provide a student guidance and counseling program. The guidance counselor will be certified with the Iowa Department of Education and hold the qualifications required by the board. The guidance and counseling program will serve grades pre-kindergarten through twelve. The program will assist students with their personal, educational, and career development. The program is coordinated with the education program and will involve licensed employees.

Approved October 29, 2013

Reviewed October 14, 2013

Revised <DATE HERE>

205

STUDENT HEALTH SERVICES

Health services are an integral part of comprehensive school improvement, assisting all students to increase learning, achievement, and performance. Health services coordinate and support existing programs to assist each student in achievement of an optimal state of physical, mental and social well being. Student health services ensure continuity and create linkages between school, home, and community service providers. The school district's comprehensive school improvement plan, needs, and resources determine the linkages.

The superintendent will provide a written report on the role of health services in the education program to the board annually.

Approved October 29, 2013

Reviewed October 14, 2013

Revised <DATE HERE>

2016

STUDENT HEALTH SERVICES REGULATION

Student Health Services Administrative Regulations

- I. Student Health Services - Each school building may develop a customized student health services program within comprehensive school improvement based on its unique needs and resources. Scientific advances, laws, and school improvement necessitate supports to students with health needs to receive their education program.

Supports to improve student achievement include:

- qualified health personnel
- school superintendent, school nurse, and school health team working collaboratively
- family and community involvement
- optimal student health services program with commitment to its continuing improvement

Components provided within a coordinated school health program include:

- health services
- nutrition
- healthy, safe environment
- staff wellness
- health education
- physical education and activity
- counseling, psychological, and social services
- family and community involvement

Student health services are provided to identify health needs; facilitate access to health care; provide for health needs related to educational achievement; promote health, well-being, and safety; and plan and develop the health services program.

II. Student Health Services Essential Functions

A. Identify student health needs:

1. Provide individual initial and annual health assessments
2. Provide needed health screenings
3. Maintain and update confidential health records
4. Communicate (written, oral, electronic) health needs as consistent with confidentiality laws

B. Facilitate student access to physical and mental health services:

1. Link students to community resources and monitor follow through
2. Promote increased access and referral to primary health care financial resources such as Medicaid, HAWK-I, social security, and community health clinics
3. Encourage appropriate use of health care

C. Provide for student health needs related to educational achievement:

1. Manage chronic and acute illnesses

2. Provide special health procedures and medication including delegation, training, and supervision of qualified designated school personnel
 3. Develop, implement, evaluate, and revise individual health plans (IHPs) for all students with special health needs according to mandates in the Individuals with Disabilities Education Act (IDEA), Rehabilitation Act (Section 504), and American with Disabilities Act (ADA)
 4. Provide urgent and emergency care for individual and group illness and injury
 5. Prevent and control communicable disease and monitor immunizations
 6. Promote optimal mental health
 7. Promote a safe school facility and a safe school environment
 8. Participate in and attend team meetings as a team member and health consultant
- D. Promote student health, well-being, and safety to foster healthy living:
1. Provide developmentally appropriate health education and health counseling for individuals and groups
 2. Encourage injury and disease prevention practices
 3. Promote personal and public health practices
 4. Provide health promotion and injury and disease prevention education
- E. Plan and develop the student health services program collaboratively with the superintendent, school nurse, and school health team:
1. Gather and interpret data to evaluate needs and performance
 2. Establish health advisory council and school health team
 3. Develop health procedures and guidelines
 4. Collaborate with staff, families, and community
 5. Maintain and update confidential student school health records
 6. Coordinate program with all school health components
 7. Coordinate with school improvement
 8. Evaluate and revise the health service program to meet changing needs
 9. Organize scheduling and direct health services staff
 10. Develop student health services annual status report
 11. Coordinate information and program delivery within the school and between school and major constituents
 12. Provide health services by qualified health professionals to effectively deliver services, including multiple levels of school health expertise such as registered nurses, physicians, and advanced registered nurse practitioners
 13. Provide for professional development for school health services staff

III. Expanded Health Services

These additional health services address learning barriers and the lack of access to health care. Examples include school-based services in the school, school-linked services connected to the school, primary care, mental health, substance abuse, and dental health.

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Agreement to Establish a Consortium to Jointly Administer an Instructional Program Located in space within the boundaries of the Glenwood Community School District

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter “members”), including the Glenwood Community School District (hereafter “host”), is to establish a jointly administered program for the enrollment of students from the host and members’ school districts, hereafter called the Southwest Iowa Apex Consortium (hereafter “SWIAC”), pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

Whereas, each member wishes to enroll one or more of its students in classes or programs that are offered and available at the SWIAC Consortium and that are not otherwise available at each member’s site, and

Whereas, the host is willing to jointly administer the programs and activities at the SWIAC Consortium with the members with the costs determined as stated in this Agreement, and

Whereas, Iowa Code section 28E.3 provides, in part, that the boards of directors of two or more school districts may by agreement jointly administer any power, privilege or authority each member school district is capable of exercising individually, and

Whereas, Iowa Code section 280.15, subsection 1, provides, in part, that the boards of directors of two or more school districts may by agreement jointly share services of school personnel, acquire and share classrooms, facilities, and equipment,

Therefore, the member school districts agree to establish a jointly administered instructional program in the form of a Consortium as authorized by Iowa Code under the following terms and conditions:

PURPOSE

Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students. Members agreeing to be part of this Consortium Agreement by sending students to the SWIAC Consortium will become members of the Consortium. This Agreement describes the arrangement for the provision of instructional services for the Consortium. This Agreement further describes certain terms and conditions to participate in SWIAC through a consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges, and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code.

A school district, which is not a member of the consortium, may contact the host district member of the Intake Committee for one of its students to be enrolled into the SWIAC Consortium; however, the fact that a school district submits a request to enroll one of its students does not guarantee that the student will be assigned to the consortium site. Upon receipt of a request to enroll a student from a non-member school district, the Intake Committee member will review the student's IEP and determine whether the student is eligible to enroll in the program and whether the program has capacity to admit the student into the program. If a student is eligible to enroll in the program and the program has capacity, the non-member district's request to enroll the student will be forwarded to the host district business office to arrange SWIAC membership for the non-member district. Should the district refrain from joining the consortium, the student will not be enrolled in the SWIAC Consortium program. Should the district agree to join the consortium, given the student's eligibility and program capacity, the district's request for enrollment will be reviewed by the SWIAC Intake Committee. Upon approval for enrollment by the Intake Committee, the student will be enrolled in the Consortium program at the earliest possible date. If the student is eligible to enroll in the program and the district agrees to join the SWIAC, but the program does not have capacity, the non-member school district will be notified by the host district Intake Committee member that it cannot enroll the student in the consortium program. At that time, the resident district remains responsible for locating an appropriate program for the student elsewhere.

PROGRAM DESCRIPTION

Apex serves students grades Pre-K (at least age 3 with an instructional individualized education plan (IEP) through 12 with significant (Level III) cognitive or behavioral needs, e.g., including but not limited to students with BD, SED, ASD, and other intellectual and developmental disabilities, and students with dual diagnoses who have exhausted special education services in the student's resident school district. The overwhelming majority (95%) of students served by Apex have a DSM-5 diagnosis. Apex serves students who have been assigned to the consortium site by their resident districts, which are members of the consortium, and such assignment has been recommended by the IEP team in the student's resident school district.

The Apex Program is based on sound, well-researched theoretical foundations (e.g., Social Learning Theory, Social Interactionist Perspective, Coercion Theory, Cognitive-Behavioral Theory, and Behavior Momentum Theory) and includes:

- A predictable environment with clear social, emotional, behavioral, and academic expectations
- Attention for students who meet those expectations
- Effective correction when students miss expectations
- A Response-to-Intervention approach utilizing research-supported interventions to address social, emotional, behavioral, and academic needs and a variety of assessments to assess intervention fidelity and outcomes

Children may be enrolled in the SWIAC Consortium after completing the intake process and receiving the approval for enrollment from the Intake Committee. The Intake Committee will be comprised of a representative from the host district, Apex, a member district, an AEA special

education consultant, and an AEA regional administrator. The Intake Committee will determine the enrollment status of any SWIAC Consortium student applicant referred to the Consortium and address any concerns about the student referral. Children excluded from enrollment in the SWIAC Consortium include children who (a) are not from a SWIAC Consortium member district, (b) are actively suicidal or homicidal and not under the care and supervision of a psychiatrist, and (c) have a medical or physical challenge that cannot be adequately addressed by Apex staff (as determined by the Intake Committee). Students attending Apex are transported to and from the program campus by the student's resident district or by a contracted arrangement made by the resident district. Pursuant to this Agreement, instructional services will be provided by Apex.

NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the program, there is hereby created the Southwest Iowa Apex Consortium (SWIAC; hereafter "Consortium"). This Consortium shall consist of the original member districts and host district, and shall include additional districts added from time to time, but said Consortium shall not be considered a separate legal entity for purpose of Iowa Code Chapter 28E.

"Host district" means the district of location.

"Member district" means each public school district whose board has agreed to participate in the Consortium program, including the host district.

"Administrators" mean the superintendents of each public school district whose board has agreed to participate in the Consortium program, including the host district.

"Fiscal agent" means the district that is established within the terms of this Agreement to provide the administrative business services, including student, staff, and financial accounting/management on behalf of the Consortium.

FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts. The host district agrees to enter into the Student Record Information System (SRI) students in classes offered through the SWIAC Consortium Program.

ADMINISTRATION

The SWIAC Consortium shall be governed and administered by the superintendents of each participating member school district (collectively, "the Administrators"). However, contracts

must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the Administrators.

The administrators of the district which are members of the Consortium shall have all powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium, to exercise any power common to the members, and to work with each other to manage this program. The Administrators shall also carry out the intent and purpose of this Agreement not inconsistent with law or this Agreement.

The powers and responsibilities of the Administrators shall include general administrative duties which may arise from time to time, including, but not limited to:

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the contracted instructional program from Apex.
- C. Assessing the educational needs and interests of the students within their respective district.
- D. Providing long-range planning for the Consortium.
- E. Discussing collective purchases for supplies, equipment, rental/leases, etc., on behalf of the Consortium.
- F. Meeting periodically, as needed, to discuss issues associated with the instructional program contracted from Apex and the Consortium.
- G. Other reasonable and necessary administrative duties.

Votes and approvals by the Administrators may be accomplished by a consensus, a vote at a meeting or by written affirmation by letter or e-mail. However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

JOINT MEETINGS

The Administrators shall meet at least twice each school year, or more often if necessary, to discuss items of mutual concern.

BOARD APPROVAL

Consortium membership shall be approved by the board of directors of each member district. Failure of a board of directors to approve the Consortium Agreement shall remove that school district from Consortium membership.

JURISDICTION

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their

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resident districts. The Consortium will contract with the service provider to administer required assessments and forward the results of the individual assessments to each resident district. The resident districts remain responsible for the achievement of resident students pursuant to the provisions of the No Child Left Behind Act. Permanent school records shall be maintained at the student's resident district.

The resident districts, through the Consortium, must be actively involved in monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, No Child Left Behind provisions, IDEA provisions, EDGAR provisions, OMB circular A-87 and A-133 provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at the Consortium, except as set out in this Agreement. Member district students may be subject to the same academic, disciplinary, and other additional requirements that apply to host district resident students. Member district students may also be subject to additional disciplinary action at their resident district. All disciplinary or other hearings, if any, will be conducted by the administration or board of directors hosting the program with the exception of hearings regarding suspension of more than ten (10) days and expulsions, which will be held by the resident district. The board of the resident district will work with the host district to determine an appropriate course of action to the extent of the Consortium program.

INDEPENDENCE RETAINED

It is expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member districts, it being specifically agreed that their relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a school district be liable for the debts and/or obligations of another school district.

It is further expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member district (or consortium) and the contracted service provider. In no event shall a school district or the consortium be liable for the debts and/or obligations of the contracted service provider. Likewise, in no event shall the contracted service provider be liable for the debts and/or obligations of a school district or the consortium.

NON-DELEGATION

Unless specifically provided in this Consortium Agreement, the Agreement shall not be construed as a delegation of the authority by the boards of directors of any member school districts or the powers or responsibilities conferred upon them by Iowa Code.

DISPUTE RESOLUTION AND ARBITRATION

In the event that the member districts are unable to agree to the interpretation or operation of this Agreement, the dispute shall be referred to a "Conflict Resolution Committee" made up of the president and vice-president of the board of directors of the host district and the chief administrator of the area education agency (AEA) in which the Consortium program is located. The Committee shall meet to discuss the dispute and make recommendations to the Administrators as to resolution of the dispute.

In the event that the dispute remains unresolved, the fiscal agent shall request that a mediator knowledgeable in Iowa school district matters be appointed by the chief administrator of the AEA in which the Consortium program is located to assist in a negotiated resolution to the dispute.

In the event that mediation does not resolve the dispute, it will be submitted to arbitration by a single neutral arbitrator who is knowledgeable in Iowa school district matters appointed by the chief administrator of the AEA in which the Consortium program is located.

SPECIAL EDUCATION

Each member district referring students to the Consortium, shall remain responsible for insuring the special education instructional and related services offered to its students at the Consortium provides a free and appropriate public education (FAPE) pursuant to federal and state law.

Each district is to maintain a file on each resident student attending the Consortium program. For special education students, this file should contain the student's current IEP and progress reports.

The resident district, working with the private provider and the fiscal agent district, is responsible for IEP development and review.

LIMITED ENGLISH PROFICIENT

If any student enrolled and served in the Consortium requires a limited English proficient [LEP] program, the resident district shall be billed for the cost of those services provided above the regular instructional program provided. This will be billed as an individualized cost and will be considered non-special education costs.

STAFFING

Instructional staff for the consortium will be contracted for and are the employees of the contracted service provider, unless this Agreement assigns member districts to provide specific staff positions for the Consortium. Staff providing special education services will be considered employed by the contracted service provider.

The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show exclusively devoted to the Consortium) to perform the duties of a principal or special education director. Only the employing member district has the power to terminate the employment of the principal/director; however, if a majority of administrators give notice seeking the removal of the principal/director from the Consortium program, the employing member district shall in good faith attempt to reassign or terminate the employment of the principal/director.

If the time records support that a specific portion of the time of the principal or special education director was exclusively devoted to special education at the consortium, the fiscal agent shall provide such records to each member district. The member districts may use this information to request approval of the School Budget Review Committee (SBRC) to treat this cost as a special education cost. Otherwise, without SBRC approval, the cost cannot be expended from special education funding.

TRANSPORTATION

Transportation of active member students to and from the Consortium site will be determined by the resident member district and will not be the responsibility of the host district. In addition, any additional supervision required for a member district student(s) while en route to and from the Consortium site will be the sole responsibility of the resident member district.

The host district agrees to allow vehicles from active member districts to cross its boundaries for purposes of providing such transportation.

PROPERTY

It is not contemplated that the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or sublease arrangements for a classroom to house the program, with approval of the member districts' boards, if that space is not owned or leased by an Iowa school district. Any allowable lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds but not General Fund. Classrooms must meet all legal requirements for classroom space. Any lease for space shall be limited to the space within the classroom used exclusively for the consortium and shall reflect the fair rental value (FRV) for the community in which the private facility is located.

Existing equipment, supplies, furniture, and textbooks of each member district may be used in the Consortium program. Such use will be determined by the Administrators based upon the appropriate need for the item. An inventory of exchanged items will be maintained.

Upon termination of this Consortium Agreement, identifiable exchanged items shall be returned to the district of original ownership. All items purchased separately by each member district during the term of this Agreement shall remain the property of that member district.

Each member district shall be responsible for its own buildings, non-instructional equipment and supplies, school buses, custodial and maintenance, utilities, insurance, and similar costs outside of the Consortium.

NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to refer students to the SWIAC Consortium through the IEP process, with the approval of the governing board of the resident district. Any non-member district that wishes to enroll a student in the consortium must first join the consortium prior to enrolling the student for in the program.

FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the Consortium Program. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billable costs will include staff salaries and benefits; employee travel; supplies and materials; contract services; and equipment related to special education services for enrolled student in the Consortium Program. Billing will be done monthly with itemized billing quarterly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the Administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement, if the billings were correctly calculated and appropriate, allowable costs pursuant to state guidance.

If statutory changes or additions, (i.e., state incentives for such sharing), mandate adjustments in the payments required pursuant to this Agreement, addenda shall be executed to bring the Agreement into compliance with statutory requirements.

The fiscal agent shall receive no more than one (1) percent of the regular program DCPD for each student (FTE) enrolled and served in the Consortium program. This is a regular education cost and cannot be charged to special education and includes covering incidental administrative costs such as clerical and business services, postage, and telephone.

The fiscal agent member district shall establish an operating budget for the Consortium program. The budget shall include all anticipated revenues and expenditures for instruction, instructional supervision, and operation and maintenance. If the revenues or cash flow are insufficient to meet the costs of the Consortium, the Administrators shall discuss adjustments to the revenues, expenditures or budget. The budget and any amendments to the budget shall be approved by a majority of the Administrators. Because the costs to districts must be based on actual resident students enrolled and served in the Consortium program, and students may move, drop out or join the program throughout the school year, the budget estimated to be paid by each member district may require adjustment throughout the year accordingly.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident

districts from a third party provider, including the purchased service provider. Each member shall promptly pay its amount at its next board meeting, but no later than thirty (30) days from receipt of the itemized bill. If any costs were estimated in the first three quarters, the final quarter's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement. "Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013, filing Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.

Each resident district shall be billed for and pay the actual costs of the educational program for each of its resident students pursuant to the IEP. "Actual costs" is a term referring to the excess costs of providing instruction for children requiring special education, above the costs of instruction of pupils in a regular curriculum. "Actual costs" should not be confused with the common meaning of actual as 'all costs incurred' which might include non-instructional costs or costs of instruction that are substantially similar to the costs of instruction in regular curriculum. To the extent that the costs are directly related to the provision of special education services pursuant to the IEPs, these costs are special education costs in the member districts. In the case of a Consortium, the general purpose percentage [GPP] would not be billed as a part of the actual costs, because the non-IEP costs are being allocated to member districts otherwise; billing for GPP would result in duplicated billing.

Specialized costs for identified limited English proficient (LEP) students above the costs of providing instruction for students in a regular curriculum, may be billed to each member district of such identified LEP students in the proportion that each member's student FTE enrolled in the Consortium program and using that specialized LEP instruction bears to the total of all members' student FTE enrolled and using that specialized LEP instruction. Costs must be exclusively for identified LEP students and must be related to LEP instruction above the regular curriculum. Such costs will be billed as an individualized cost and may be paid from the LEP weighted funding (280.4), from SBRC modified supplemental amount (257.31(5)"), or from general fund, general purpose funding.

In the case where a lease agreement is approved by the Administrators and their respective boards, and the facility being leased is not a school building owned or leased by a member district, the annual cost of the lease may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The lease would be paid from either PPEL or SAVE and is not a special education cost. No costs related to debt, facility use charges or new construction/remodeling may be charged. No lease or use of space cost is permitted if the building is owned or leased by a member school district. The lease agreement will cover only classroom space utilized exclusively by the consortium and shall be at the FRV for the community in which the classroom space is located. The FRV will include operation and maintenance costs.

If a lease agreement is not approved and the cost of insurance other than employee insurances for the host district is increased as a result of the Consortium Program (liability), the excess cost of liability insurance over the normal cost of liability in the host district, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The cost is a management fund cost.

Each resident district shall be billed for and pay costs related to the use of the host district's facilities for operation of the SWIAC consortium classroom if those costs exceed the costs the host district would have had if the consortium classroom was not in that district school building. The non-instructional costs may include maintenance (janitorial services, snow and ice removal, and lawn care) estimated at \$9,196.20, and utilities and services (gas, electricity, water, sewer, garbage disposal, and pest control) estimated at \$11,348.00. Costs shall exclude any costs of the Apex Program which are not exclusively related to offering the special education instructional program to the consortium. Because the consortium is located on district property, there shall be NO use charge, lease or rental charged to school districts. Operation and maintenance costs, if allowable, are General Fund costs and may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year.

Food service will be provided by the host district in the same way that food service is provided to other students attending public school within the district boundaries.

The cost of teachers and aides that are not included in actual costs of special education (salaries, FICA, IPERS, health insurances (but not such things as early retirement incentives, TSAs, worker compensation payments or premiums, unemployment)), may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

Professional development and teacher travel that is specific and unique to the students served in the Consortium Program, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. If the professional development/travel is special education professional development directly related to provision of IEP services, it may be charged to special education funding by the member districts; if not special education professional development directly related to provision of IEP services or is generic professional development even if to special education staff, it is a general fund, general purpose expenditure.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

The cost of purchased instructional services (whether from the AEA or from a private provider) that are not individualized costs or not appropriate to be included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

- Determine performance of the IEP requirements for each of its students.
- Report expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013 and any subsequent rules or Department guidance.
- Ensure that costs are itemized for the purpose of submitting Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.
- Ensure that the costs are limited to actual costs of special education as defined by Iowa Code, rules, or Department guidance.
- Ensure that each item is an item on the student's individual IEP so that re-billings are accurate.
- Ensure that items such as services of a nurse are identified and are linked only to students with services of a nurse included on the individual student's IEP.
- Ensure that each item is paid from the correct fund.
- Ensure that each item is paid from the correct funding stream (special education weighted funding, IDEA Part B or Part C, LEP, Title 1, general purpose funding, etc.).
- Ensure that any administrative costs are allowable and itemized for the purpose of requesting permission from the SBRC to pay those costs from special education weighted funding rather than general purpose funding.
- Ensure that costs that are not included within the definition of actual costs of special education instructional programs are separately identified so that they are not paid from any special education funding streams. For this purpose, at a minimum, this would require costs itemized to the function and object level that districts are required to enter on the CAR-COA. There cannot be a single special education cost when that cost includes non-instructional items or includes mixed programs, funds, functions or objects. Therefore, there would be separate purchased services (even if in the same Agreement) for such things as instruction, support services, administration.
- Ensure that no costs were paid from grants or other funding resources the private purchased service provider received or was entitled to receive for any cost to be paid by the district which was properly paid from, or should have been paid from, a different source. The IDEA provides that education agencies are payors of last resort.

- Ensure that any profit built in by a private for-profit service provider is reasonable. The district has a stewardship responsibility to look at those costs to evaluate the cost effectiveness of purchasing services versus providing the services directly as well as to have procedures in place to meet the coming requirements of the omni-circular related to procurement.
- Ensure that no costs are “per pupil rates.”
- Ensure that no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.
- Ensure that if GPP is part of the billing, that the GPP has been used to reduce the costs which are not defined by Code as special education instructional costs.

AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a unanimous vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically present. All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

DURATION

Subject to the rights of amendment, modification or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2019, and shall automatically renew every July 1 for one-year periods unless participation is terminated by a member by providing written notice to all other members on or before January 1 or terminated by mutual agreement of all of the member districts. This Agreement will be reviewed annually by the Administrators, beginning in January 2019.

TERMINATION

On termination of the Agreement, all assets owned by member districts shall be returned to the member district, and all Consortium assets remaining after payment of all liabilities shall be distributed to each member district, at fair value, on the basis of its total FTE of student enrollment on October 1 in the year of termination in proportion to the total student enrollment of all member districts on October 1. If assets are insufficient to pay all liabilities, members shall be assessed in such proportion. Also, upon termination of this Consortium Agreement, any remaining equipment, supplies, textbooks, and furniture purchased jointly on a prorated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided, if possible. If not possible, one district shall compensate the other districts for their prorated share of the depreciated value.

CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter “loss”) is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be

responsible for any payment of claims, damages or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend, and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which the other districts may incur by reason of the indemnifying party's negligence, breach of this Agreement or violation of law or right of a third party or that of the indemnifying party's officers, employees or agents.

APPLICATION OF LAWS, RULES, AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the Administrators to govern the operation of the program shall comply with the laws of the state of Iowa, with rules and regulations of the Iowa Department of Education, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All member districts shall refrain from any action which would violate any law, rule, policy or regulation of any governmental body or agency having jurisdiction over this Agreement.

All member districts agree to cooperate as needed to assure that all required services and responsibilities are provided by the members and that the educational programs and activities are operated in compliance with all applicable laws.

BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the member districts hereto and their successors and assigns.

EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this

Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having been passed by a majority roll call vote of each board.

For the Host and Fiscal Agent Member School District 1: Glenwood Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 2: Underwood Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 3: Sidney Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 4: Riverside Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

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Participating Member District 5: South Page Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 6: Fremont Mills Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 7: Exira EHK Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 8: Red Oak Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 9: Centerville Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

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Participating Member District 10: Council Bluffs Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 11: Shenandoah Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 12: East Mills Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 13: AHSTW Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 14: Griswold Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

224

Participating Member District 15: Hamburg Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 16: Essex Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 17: Vallisca Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 18: Harlan Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member District 19: Atlantic Community School District

Board President _____ Dated _____

Board Secretary _____ Dated _____

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2018 IASB Legislative Resolutions

STUDENT ACHIEVEMENT AND ACCOUNTABILITY

1. RESEARCH-BASED INITIATIVES

Supports implementation of initiatives in Iowa's Pre-K-12 education system that:

- Are research-based;
- Are focused on student achievement, and;
- Do not "re-purpose" existing education funds.

2. STANDARDS AND ACCOUNTABILITY

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the Iowa Core Content Standards which define what students should know and be able to do in math, science, English language arts, social studies, and 21st Century skills in areas such as financial and technological literacy.
- Adopt high-quality summative and formative assessments, aligned to the skills students should know and be able to do to succeed globally and locally.
- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers.
- Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.

IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

3. PRESCHOOL

Supports continued funding to ensure that all 4-year-olds have access to the Statewide Voluntary Preschool Program.

Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to increase the ability of districts to provide services such as full-day programming and transportation to ensure that all 4-year-olds have the ability to attend the Statewide Voluntary Preschool Program.

Districts should be given maximum flexibility to assign costs to the program.

4. EARLY LITERACY

Supports the continued development of and funding for research on best practices for improving proficiency in early literacy strategies.

Supports continued funding for professional development and classroom intervention strategies focused on implementing best practices for early literacy in grades PK-3.

2018 IASB Legislative Resolutions

Supports the continuation of programs currently funded by the early intervention block grant program with flexibility to use those funds for other K-3 literacy programs if approved by the school board.

Supports additional funding for programs designed to ensure that all students meet literacy expectations by the end of 3rd grade.

5. ENGLISH LEARNERS

Supports sufficient and on-time funding for English-learners (EL) until the students reach proficiency

6. DROPOUT/AT RISK

Supports the inclusion of dropout prevention and funding for at-risk students in the foundation formula and the inclusion of socio-economic status as a factor in determining a student's at-risk status. Opposes changes to the compulsory age of attendance unless sufficient funds are provided to implement strategies to retain those students.

7. MENTAL HEALTH

Supports increased statewide access to and funding for mental health services for children.

8. SPECIAL EDUCATION – STATE

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost including educational programming and health care costs.

9. SPECIAL EDUCATION – FEDERAL

Supports federal commitment to fund 40 percent of the cost of educating students receiving special education services, and requests that the federal government fulfill that commitment by increasing funding a minimum of 8 percent per year until the 40 percent figure is achieved.

10. AREA EDUCATION AGENCIES

Supports full funding of the area education agencies to provide essential services in a cost-effective manner to school districts including, but not limited to:

- special education;
- technology;
- professional development;
- curriculum assessment; and
- student assessment data analysis.

11. SCHOOL CALENDARS

Supports the authority of locally elected school boards to determine the school calendar to best meet student needs, including start dates, year round schools, and other innovations.

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2018 IASB Legislative Resolutions

EDUCATOR QUALITY

12. TEACHER LEADERSHIP AND DEVELOPMENT

Supports research-based programs and funding to develop strong instructional leadership including:

- teacher leadership and development
- beginning teacher mentoring programs
- quality professional development programs.

13. MARKET-COMPETITIVE WAGES

Supports providing school districts with incentives and the flexibility to pay market competitive wages for shortage area positions, especially in the areas required to meet graduation and Iowa content standards.

14. BENEFITS

Supports allowing school districts to voluntarily enroll their employees in the state's health, dental and life/long-term disability insurance pools.

15. ALTERNATIVE LICENSURE

Supports the adoption of alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area. IASB also supports the creation of reciprocity agreements with other states with high-quality education programs so as to increase diversity among our certified teachers and administrators.

16. STAFF REDUCTIONS

Supports giving school districts and AEAs the option to waive the termination requirements in Iowa Code Section 279.13 to reduce staff in response to reductions in funding or to comply with an arbitrator's award.

17. ARBITRATIONS

Supports a requirement that arbitrators, prior to the imposition of an award, must first consider local conditions, ability to pay, and local settlement history. After the arbitrator determines the school district, AEA or community college has the ability to pay, the arbitrator should then consider comparability based upon similar size and geographic region.

18. LABOR/EMPLOYMENT LAWS

Supports labor and employment laws that balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety.

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2018 IASB Legislative Resolutions

FISCAL RESPONSIBILITY AND STEWARDSHIP

19. SCHOOL FUNDING POLICY

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of property taxes and state aid

20. SUPPLEMENTAL STATE AID

Supports setting supplemental state aid:

- For FY 2019, by January 31, 2018;
- For FY 2020 and future budget years, at least 14 months prior to the certification of the school's district budgets; and
- at a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools

Supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

21. PROPERTY TAXES

Supports holding school districts harmless in property tax restructuring. Supports efforts to minimize property tax disparities created by the additional levy rate without compromising additional resources to school districts. Supports improved transparency and limits on the use of Tax Increment Financing (TIF) including the following requirements:

- To include all affected taxing bodies before creation of a TIF district;
- To limit the duration of all TIF districts

22. SPECIAL LEVY FUNDS

Supports flexibility in the use of special levy funds.

23. TAX BASE

Supports an independent, bi-annual cost-benefit analysis of all income, sales or property tax exemptions, credits or deductions. Creation of a new tax credit must undergo an independent cost benefit analysis. The legislature should have sole authority to make revisions to definitions that impact taxes, restrict future tax bases or provide additional tax breaks that decrease revenue to the state and either directly or indirectly impact tax revenue for schools.

24. FRANCHISE FEES

Opposes the imposition of franchise fees on school corporations unless the board of directors agrees to such a fee.

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2018 IASB Legislative Resolutions

25. CONSTITUTIONAL TAX LIMITATIONS

Opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.

26. UNFUNDED MANDATES

Opposes any new mandate that does not provide sufficient and sustainable funding for successful implementation.

SCHOOL INFRASTRUCTURE

27. SAVE (Secure an Advanced Vision for Education)

Supports repeal of the December 31, 2029 sunset on the statewide penny sales tax for school infrastructure.

Supports preserving the integrity of the statewide penny sales tax for school infrastructure including the tax equity provisions in the following manner:

- No diversions or expansions of allowable uses prior to the current 2029 sunset date;
- Continued growth in the per pupil amount beyond the 2029 sunset date.

28. BOND ISSUES

Supports allowing school bond issues to be passed by a simple majority vote.

Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness.

Supports legislation to clarify that revenue bonds do not count toward a 5 percent statutory debt limit.

GOVERNANCE

29. EXPANDING EDUCATIONAL OPPORTUNITIES

Supports providing the flexibility to expand educational opportunities and choices for students and families. Educational options must remain under the sole authority of locally elected school boards charged with representing community interests and accountability. IASB supports efforts including:

- Investment in magnet and innovation schools; expansion in flexible program offerings; and greater partnerships among schools and community organizations
- Establishment of charter schools;
- Establishment or use of on-line schools or classes.

Supports opportunities for continued collaboration between public and non-public schools; however, the association opposes the use of additional taxpayer funds for the creation of vouchers or educational savings accounts or an increase in tax credits or deductions directed toward non-public schools.

30. SHARING AND REORGANIZATION

Supports continuation of sufficient incentives and assistance to encourage sharing or reorganization between school districts including the establishment of regional schools

2018 IASB Legislative Resolutions

31. HOME SCHOOL ASSISTANCE PROGRAM

Supports having Home School Assistance Program students register with their public school attendance centers.

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2018 IASB Legislative Priorities

STANDARDS AND ACCOUNTABILITY

(RESOLUTION 2)

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the Iowa Core Content Standards which define what students should know and be able to do in math, science, English language arts, social studies, and 21st Century skills in areas such as financial and technological literacy.
- Adopt high-quality summative and formative assessments, aligned to the skills students should know and be able to do to succeed globally and locally.
- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers.
- Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.

IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

MENTAL HEALTH

(RESOLUTION 7)

Supports increased statewide access to and funding for mental health services for children.

SPECIAL EDUCATION – STATE

(RESOLUTION 8)

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost including educational programming and health care costs.

SCHOOL FUNDING POLICY

(RESOLUTION 19)

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;

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2018 IASB Legislative Priorities

- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of property taxes and state aid.

SUPPLEMENTAL STATE AID

(RESOLUTION 20)

Supports setting supplemental state aid:

- For FY 2019, by January 31, 2018;
- For FY 2020 and future budget years, at least 14 months prior to the certification of the school's district budgets; and
- At a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools

Supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

SAVE (SECURE AN ADVANCED VISION FOR EDUCATION)

(RESOLUTION 27)

Supports repeal of the December 31, 2029 sunset on the statewide penny sales tax for school infrastructure.

Supports preserving the integrity of the statewide penny sales tax for school infrastructure including the tax equity provisions in the following manner:

- No diversions or expansions of allowable uses prior to the current 2029 sunset date;
- Continued growth in the per pupil amount beyond the 2029 sunset date.

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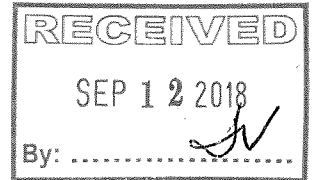
Red Oak Community School District
Staff Selection Recommendation

Date: 9/11/18

Building: Admin HS MS WIS IPS ECC Trans
(Please Circle All That Apply)

Position: HS Boys Asst. Basketball Coach

Name: Weston Rolenc



Certified:

Lane:

Step:

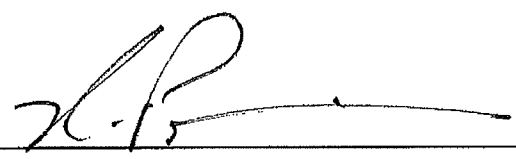
Salary: 10% OF BASE SALARY

Classified:

Hourly Rate:

Hours Per Day:

Comments:



Principal/Director

Please send form to Superintendent for Board Approval

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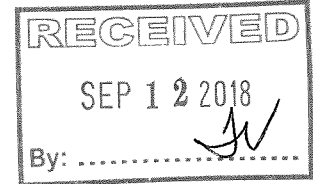
Red Oak Community School District
Staff Selection Recommendation

Date: 9/11/18

Building: Admin HS MS WIS IPS ECC Trans
(Please Circle All That Apply)

Position: Para Educator

Name: SHAUNA BERENDES



Certified:

Lane:

Step:

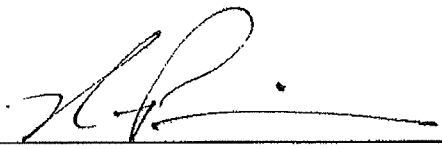
Salary:

Classified:

Hourly Rate:

Hours Per Day:

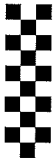
Comments:



Principal/Director

Please send form to Superintendent for Board Approval

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**Red Oak Community School District
Staff Selection Recommendation**

Date: 9/20/18

Building: Admin HS MS WIS IPS ~~EGC~~ Trans
(Please Circle All That Apply)

Position: PK Para

Name: Heather Johnson

Certified:
Lane: _____
Step: _____
Salary: _____

Classified:
Hourly Rate: \$9.60/hr
Hours Per Day: 7.5 hours

J. Allenworth
Principal/Director

Please send form to Superintendent for Board Approval

Ag
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Office Use Only
Background Check: _____