

**IOWA DEPARTMENT
OF EDUCATION
(Cite as 22 D.o.E. App. Dec. 308)**

In re Jeremy Johnson

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| Jeremy Johnson, Appellant, | : | |
| | : | PROPOSED DECISION |
| vs. | : | |
| | : | [Admin. Doc. 4578] |
| BCLUW Community School District, Appellee. | : | |

The above-captioned matter was heard telephonically on June 25, 2004, before designated administrative law judge Carol J. Greta. The Appellant, Jeremy Johnson, was present, as was his mother and designated representative, Janet Johnson. The Johnsons were not represented by legal counsel. The Appellee, the BCLUW Community School District, was represented by legal counsel, Michael A. Smith of Craig & Smith, of Eldora, Iowa. Also appearing on behalf of the Appellee were Superintendent Michael Ashton, Secondary Principal Joseph Kramer, and Board President Shane Tiernan.

An evidentiary hearing was held pursuant to agency rules found at 281 Iowa Administrative Code 6. Authority and jurisdiction for the appeal are found in Iowa Code § 290.1. The administrative law judge finds that she and the State Board of Education have jurisdiction over the parties and subject matter of the appeal before them.

Jeremy seeks reversal of the decision of the local Board of Directors of the District made between May 17 and May 24, 2004,¹ to uphold the administration's decision not to expunge an economics course from his transcript. His mother filed a timely appeal to this agency. Prior to the hearing before this Board it was ascertained that Jeremy is 18 years of age, and therefore, the proper party Appellant. Without objection from the District or Mrs. Johnson, Jeremy was substituted for Janet Johnson as the Appellant herein.

¹ The minutes of the Board meeting of May 17, 2004, do not reflect that any decision was made while the Board was in regular meeting. A letter to Mrs. Johnson from Board President Shane Tiernan dated May 24, 2004, states that President Tiernan drew a "consensus from the board" and that the "decision of the board is to support" the District administrators' decision to require Jeremy to take another class in addition to Basic Woods class.

I. FINDINGS OF FACT

Jeremy graduated from BCLUW in May of 2004. He has been accepted at the Des Moines Area Community College to continue his education at the postsecondary level, and intends to enroll at one of the DMACC campuses. This disputes centers around Jeremy's class schedule for his final semester of high school. It is pertinent to note the facts leading up to Jeremy's final semester, as well as the underlying District policy.

Board policy for BCLUW, as shown on page 8 of the student handbook, states that each student "is required to be scheduled for a minimum of six classes each week plus P.E." When planning their schedules, the handbook cautions students to consider "courses already taken," as well as their "[p]lans for the future, needs and interests." A minimum of 48 credits must be earned for graduation. Principal Kramer explained that seniors are not exempt from the "six-classes-plus-P.E." requirement, regardless of the number of total credits earned entering their final semester. He stated that the District's philosophy is to encourage students to take rigorous academic courses so that they will be prepared for success as they pursue post-secondary options.

As a sophomore, Jeremy took Building Construction, a vocational education course. Mr. Kramer testified that a course called Basic Woods is the introductory prerequisite to Building Construction, and that Basic Woods is considered a freshman level course. Jeremy did not take Basic Woods as a freshman, and declined to do so as a sophomore. According to Mr. Kramer, Jeremy did not take the class as a sophomore because he did not want to be in class with freshmen. Because Jeremy was able to show, to the satisfaction of his instructor in Building Construction, that he was safely proficient with power tools, he was allowed to take Building Construction without having taken Basic Woods.

The next year, his junior year, Jeremy took Advanced Building Construction, receiving a "B" as a grade for the course. Advanced Building Construction is a one-year course. But because Jeremy was gifted in the class, he was allowed to take that same course his senior year with the understanding that he would provide guidance to younger students taking the course.

In December of 2003, Mr. Kramer reviewed all prospective second semester schedules of the senior class. This was done each year by him to ensure that all students were on track to graduate, and those planning to attend a college or university were taking courses with sufficient academic rigor to prepare them for success in post-secondary education.

Mr. Kramer noted that Jeremy had listed Basic Woods as one of his six required credits, exclusive of Physical Education, on his schedule for his final semester. He also noted that Jeremy had listed an English course that was not of college preparatory

caliber. Prior to the District's "Christmas break" Mr. Kramer met with Jeremy to discuss his schedule for the upcoming semester.

Jeremy agreed to substitute a college preparatory English course for his original choice. However, the two of them were at an impasse regarding Basic Woods. They reached a compromise, albeit one that Jeremy feels was "forced" upon him by the District. Jeremy was allowed to take Basic Woods as one of his six non-P.E. credits if he added an additional course to his schedule. The parties agree that the available choices for the extra class were Band, Chorus, Economics, or a Post-Secondary Enrollment Options (PSEO) course.² The class times for Band and Chorus conflicted with Jeremy's schedule, eliminating those as options. Jeremy refused to consider a PSEO course, telling his principal that he had "earned the right to have an easy senior year." This left Economics as the course used to complete Jeremy's final semester schedule.

Jeremy's transcript for his final semester shows that he earned an A in physical education and Bs in all other courses with the exception of Economics, which he failed. Jeremy gave no explanation for the grade of F. He did not dispute statements that he put no effort into the course. He now asks that we order it expunged from his transcript.

II. CONCLUSIONS OF LAW

We first consider the District's argument that Jeremy waited too long to complain. If we agree with the District, we have no need to reach the merits of Jeremy's appeal. However, as explained below, we reject the District's claim that Jeremy's complaint is untimely.

The District allows students to refine their schedules (add courses, drop courses, etc.) within the first two weeks of each semester. However, as Mr. Kramer explained, a student may not initially sign up for the required "six-plus-P.E." courses and then drop below that number. That is, if dropping a course (such as Economics) would take a student below the required number of credits, the student must add another course.

The terms of the compromise reached between Jeremy and the District required him to take "seven-plus-P.E." If Jeremy wanted to take Basic Woods, he had to take Economics or substitute another course. His schedule would only allow Jeremy to take a PSEO course if he did not take Economics, and Jeremy rejected that option. His only recourse, therefore, is to argue that the course be expunged from his transcript. The basic question posed by Jeremy – whether he should have been allowed to take Basic

² Iowa Code chapter 261C is Iowa's Post-Secondary Enrollment Options Act. In general, the Act provides that a school district will pay the tuition for a junior or senior to take and pass a college course for which the student receives both secondary and post-secondary credit. The course must supplement and not supplant any course offered by the district.

Woods his senior year without being required to take an additional class – is a valid question. The merits should be reached.

Jeremy first points out that the District does not have a written policy that states that a student may not take sequential courses out of their intended order. This argument fails in part because school boards are not required to write their student policies “with the precision of a criminal code.” *In re Justin Anderson, et al.*, 14 D.o.E. App. Dec. 294, 299 (1997), quoting favorably *Fowler v. Bd. of Educ.*, 819 F.2d 657, 664 (6th Cir. 1987). It is sufficient that the student handbook put students on notice to consider “courses already taken” when planning their class schedules. This language put students and parents on notice generally of what is required for scheduling courses.

The other reason that Jeremy cannot prevail on this argument is that the District is not compelled by law to reduce to writing in its policies rules to cover that which is commonly understood. Districts are required to offer certain courses, including those in vocational education, in sequence. This Board has adopted rules that school districts must follow to remain accredited by the Department of Education. These rules appear in chapter 12 of this agency’s rules in the Iowa Administrative Code (IAC). One of those rules, 281—IAC 12.5(5)(i) states that vocational education courses shall be a “minimum of three sequential units.” Mr. Kramer testified that Basic Woods, Building Construction, and Advanced Building Construction, in that order, comprise the building trades service area strand offered by the District to partially fulfill its vocational education offerings. The sequential order of such courses is both common sensical and understood by students without question. Here, we conclude that a student of Jeremy’s abilities in the building trades knew without serious doubt that Basic Woods was the introductory course in that vocational area.

Jeremy’s second argument is that because he was allowed to take Building Construction without taking Basic Woods as the prerequisite course, he should have been given credit for Basic Woods without taking that course his senior year. Jeremy cannot prevail on this argument either.

Another of our accreditation rules, 281—IAC 12.5(14), prohibits school districts from giving students credit for courses not actually taken by them. There is a minimum number of minutes for which courses must be taught to count as “units” under our rules. This is often referred to by educators as a “seat time” requirement. As an incoming college freshman, Jeremy may find that DMACC allows him to test out of certain courses just by proving proficiency in them. Elementary and secondary schools do not have that option, and thus, cannot pass along a “testing out for credit” option to their students.

True, Jeremy was permitted as a sophomore to take Building Construction without taking the prerequisite course of Basic Woods. As explained above, the District could not give him credit at that point for Basic Woods. But this did not disadvantage

Jeremy. To the contrary, he realized a very tangible benefit from the District's action. By not having to take Basic Woods, Jeremy's schedule was freed up so that he could have taken a college preparatory course or an elective that sparked his interest. Of course, Jeremy did not have to take advantage of that benefit. By the same token, the District should not be expected to step away from its obligation to Jeremy to provide him with a high-quality education, and to push him to challenge himself academically.

The Iowa Legislature has directed that the State Board, in regard to appeals to this body, make decisions that are "just and equitable." Iowa Code § 290.3. The administrative rules adopted by the State Board for appeals before it also state that the "decision shall be based on the laws of the United States, the state of Iowa and the regulations and policies of the department of education and shall be in the best interest of education." 281—IAC 6.17(2). Therefore, the standard of review as first articulated in *In re Jesse Bachman*, 13 D.o.E. App. Dec. 363 (1996), requires that a local board decision not be overturned by the State Board unless the local decision is "unreasonable and contrary to the best interest of education." *Id.* at 369.

The decision of the BCLUW Board was both reasonable and consistent with the best interest of education. While we would have preferred that the District not allow Jeremy to take Basic Woods in his senior year, we understand the compromise the District reached with Jeremy. And having decided to allow Jeremy to take Basic Woods in his final semester, it would have been a very real disservice to Jeremy to not require that he add another course to his schedule.

Principal Kramer aptly summarized the bottom line of this case as Jeremy's desire to pursue the path of least resistance versus the District's obligation to steer him toward the path that would better serve his long-term interests. To that end, the District acted properly.

III. DECISION

For the foregoing reasons, it is recommended that the decision of the Board of Directors of the BCLUW Community School District upholding the administration's decision not to expunge Economics from the transcript of Jeremy Johnson be **AFFIRMED**. There are no costs of this appeal to be assigned.

Date

It is so ordered.

Carol J. Greta, J.D.
Administrative Law Judge

Date

Gene E. Vincent, President
State Board of Education