

**CONTRACT FOR 4+ TRANSITIONAL SERVICES
at Kirkwood Community College
Cedar Rapids, Iowa**

This contract between Linn-Mar Community School District and Kirkwood Community College, is to contract for the provision of secondary special education 4+ transition services for students pursuant to his/her Individualized Education Program (IEP) developed by the IEP team of the district. The students covered under this Agreement are listed in Attachment A, which is incorporated herin by reference and may be updated by mutual written agreement of the parties. References throughout this Agreement to “Student” or “Students” shall mean the individual students identified in Attachment A

GRANT WOOD AEA is required by Iowa Code to provide special education support services, media and instructional services to enrolled students within its boundaries without charge.

Linn-Mar Community School District and Kirkwood Community College agree to the following terms and conditions:

PARTIES

The Participating Parties to this contract are as follows:

- A. The Linn-Mar Community School District (“District”) is located in the County of Linn, State of Iowa, with its principal office at 3556 Winslow Rd. Marion, IA 52302.
- B. The Kirkwood Community College (“College”) is located in the County of LINN, State of Iowa, with its principal office at 6301 Kirkwood Blvd SW, Cedar Rapids, IA 52404.

PURPOSE

This document describes the contractual arrangement between the District and the College for the provision of secondary level special education 4+ transition services for a resident student who needs services beyond what can be offered at the local district level for the student to receive a Free Appropriate Public Education (FAPE).

The intent of 4+ transition services is to provide IEP services on an individualized basis, as needed, for as long as the services are needed, as long as the student remains eligible for services and if such a placement is appropriate according to a student's IEP team. The Individuals with Disabilities Education Act (IDEA) mandates that the resident district still holds responsibility and accountability for appropriateness of services and educational progress for each student. IDEA also mandates that IEPs must remain individualized. All weighting decisions will be made based on the student's needs as listed in the IEP and will be made by the Area Education Agency (AEA). The District remains accountable and responsible for appropriateness of services for, and educational progress of, the student. It is not appropriate to change a student's weighting based on anticipated costs. Weighting shall only change based on student needs related to the student's disability as listed on the IEP.

JURISDICTION

The District student placed in the College 4+ services shall be allowed to participate in student activities and will be subject to the eligibility rules of the District. District students placed in the College 4+ services continue to be enrolled in the District and are subject to the testing requirements, graduation requirements, and disciplinary procedures of the district, as appropriate or determined necessary. Appropriately licensed teachers provided by the College through a contract with Grant Wood Area Education Agency will administer required assessments and will forward the results of the individual assessments to the District. The District remains responsible for the

achievement of its resident students. Permanent school records shall be maintained at the District. The District shall be actively involved in evaluation of its students and monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, IDEA provisions, FERPA provisions, teacher licensure, curriculum development, and core curriculum implementation.

Students shall be under the jurisdiction and general supervision of, and be the responsibility of, the District while placed in the College 4+ services, except as set out in this contract, and shall be subject to the same academic, disciplinary, and other additional requirements that apply to the District resident students with IEPs. All disciplinary or other hearings, if any, will be conducted by the District administration or board of education, or the College administration or board, as appropriate.

GENERAL PROVISIONS

The College will provide transition services and other related services for individual eligible students as listed on the student's IEP and necessary to provide FAPE through a contract with Grant Wood Area Education Agency. A course, if any, must be incidental to the transition services being provided-not the service itself. Any course required for a special education service to be funded with special education funding must be specially designed instruction or a transition service as described in the student's IEP.

4+ services shall not be a scholarship. Students with IEPs are first general education students and might not need special education services for the entire day. Students with IEPs are entitled to services in the least restrictive environment.

If community college policy allows, and it does not interfere with FAPE special education 4+ transition services, the student is not prevented by this contract from privately enrolling in postsecondary courses. Any modifications or accommodations during those courses would be under the Americans with Disabilities Act (ADA) and section 504 rather than IDEA. From the Dear Parent Letter 2007 issued by the Office for Civil Rights (OCR), "Institutions of postsecondary education must provide appropriate academic adjustments based on students' disabilities and individual needs when necessary to avoid discrimination. In providing an academic adjustment, the postsecondary institution does not have to eliminate or lower essential requirements or make modifications that would result in a fundamental alteration of the program or activities being offered or impose an undue burden on the institution."

Institutions of postsecondary education may not require students with disabilities to pay part or all of the costs of academic adjustments. Postsecondary institutions may not condition their provision of academic adjustments on the availability of funds, refuse to spend more than a certain amount to provide academic adjustments, or refuse to provide academic adjustments because they believe other providers of such services exist."

The College 4+ services provided through a contract with Grant Wood Area Education Agency are purchased services and not a program of the District. As a purchased service provider, the College shall not be paid prior to services being rendered or materials received. Reimbursement for 4+ services expenses will be made on a cost basis upon request for payment after services are delivered.

COMMUNICATION PROCESSES AND PROCEDURES

Ongoing communication between the College 4+ services director and the District designee is necessary. Procedures for serving students with the College 4+ services are described and agreed upon in this contract. Changes to these procedures by either party must be approved in writing by the District prior to implementation.

The District is responsible for the content of the IEP, monitoring the student's goal progress, and ensuring appropriate implementation of specially designed instruction (SDI), supports and services.

The College 4+ services will be responsible for providing transition services instruction, including specially designed instruction according to the student's IEP through a contract with Grant Wood Area Education Agency. Any special designed secondary instruction must also be according to the student's IEP and with a focus on achieving Iowa Core Standards.

The College 4+ services through a contract with Grant Wood Area Education Agency will be responsible for collecting and recording progress monitoring data as described in the student's IEP. Regular communication regarding student goal(s) and general academic progress will take place between the College 4+ services provided through a contract with Grant Wood Area Education Agency and the District quarterly, at a minimum; more often, if necessary.

DETERMINING APPROPRIATENESS OF PLACEMENT FOR KIRKWOOD COMMUNITY COLLEGE 4+ SERVICES

The District IEP team will use the knowledge of the student's present levels of academic achievement, current level of performance and intake criteria for the College 4+ services provided through a contract with Grant Wood Area Education Agency to determine the appropriateness of placement into the 4+ services, based upon whether participation in these services, or parts of these services, are necessary for the student to receive FAPE. Membership of the IEP team will include the College 4+ services teacher or representative.

PROCEDURES FOR REVIEW OF PROGRESS AND CONTINUING SERVICES

The College 4+ services teacher provided through a contract with Grant Wood Area Education Agency will be responsible for collecting and recording progress monitoring data into the Web IEP system as required by IDEA (minimum of every other week progress monitoring or more frequently as specified in the IEP) and other relevant information and providing regular (at least quarterly) reports to the District. Progress monitoring and decision-making is carried out on an ongoing basis. At the end of each progress reporting period, the student's progress on the IEP goals and the status of special education services, activities, and supports should be reviewed and reported to parents and students who have reached the age of majority. The student will continue to work on unmet goals remaining on his/her IEP.

The student will be considered as "finished" with the College 4+ services provided through a contract with Grant Wood Area Education Agency through an IEP team decision based on IEP goals or aged out of Special Education services. The student may then be eligible to receive his/her high school diploma. The IEP should not say, and the transition plan should not be, to assist the student to obtain a postsecondary degree or certificate.

PURCHASED SERVICES

Within forty five (45) days after the end of each semester, the College will provide to the District appropriate education transition services costs associated with placement of the student in the College 4+ services. There shall be no per pupil or per diem billing amounts.

Billings from the College, as a purchased service, must be "itemized" in sufficient detail so that the District can meet its legally-required 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 of public education funds.
- Ensure 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.

Ensure the costs are limited to actual costs of special education as defined by Iowa Code. Ensure each item is an item on the student's IEP.

- Ensure 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 each item is paid from the correct fund.
- Ensure each item is paid from the correct funding stream (special education weighted funding, IDEA Part B, LEP, Title 1, general purpose funding).
- Ensure any administrative costs are allowable and itemized for the purpose of requesting permission from the School Budget Review Committee (SBRC) to pay those costs from special education weighted funding rather than general purpose funding.
- Ensure no costs were paid from grants or other funding resources the College received or was entitled to receive to address the potential for any cost to be paid by the District which was properly paid from a different source. The IDEA provides that education agencies are payers of last resort.
- Ensure costs are reasonable. The district has a stewardship responsibility to evaluate the cost effectiveness of purchasing services versus providing the services directly, as well as to have procedures in place to meet the requirements of the Office of Management and Budget (OMB) Omni-Circular related to procurement.
- Ensure no costs are "per pupil or per diem rates."
- Ensure no costs are related to purchasing spaces or other phantom student models.

In addition to the actual costs of special education as defined in this contract, the following costs, where appropriate, may be billed and paid from the appropriate funding source if itemized and clearly identified: Professional development and teacher travel that is specific and unique to the District students placed for the College 4+ services.

The cost of supplies and equipment that are not included in actual costs of special education but are directly utilized by the District students placed for the College 4+ services and are exclusively used for the College 4+ services provided through a contract with Grant Wood Area Education Agency.

The cost of supervision of teachers by an appropriately licensed special education administrator, if time records are maintained and the time records support a specific portion of the time of the special education director was exclusively devoted to special education, and the portion which was not, and exclusively devoted to the College 4+ services provided through a contract with Grant Wood Area Education Agency. These costs are paid from the appropriate sources when administrative costs are not approved by the School Budget Review Committee (SBRC) to be paid from special education funding.

The cost of purchased treatment services (whether from the AEA or from a private provider licensed to provide that treatment) where that treatment is incidental to the 4+ transition services and will enhance the special education student's ability to benefit from the 4+ transition services.

The costs of services or staff available to all College students, such as registrar, counselor, administration, clerical, and similar general staff, cannot be billed to the District nor to the students.

Support services for special education, media, and instructional services are responsibilities of the AEA, and shall be provided at no cost to the districts.

4+ TRANSITION SERVICES OPERATION

The College agrees as follows:

- A. The College will provide a facility for the 4+ services that meet the state and federal requirements for a school site.
- B. The College will provide appropriate instructional textbooks, materials, supplies, required assessment costs and equipment for student instruction. Costs to provide FAPE will be paid by the District. There must, however, be a direct connection between the IEP and the costs. Supplies paid for by the District are the property of the District. The District may sell them at cost to the student if the student wants to purchase them or if the district policy is to sell such items to all students. If general supplies are the responsibility of every student, they remain the general responsibility for these students the same as non-disabled students. Education Department General Administrative Regulations (EDGAR) and Iowa Code section 297.22 must be followed on disposition of equipment. If the student/parents decide to purchase the items instead of the district to that they can retain ownership of the items; it should be documented in the IEP that the district offered to pay, and the parents made the choice to privately purchase instead.
- C. The College, through a contract with Grant Wood Area Education Agency, will provide qualified staff, including teachers licensed by the Iowa Board of Educational Examiners (BOEE), to provide secondary student instruction and related services. The College, through a contract with Grant Wood Area Education Agency, will provide documentation to the School District, no later than the first day of the school year, or for newly hired staff within five (5) days of the beginning of employment, copies of all licensure and endorsement of each instructor (regular and substitute) employed by the College for the 4+ services.
- D. The College shall provide special education and related services to students placed for 4+ services, pursuant to the terms of the students' IEPs through a contract with Grant Wood Area Education Agency.
- E. The College through a contract with Grant Wood Area Education Agency shall submit all requested reports to the District to utilize or to submit to the Iowa Department of Education (Department) or SBRC for services, costs, or other data associated placement of a District student for 4+ services.
- F. The College will not place on a waiting list the student for whom this contract is written.
- G. If the College through a contract with Grant Wood Area Education Agency is unable to provide or continue to provide a service listed on the IEP of the student, the College shall notify the District at least one month prior to discontinuing that service. It shall be the responsibility of the District to determine through its IEP team if the service is still necessary, and if so, to obtain an alternative provider for that service.
- H. The school calendar shall be that of the College.
- I. The College through a contract with Grant Wood Area Education Agency shall maintain daily attendance records on students placed for 4+ services and submit those records to the District within 15 days of the end of each semester (and summer session if extended school year (ESY) services are listed on the IEP).
- J. The District is responsible for transporting the student to the College 4+ services where the District placed the student if the student qualifies for transportation (either based on distance or special transportation on an IEP). The method of transportation shall be determined by the District.

PROPERTY

Existing equipment or assistive technology of the District for this student may be used in the College 4+ services. Such use will be determined by the district in consultation with the College based upon the appropriate need for the item. An inventory of exchanged items will be maintained. Upon termination of this contract, identifiable exchanged items shall be returned to the District. All items purchased by the College for the 4+ services billed to the District during the term of this contract shall be the property of the District. However, items purchased by the College for the 4+ services not billed to the District during the term of this contract shall remain property of the

College.

AMENDMENTS

The provisions of this Contract may be added to, amended or modified by the District and the College as approved by their respective boards. Votes must be cast at a duly called meeting by all board members physically present.

DISPUTE RESOLUTION AND ARBITRATION

In the event that the District and the College 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 District and of the College. 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 District and the College shall request that a mediator knowledgeable in Iowa school district matters be appointed by the chief administrator of GRANT WOOD AEA 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 Grant Wood AEA.

DURATION AND TERMINATION

Subject to the rights of amendment, modification or termination, this contract shall be in full force and in effect from the date of execution until transitional services have been completed for this student unless participation is terminated by the College or the District by providing written notice to the other at least one month prior to termination or terminated by mutual agreement.

CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter "loss") is made by or on behalf of a student, the party transporting or supervising the student at the time of the loss the District or the College shall be responsible for any payment of claims, damages, or judgments arising out of the loss, and that transporting entity shall indemnify, defend and hold harmless the non-transporting or non-supervising party. The District and the College agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Contract.

Otherwise, to the extent permitted by law, the School district and the College shall protect, defend, hold harmless, and indemnify the other party from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which 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 contract and all policies, rules, and regulations adopted by the parties to govern the operation of the 4+ services shall comply with the laws of the state of Iowa, with rules and regulations of the Department, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void; however, the remainder of the Agreement shall be binding.

The District and the College shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this contract.

The District and the College agree to cooperate as needed to assure that all required services and responsibilities are provided by the District and the College and that the 4+ services, including any educational components and activities, are operated in compliance with all applicable laws.

BINDING EFFECT

This contract shall be binding upon and insure to the benefit of the District and the College hereto and their successors and assignees.

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 be 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 the agreement or obligation of the members, to the full extent permitted by law.

In commemoration of this Contract, the presidents of the District and the College sign this contract on the dates set below, the contract having been passed by a majority roll call vote of each governing board. This contract shall become effective upon approval and execution by the District and the College.

District

Board President: _____ Date: _____

Board Secretary: _____ Date: _____

College

Board President: _____ Date: _____

Board Secretary: _____ Date: _____

ATTACHMENT A

PARTICIPATING STUDENTS

Agreement Between Kirkwood Community College and Linn-Mar Community School District.

Academic Year: 2026

The students listed below are authorized by the District to participate in the 4+ Transition Services program under this Agreement.

Student Name/s: For student confidentiality, student names are not provided for the exhibit

This Attachment A is maintained by the District and may be updated periodically during the term of the Agreement in accordance with the Participating Students section of the Agreement.