

**Special Education Cooperative Agreement
For IEP-Placed Students at Lighthouse Academy**

Lighthouse Academy (“Lighthouse”) is a strict discipline academy, organized and operating pursuant to Michigan Revised School Code (“Code”) sections 1311b to 1311m, MCL 380.1311b-1311m. As a strict discipline academy, Lighthouse may enroll students placed in its programs by a court or the department of health and human services or a county juvenile agency under the direction of a court; students who have been expelled; students who have been suspended for more than 10 school days; students who are placed in high-security or medium-security juvenile facilities, mental health facilities, or child caring institutions; students who are unaccompanied or resettled minors in the care of the department of health and human services; and special education students who are placed in the strict discipline academy by an individualized education program (IEP) team. This Agreement governs the relationship between Lighthouse, the Kent Intermediate School District (“Kent ISD”), and all local school districts and public school academies located within Kent ISD (each a “Placing District” and collectively “the Placing Districts”) for those students who are placed in Lighthouse by an IEP Team. The parties agree as follows.

1. *Introduction.*

- A. Code sections 11a(4), 504a(d), 525(d), 557(d), 601a(2), 1228, and 1311h(d) authorize general powers school districts, public school academies, schools of excellence (including cyber schools), urban high school academies, strict discipline academies, and intermediate school districts, to enter into agreements as necessary to perform their respective functions;
- B. Code section 1311g(4) authorizes a strict discipline academy to enroll students with disabilities eligible for services under the Individuals with Disabilities Education Act (“IDEA”) when placement is recommended by the student’s IEP team;
- C. Code Section 1751 authorizes local school districts and public school academies (which include urban high school academies, schools of excellence, and strict discipline academies) to fulfill their respective obligations to provide a free appropriate public education (“FAPE”), including special education programs and services to children with disabilities for whom they are legally responsible to provide such programs and services by operating the education program or service or contracting with other authorized entities, including other school districts and public school academies;
- D. Lighthouse provides for students with disabilities enrolled or placed in its schools those special education programs and related services identified in the Kent Intermediate School District Plan for the Delivery of Special Education Programs and Services (the “ISD Plan”); and
- E. The parties believe it is in their mutual best interests to enter into an agreement pursuant to Code section 1751 to define their respective roles and responsibilities when a Placing District’s IDEA-eligible students are recommended for placement in Lighthouse Academy by their IEP teams.

2. *Placement Process.*

- A. A Placing District may consider placing a student in Lighthouse if the Placing District believes that, due to the student's unique needs and in light of the special education programs and services Lighthouse provides as described in the ISD Plan, placement in Lighthouse would provide the student a FAPE in the least restrictive environment as required by the IDEA, the Michigan Mandatory Special Education Act ("MMSEA"), and the Michigan Administrative Rules for Special Education ("MARSE"). In that event, the Placing District will provide relevant student records and other information about the student to Lighthouse, consistent with the terms of this Agreement (specifically including paragraph 7.B, Student Records) and state and federal law, to determine if Lighthouse would accept the student for placement if determined appropriate by the IEP Team. Lighthouse will review the information and respond to the Placing District within ten school days. If circumstances warrant an expedited review, Lighthouse will make a good faith effort to complete the review as quickly as reasonably possible.
- B. If Lighthouse agrees to accept the Student for placement if determined appropriate by the IEP team, the Placing District will convene an IEP team meeting for the student. The Placing District will invite Lighthouse to the IEP team meeting and will provide Lighthouse no less than ten school days' advance notice of the meeting. The IEP Team will consider a placement in Lighthouse as part of the continuum of potential placements for the student. The IEP Team will make the ultimate decision about whether the student will be placed at Lighthouse. Notwithstanding notice required under this paragraph, if circumstances warrant an expedited IEP team meeting, the parties will coordinate in good faith to hold the IEP team meeting as quickly as possible.
- C. If the IEP team determines to place the student at Lighthouse, the IEP team will develop an IEP for the student that includes annual goals and objectives, a transition plan (as applicable), supplementary aids and services, and related services to be implemented by Lighthouse.

3. *Program Operations.*

- A. Lighthouse is responsible for the day-to-day operation of its programs. Lighthouse will employ and supervise all staff necessary to operate its programs. Lighthouse will procure all necessary infrastructure, equipment, and supplies necessary to operate its programs. Lighthouse will ensure that all programs are operated and all services are delivered in a manner consistent with the requirements of the ISD plan, including any amendments to the ISD plan, and state and federal law. Nothing in this Agreement may be construed to limit Lighthouse's right to contract for or subcontract for some or all of the programs and services contemplated under this Agreement.
- B. Lighthouse will comply with the requirements of each student's IEP in the delivery of special education programs and services to that student.
- C. Nothing in this Agreement may be construed to limit programs and services available to Lighthouse and Eligible Students enrolled in Lighthouse pursuant to the ISD Plan or the

Cooperative Agreement to Provide Special Education Center Programs And Services Within the Kent Intermediate School District for 2020-21, as may be extended or amended from time to time.

- D. Lighthouse will establish, in compliance with state law, the school calendar, including starting and ending times, for all programs that it operates.
4. *Transportation.* If a student's IEP states that the student requires specialized transportation, the Placing District is responsible for transporting the student to and from Lighthouse. Lighthouse is responsible for transporting the student to and from field trips, work-based learning locations, and other similar student transportation required during the school day.
5. *Student's Relationship to Placing District.*
- A. Notwithstanding a student's placement in Lighthouse by an IEP Team pursuant to this Agreement, and except as provided under paragraph 5.B. of this Agreement, a student placed at Lighthouse pursuant to this Agreement will be considered a student of the Placing District and the Placing District will be considered the Student's "Resident District" for all purposes, including for the ongoing provision of a FAPE under the IDEA, MMSEA, and MARSE, for as long as the student remains a resident of the Placing District.
 - B. A student's parent or legal guardian may choose to enroll the student in Lighthouse if the student otherwise meets enrollment eligibility pursuant to Code section 1311g, at which point Lighthouse will be considered the "Resident District" for all purposes, including for the ongoing provision of a FAPE under the IDEA, MMSEA, and MARSE, until the student is no longer enrolled in Lighthouse.
 - C. Except as expressly stated in paragraphs 5.B. and 9 of this Agreement, if Lighthouse or the Placing District has concerns that a student's placement at Lighthouse may no longer be appropriate, Lighthouse and the Placing District will promptly convene an IEP team meeting for the student to determine an appropriate placement, which may include the student's continued placement at Lighthouse.
6. *IEPs, Evaluations, and "Child Find"*
- A. The Placing District retains all obligations under state and federal law to develop, review, and update the IEPs of any student placed at Lighthouse under this Agreement, except that the parties may agree, for an individual student, to transfer those obligations to Lighthouse, in which case the student's IEP will reflect that Lighthouse is authorized to develop, review, and update IEPs for the student. If the parties agree to transfer the obligation to develop, review, and update a student's IEP to Lighthouse, Lighthouse will invite a representative of the Placing District to attend all IEP team meetings. If the parties do not agree to transfer the obligation to develop, review, and update a student's IEP to Lighthouse, the Placing District will invite Lighthouse representatives to any IEP team meeting at which continued Lighthouse placement will be considered. Either party may revoke an agreement transferring the obligation to develop, review, and update a student's IEP to Lighthouse at any time. The parties agree that if the Michigan Administrative Rules for Special Education are amended

or the Michigan Department of Education issues guidance that is inconsistent with this paragraph, the parties will cooperate in good faith to comply with the amended rules or updated guidance, notwithstanding anything to the contrary in this paragraph.

- B. Except as otherwise stated in the Kent ISD plan or this Agreement, the Placing Districts retain all obligations under state and federal law to locate, identify, and evaluate children who have, or who are suspected of having, disabilities.
- C. Lighthouse will conduct all legally required evaluations and reevaluations for students placed at Lighthouse under this Agreement except that the Placing District will complete an evaluation or reevaluation that is pending at the time of a student's placement at Lighthouse or that must be completed within 30 school days from the student's placement at Lighthouse. Lighthouse and the Placing District will cooperate in good faith to ensure timely and legally compliant completion of evaluations and reevaluations.

7. *Student Records.*

- A. Lighthouse will maintain appropriate records of student attendance, progress, and achievement necessary to comply with a student's IEP and all applicable state and federal laws.
- B. The parties recognize that they all operate public school programs and that students who attend a program operated by Lighthouse will be considered students of both Lighthouse and the Placing District for purposes of confidentiality and recordkeeping. The parties will disclose to one another all records and other information about such students when either party has a legitimate educational interest in the records or information, as limited by state and federal confidentiality laws. The parties further acknowledge that they are each subject to the Family Educational Rights and Privacy Act ("FERPA"), the IDEA, the Michigan Revised School Code, and other state and federal confidentiality laws and each agrees to abide by the requirements of those laws for all purposes related to this Agreement. For purposes of carrying out the record review process described in paragraph 2.A of this Agreement, the Placing Districts recognize Lighthouse and its employees and agents as school officials who are performing services and functions for which the Placing Districts would otherwise use employees. Lighthouse agrees that it is operating under the direction and control of a Placing District with respect to the use and maintenance of any information disclosed under paragraph 2.A of this Agreement and that it will use education records only for authorized purposes and will not redisclose personally identifiable student information from those records unless authorized by the Placing District, and only if redisclosure would comply with relevant state and federal laws. Each Placing District will ensure that its annual notification of FERPA rights identifies Lighthouse's employees and agents as school officials with a legitimate educational interest in the education of records for the purposes described in this Agreement.

8. *Costs.*

- A. For any student placed in Lighthouse pursuant to this Agreement, Lighthouse will count the student in membership for all purposes authorized by the State School Aid Act, MCL

388.1601 et seq. to collect the maximum amount of state school aid permitted by law, including, without limitation, to collect general and special education foundation allowance for the student.

- B. Lighthouse may seek reimbursement for all costs related to a student's enrollment, attendance, and participation in its programs pursuant to this Agreement, including for the added costs of special education, and will receive all available reimbursement for those costs to the maximum extent permitted by law, including, without limitation, funding available under the IDEA, Title I of the Elementary and Secondary Education Act, the State School Aid Act, and the ISD Plan.
- C. The Placing Districts understand that Lighthouse may not be legally authorized to use state or local funds to educate a student who is not a resident of one of the Placing Districts. To the extent Lighthouse is ineligible to receive reimbursement for costs associated with a nonresident student, the Placing District will reimburse Lighthouse, in full, for all unreimbursed costs associated with the student.
- D. The parties understand that funding available to Lighthouse under the ISD plan is subject to change pursuant to the ISD plan amendment process. The Placing District will reimburse Lighthouse for any unreimbursed costs incurred by Lighthouse for programs or services contemplated under this Agreement as a result of amendments to the ISD plan.
- E. Except as stated in paragraphs 8.C and 8.D of this Agreement, Lighthouse is responsible for the "total unreimbursed costs" of the special education programs and services identified in this Agreement. The "total unreimbursed costs" are the "total approved costs of special education" (as defined in section 51a of the State School Aid Act) for programs and services identified in this Agreement minus any state school aid reimbursement or other reimbursement Lighthouse receives for the special education programs and services identified in this Agreement. Except as otherwise stated in this Agreement, Placing Districts are not responsible to Lighthouse for any unreimbursed costs incurred by Lighthouse for students placed in Lighthouse pursuant to this Agreement.
- F. Lighthouse is responsible for costs, including actual attorney fees and costs of any relief ordered, for any due process hearing or state or federal administrative complaint filed against either the Placing District or Lighthouse related to a student's special education identification, evaluation, eligibility, placement, or provision of a free appropriate public education if the student who is the subject of the complaint is placed at Lighthouse and the claim arose after the student's placement and relates to Lighthouse's operation of special education programs or implementation of the student's IEP. The Placing District is responsible for all costs, including actual attorney fees and the costs of any relief ordered, for any other due process hearing or state or federal administrative complaint filed against either the Placing District or Lighthouse including, without limitation, any claim that Lighthouse is not an appropriate placement for the student. If a due process complaint or state or federal administrative complaint is filed against Kent ISD, a Placing District, or Lighthouse related to a student placed at Lighthouse pursuant to this Agreement, the relevant parties will cooperate in good faith to respond to and defend against the complaint.

- G. In accordance with paragraph 13 of this Agreement, a party may seek reimbursement from any other party for any damages, including without limitation attorney fees, incurred for the defense of a due process hearing or state or federal administrative complaint resulting from an alleged breach of this Agreement by the other party or an alleged violation of state or federal law by the other party.
9. *Stay Put.* Lighthouse will maintain a student's placement and will continue providing services to a student during the pendency of a due process hearing to the extent required by state and federal law.
10. *Assessments.* For students placed at Lighthouse, Lighthouse will administer the Michigan Merit Examination and all other required standardized assessments consistent with the student's IEP and will count the students' scores for purposes of state and federal reporting requirements. If the parties enter into a separate cooperative agreement or an addendum to this Agreement to establish a different method for administering and recording standardized assessments that is approved by the Michigan Department of Education, the terms of that separate cooperative agreement or addendum will govern over any inconsistent term in this Agreement.
11. *Graduation.* A student attending Lighthouse through a placement under this Agreement who satisfies Lighthouse's graduation requirements will receive a diploma from Lighthouse. For all other students, the Placing District, in its sole discretion consistent with applicable laws, will determine whether to issue a diploma.
12. *School Activities.* Lighthouse and the Placing District recognize that they have a shared responsibility to ensure that an eligible student attending Lighthouse through a placement under this Agreement has the opportunity to participate in school activities, including athletics, extracurricular activities, and school events, consistent with the nondiscrimination and equal access requirements of state and federal law. Nothing in this paragraph may be construed to create any participation rights for students who are not otherwise eligible to participate in an activity or event, including for students who are disqualified due to suspension or expulsion.
13. *Discipline.* All parties retain their right to enforce their student codes of conduct consistent with state and federal law. Either a Placing District or Lighthouse may impose disciplinary sanctions including, without limitation, suspension or expulsion, for a student who violates the party's student code of conduct. The parties understand and will comply with all applicable requirements and procedures for disciplining a student with a disability.
14. *Dispute Resolution.* Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may demand arbitration in writing within 60 days after a dispute arises by providing written notice to the other party and to the American Arbitration Association. Failure to provide timely notice of the dispute will be deemed a waiver of the dispute and all claims arising therefrom. The American Arbitration Association will appoint a neutral arbitrator to hear and decide the dispute. Each party will pay for its share of the arbitration costs as determined by the rules of the American Arbitration Association. The arbitration hearing will be held in Kent County, Michigan.

15. *Effective Date and Duration.*

- A. This Agreement becomes effective when executed by all parties.
- B. This Agreement remains in effect through the duration of the 2020-2021 school year and will automatically renew thereafter for additional one-year terms unless terminated pursuant to paragraph 16 below.

16. *Termination.*

- A. A party may terminate this Agreement by providing written notice to the other parties on or before April 30 of any renewal term. Upon timely notice of termination, this Agreement will terminate at the end of the then-current school year. Paragraphs 5, 6.A, 7, 8, 9, 11, 14, 17, 19, 20, 22, 24, and 25 will survive termination.

17. *Third-Party Beneficiaries.* The parties do not intend to designate any third party, including without limitation any student placed at Lighthouse, as a beneficiary of this Agreement, and the parties expressly disclaim the existence of any third-party beneficiary status or rights pursuant to MCL 600.1405 or under the common law on any person or entity that is not a party to this agreement.

18. *Nondiscrimination* The parties will not discriminate against a student or any other person who may receive a benefit or service under this Agreement based on color, religion, sex, national origin, or disability, except that the parties reserve the right to make placement and programming decisions based on a student's age and individual needs as authorized and required by state and federal law. The parties will not exclude from participation in or deny benefits or employment to any person in connection with the execution of this Agreement based on race, color, religion, sex, national origin, pregnancy, age, disability, height, weight, marital status, veteran status, genetic information, or any other characteristic for which discrimination is prohibited by federal or state law.

19. *No Joint Employment.* A party's agents, employees, third party beneficiaries, and contractors are not agents, employees, third-party beneficiaries, or contractors of the other party for any purpose, and a party's employees and contractors are not entitled to rights, compensation, or other benefits that the other party may provide to its own employees or contractors. The parties reserve to themselves the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement. Each party will select and supervise its own employees who provide services incident to this Agreement.

20. *Liability.* Except as otherwise provided in paragraph 8.F. above, Lighthouse is solely liable for its acts and omissions and for the acts and omissions of its employees and agents, including those acts and omissions of its management company, made during the performance of this Agreement.

21. *Insurance.* Lighthouse will maintain insurance coverages covering all insurable risks associated with its obligations under this Agreement as follows:

- A. Workers' Compensation Insurance for Lighthouse's employees, if applicable, that meets Michigan statutory requirements.
- B. Comprehensive General Liability Insurance, covering actions, activities, and performance of Lighthouse and its employees and agents assigned under this Agreement; coverage to be broad form including contractual liability and not excluding sexual harassment and molestation; limits of coverage will be no less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate.
- C. Errors and Omissions and Professional Liability insurance on Lighthouse's employees and agents; limits of coverage will be no less than \$500,000 per occurrence/\$1,000,000 annual aggregate.
- D. Umbrella Excess Liability, including
 - i. Commercial General Liability \$4,000,000 for each occurrence, and
 - ii. Commercial General Liability \$4,000,000 aggregate.

Lighthouse will name the Placing Districts as additional insured parties on the insurance policies.

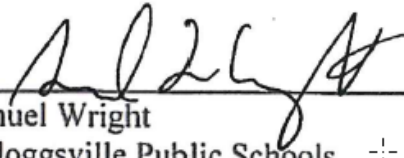
- 22. *Entire Agreement.* This Agreement is the entire agreement between the parties related to its subject matter. It supersedes any prior representation or previous agreement, whether oral or written, concerning the subject matter of this Agreement. The parties acknowledge and agree that this Agreement, including this paragraph, does not affect the Cooperative Agreement to Provide Special Education Center Programs And Services Within the Kent Intermediate School District for 2020-21. The parties further acknowledge and agree that such Cooperative Agreement does not contemplate or govern the IEP placement of students with disabilities in Lighthouse.
- 23. *Estimated Enrollment.* The parties estimate that approximately _____ students will receive the special education programs and services contemplated under this Agreement. The parties recognize that this estimate may be significantly different than the actual number of students who receive the special education programs and services contemplated under this Agreement.
- 24. *Modifications in Writing.* This Agreement, including this paragraph, may not be waived or modified by either party except by a writing signed by both parties.
- 25. *Choice of Laws.* This Agreement will be construed, performed, and enforced under Michigan law.

The undersigned parties understand and agree to the terms of this Agreement and represent that they are authorized by their respective board of education or board of directors to execute this Agreement.

**Cooperative Agreement for
IEP Placed Students at Lighthouse Academy
Local School District Superintendent Signatures**



Ron Koehler
Kent Intermediate School District



Samuel Wright
Kelloggsville Public Schools



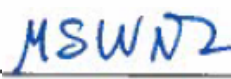
Kevin Macina
Byron Center Public Schools



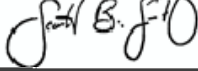
Gerald Hopkins
Kenowa Hills Public Schools



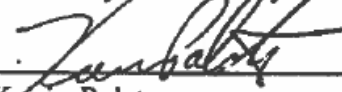
Dedrick Martin, Ed.D.
Caledonia Community Schools



Michael Weiler
Kent City Community Schools



Scott Smith
Cedar Springs Public Schools



Kevin Polston
Kentwood Public Schools



Dave Washburn
Comstock Park Public Schools



Nate Fowler
Lowell Area Schools



Heidi Kattula, Ed.D.
East Grand Rapids Public Schools



Scott Korpak, Ed.D.
Northview Public Schools



Daniel Behm
Forest Hills Public Schools



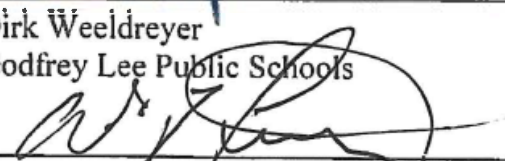
Michael S. Shabler, Ph.D.
Rockford Public Schools



Dirk Weeldreyer
Godfrey Lee Public Schools



Pete Bush
Sparta Area Schools



William Fetterhoff
Godwin Heights Public Schools



Craig McCarthy, Interim
Thornapple Kellogg Schools



Leadriane Roby, Ph.D.
Grand Rapids Public Schools

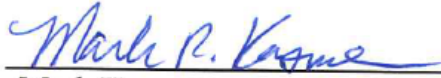


Craig Hoekstra
Wyoming Public Schools

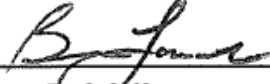


Roger Bearup
Grandville Public Schools

**Cooperative Agreement for
IEP Placed Students at Lighthouse Academy
Local School District Superintendent Signatures**



Mark Kasmer
Byron Center Charter School



Brianne Lobdell
Chandler Woods Charter Academy



Markeith Large
Covenant House Academy



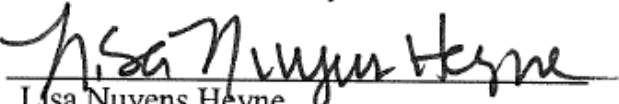
Autumn Mattson
Creative Technologies Academy



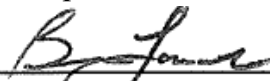
Brianne Lobdell
Cross Creek Charter Academy



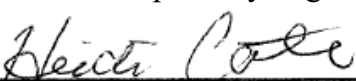
Brianne Lobdell
Excel Charter Academy



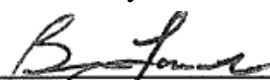
Lisa Nuyens Heyne
Grand Rapids Child Discovery Center



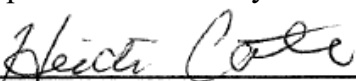
Brianne Lobdell
Grand River Preparatory High School



Heidi Cate
Hope Academy of West Michigan



Brianne Lobdell
Knapp Charter Academy



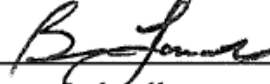
Heidi Cate
Lighthouse Academy



Ali DuBois
New Branches Charter Academy



Dan McMinn
NexTech High School



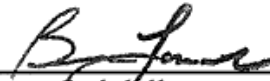
Brianne Lobdell
PrepNet Virtual Academy



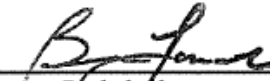
Brianne Lobdell
Ridge Park Charter Academy



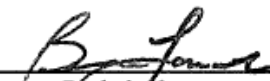
Brianne Lobdell
River City Scholars Charter Academy



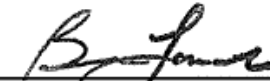
Brianne Lobdell
Vanguard Charter Academy



Brianne Lobdell
Vista Charter Academy



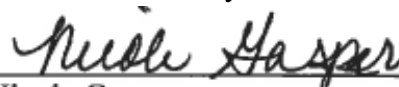
Brianne Lobdell
Walker Charter Academy



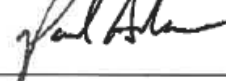
Brianne Lobdell
Wellspring Preparatory High School



Ali DuBois
West MI Academy of Envir. Sciences



Nicole Gasper
West Michigan Aviation Academy



Paul Adams
William C. Abney Academy

†