

**Cooperative Agreement/Memorandum of Understanding  
For Students Incarcerated at Kent County Correctional Facility**

Lighthouse Academy (“Lighthouse”) is a public school academy organized and operating as a strict discipline academy pursuant to the Michigan Revised School Code sections 1311b to 1311m, MCL 138.1311b-1311m. Lighthouse provides educational services to individuals incarcerated in the Kent County Correctional Facility, including students with disabilities eligible for special education services under the Individuals with Disabilities Education Act and the Michigan Administrative Rules for Special Education (“Eligible Students”). This Agreement governs the relationship between Lighthouse, Kent Intermediate School District, and all other constituent school districts and public school academies located within Kent Intermediate School District (each a “Member District” and collectively “the Member Districts”) for Eligible Students with Disabilities. The parties agree as follows.

**Introduction**

1. Whereas:

- A. Sections 11a(4), 504a(d), 525(d), 557(d), 601a(2), 1228, and 1311h(d) of the Revised School Code 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. The Individuals with Disabilities Education Act (“IDEA”) requires the provision of a free appropriate public education to Eligible Students with Disabilities;
- C. The Michigan Department of Education has interpreted the obligation to provide a free appropriate public education to Eligible Students with Disabilities to apply through age 26;
- D. The Michigan Department of Education has directed intermediate school districts to develop protocols to ensure the delivery of a free appropriate public education to Eligible Students with Disabilities;
- E. Kent County Correctional Facility is located within the geographic boundaries of Grand Rapids Public Schools;
- F. Section 1751 of the Revised School Code 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 special education programs and services to children with disabilities for whom they are legally responsible to provide such programs and services by contracting with other school districts and public school academies;
- G. The parties believe it is in their mutual best interests to enter into an agreement pursuant to section 1751 of the Revised School Code to define their roles and responsibilities when

Eligible Students with Disabilities are incarcerated in the Kent County Correctional Facility; and

- H. To the extent any party to this Agreement has an obligation to provide special education programs and services to an Eligible Student, this Agreement constitutes a cooperative agreement pursuant to section 1751 of the Revised School Code for the provision of those programs and services.

### **Intake Process**

- 2. Lighthouse will coordinate with Kent County Correctional Facility staff to develop an intake process to inquire about whether incarcerated individuals may be Eligible Students, including by inquiring about whether the individual graduated with a high school diploma and whether the individual previously received special education programs or services. As part of the intake process, Lighthouse will coordinate with Kent County Correctional Facility staff to determine the district or public school academy in which the individual is currently enrolled or attending, if any, and where the individual currently resides.
- 3. Lighthouse will seek consent from an Eligible Student or his or her parent or guardian, as applicable, to share personally identifiable information from the Eligible Student's educational records with either the district or public school academy in which the Eligible Student is enrolled or attending or the district in which the Eligible Student resides.

### **Evaluations, IEPs, and Child Find**

- 4. If Lighthouse suspects that an individual incarcerated in the Kent County Correctional Facility may be an Eligible Student with a Disability, Lighthouse will seek consent to evaluate the individual pursuant to the IDEA and Michigan Administrative Rules for Special Education ("MARSE"). If consent is provided, Lighthouse will complete an evaluation as required by the IDEA and MARSE. If a Member District has reason to suspect that a student who is enrolled in or attending the Member District or who resides within the Member District's boundaries is an Eligible Student incarcerated in the Kent County Correctional Facility, the Member District will, to the extent authorized by the Family Educational Rights and Privacy Act, IDEA, and other state and federal laws, promptly notify Lighthouse.
- 5. Lighthouse will immediately provide a free appropriate public education, including special education and related services, to Eligible Students incarcerated in the Kent County Correctional Facility consistent with the student's Individualized Education Program ("IEP"), if appropriate, or consistent with the provisions in the IDEA and MARSE that apply to transfer students. If an Eligible Student does not have an existing IEP, if an IEP is otherwise due because of state or federal timelines, or if the existing IEP requires review or revision, Lighthouse will convene an IEP team meeting for the Eligible Student, as appropriate, consistent with the IDEA and MARSE. With consent of the Eligible Student or the Eligible Student's parent or guardian, as applicable, Lighthouse will invite a representative from the district or public school academy in which the Eligible Student was enrolled or attending at the time of incarceration, if any, or the district in which the Eligible Student resides to attend the IEP team meeting.

6. The Parties agree that for purposes of this Agreement, Eligible Students with Disabilities include students through age 26 who meet the eligibility criteria in the IDEA and MARSE. If, however, a court or agency of competent authority concludes that students over the age of 22 are not entitled to a free appropriate public education while incarcerated, this Agreement will be construed consistent with that conclusion.
7. Except as otherwise stated in the ISD plan and this Agreement, the Member Districts retain all obligations under state and federal law to locate, identify, and evaluate children who have, or who are suspected of having, disabilities. The Parties understand and agree that, for the term of this Agreement and based on current interpretation of Michigan law, Grand Rapids Public Schools is responsible for the provision of a free appropriate public education (FAPE) to Eligible Students incarcerated in the Kent County Correctional Facility, regardless of the Eligible Student's residence or enrollment. The Parties further understand and agree that Grand Rapids Public Schools, the Member Districts, and Kent ISD are satisfying their obligation to provide a FAPE and other special education services to Eligible Students by contracting with Lighthouse through this Agreement. Once an Eligible Student is discharged from the Kent County Correctional Facility, the Parties understand and agree that the obligation to provide a FAPE belongs to the district or public school academy in which the Eligible Student was enrolled or attending at the time of incarceration, if any, or the district in which the Eligible Student currently resides.
8. Except as otherwise stated in the ISD plan and this Agreement, the Member Districts retain all obligations under state and federal law to conduct IEP team meetings for children with disabilities.
9. Except as otherwise stated in the ISD plan and this Agreement, the Member Districts retain all obligations under state and federal law to evaluate and periodically reevaluate children with disabilities.

### **Program Operations**

10. 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 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 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.
11. Lighthouse will comply with the requirements of each Eligible Student's IEP in the delivery of special education programs and services to that student to the extent required by law. Nothing in this Agreement may be construed to limit Lighthouse's ability to provide services consistent with the IDEA and MARSE requirements for transfer students.
12. 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, or any amendments or extensions thereof.

13. Lighthouse will establish, in compliance with state law, the school calendar, including starting and ending times, for all programs that it operates.

#### **Discharge Procedures**

14. Lighthouse will notify all Eligible Students, and their parents or guardians as applicable, that the Eligible Student may continue to enroll in a Lighthouse program upon discharge from the Kent County Correctional Facility if the Eligible Student is otherwise eligible for continued enrollment under Section 1311g of the Revised School Code, MCL 380.1311g, and Lighthouse's admissions and enrollment criteria pursuant to its charter contract and applicable policies. If an Eligible Student is not eligible to continue enrollment after discharge or chooses not to enroll in a Lighthouse program, Lighthouse will notify the Eligible Student in writing that the Eligible Student should contact the district or public school academy in which the Eligible Student was enrolled or attending at the time of incarceration, if any, or the district in which the Eligible Student resides for continued special education programming. With consent from the Eligible Student, or the parent or guardian as applicable, Lighthouse will notify the district or public school academy in which the Eligible Student was enrolled or attending at the time of incarceration, if any, or the district in which the Eligible Student resides that the Eligible Student has been discharged from Kent County Correctional Facility.
15. The Parties understand and agree that unless an Eligible Student enrolls in another Lighthouse program, upon his or her discharge from the Kent County Correctional Facility, Lighthouse will have no further obligation to the Eligible Student under this Agreement or under the IDEA, the Michigan Mandatory Special Education Act, or MARSE.
16. If an Eligible Student was enrolled in or attending a Member District at the time of incarceration or if the Eligible Student resides within a Member District, the Member District understands and agrees that upon the Eligible Student's discharge from the Kent County Correctional Facility, the Member District is responsible for providing special education programs and services to the Student as required pursuant to state and federal law unless the Eligible Student enrolls in another Lighthouse Academy program or in a different school district or public school academy.

#### **Student Records**

17. Lighthouse will maintain appropriate records of an Eligible Student's attendance, progress, and achievement necessary to comply with the student's IEP and all applicable state and federal laws.
18. The Parties recognize that they all operate public school programs and that Eligible Students enrolled in Lighthouse pursuant to this Agreement will be considered students of Lighthouse during their incarceration at Kent County Correctional Facility 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, 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.

### Costs

19. Lighthouse will count all Eligible Students in membership for all purposes authorized under 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 all Eligible Students incarcerated in the Kent County Correctional Facility who receive special education programs or services.
20. Lighthouse may seek reimbursement for all costs related to an Eligible Student's enrollment, attendance, and participation in its programs, 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.
21. 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. Member Districts are not responsible to Lighthouse for any unreimbursed costs incurred by Lighthouse for an Eligible Student receiving services under this Agreement.
22. 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 related to a student's special education identification, evaluation, eligibility, placement, or provision of a free appropriate public education for times when the student was or is incarcerated in Kent County Correctional Facility. For all other times, the district or public school academy in which the Eligible Student is currently enrolled or attending or in which the Eligible Student was enrolled or attending at the time of incarceration, or the district in which the Eligible Student resides, 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. If a due process complaint or state or federal administrative complaint is filed against Kent ISD, a Member District, or Lighthouse related to an Eligible Student's special education programming during the Student's incarceration at Kent County Correctional Facility, Lighthouse, the Member District, and Kent ISD will cooperate in good faith to respond to and defend against the complaint.
23. 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.

### **Stay Put**

24. 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.

### **Effective Date and Duration**

25. This Agreement becomes effective when executed by all parties.

26. This Agreement remains in effect through the duration of the 2020-2021 and 2021-2022 school years and will automatically renew thereafter for additional one-year terms unless terminated pursuant to paragraph 27 below.

### **Termination**

27. A party may terminate this Agreement by providing written notice to the other parties on or before April 30 of the initial term or any renewal term. Upon timely notice of termination, this Agreement will terminate at the end of the then-current school year. Paragraphs 3, 15-22, 28, 30, 31, and 34 will survive termination.

### **Third-Party Beneficiaries**

28. The parties do not intend to designate any third party, including without limitation any student, as a beneficiary of this Agreement, and the parties expressly disclaim the existence of any third-party beneficiaries.

### **Nondiscrimination**

29. 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.

### **Liability**

30. Except as otherwise provided in paragraphs 22 and 23 above, Lighthouse is solely liable for its acts and omissions and for the acts and omissions of its employees and agents made during the performance of this Agreement.

## Miscellaneous

31. This Agreement is the entire agreement between the parties. It supersedes any prior representation or previous agreement, whether oral or written, concerning the subject matter of this Agreement.
32. 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.
33. This Agreement, including this paragraph, may not be waived or modified by either party except by a writing signed by both parties.
34. 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  
Students Incarcerated at Kent County Correctional Facility  
Local School District Superintendent Signatures**



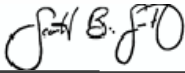
Ron Koehler  
Kent Intermediate School District



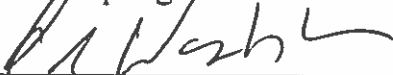
Kevin Macina  
Byron Center Public Schools



Dedrick Martin, Ed.D.  
Caledonia Community Schools



Scott Smith  
Cedar Springs Public Schools



Dave Washburn  
Comstock Park Public Schools



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



Daniel Behm  
Forest Hills Public Schools



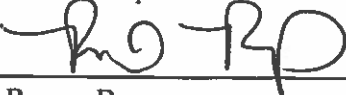
Dirk Weeldreyer  
Godfrey Lee Public Schools



William Fetterhoff  
Godwin Heights Public Schools



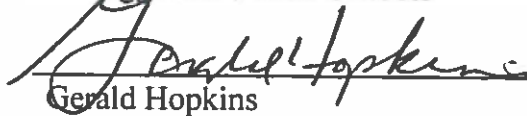
Leadriane Roby, Ph.D.  
Grand Rapids Public Schools



Roger Bearup  
Grandville Public Schools



Samuel Wright  
Kelloggsville Public Schools



Gerald Hopkins  
Kenowa Hills Public Schools



Michael Weiler  
Kent City Community Schools



Kevin Polston  
Kentwood Public Schools



Nate Fowler  
Lowell Area Schools



Scott Korpak, Ed.D.  
Northview Public Schools



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



Pete Bush  
Sparta Area Schools



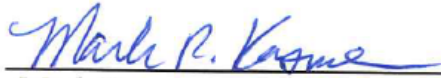
Craig McCarthy, Interim  
Thornapple Kellogg Schools



Craig Hoekstra  
Wyoming Public Schools



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Mark Kasmer  
Byron Center Charter School



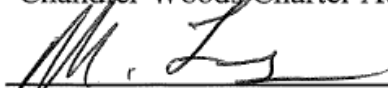
Dan McMinn  
NexTech High School



Brianne Lobdell  
Chandler Woods Charter Academy



Brianne Lobdell  
PrepNet Virtual Academy



Markeith Large  
Covenant House Academy



Brianne Lobdell  
Ridge Park Charter Academy



Autumn Mattson  
Creative Technologies Academy



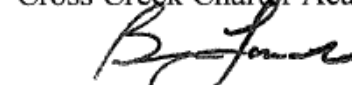
Brianne Lobdell  
River City Scholars Charter Academy



Brianne Lobdell  
Cross Creek Charter Academy



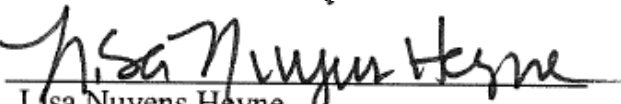
Brianne Lobdell  
Vanguard Charter Academy



Brianne Lobdell  
Excel Charter Academy



Brianne Lobdell  
Vista Charter Academy



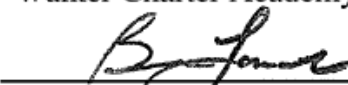
Lisa Nuyens Heyne  
Grand Rapids Child Discovery Center



Brianne Lobdell  
Walker Charter Academy



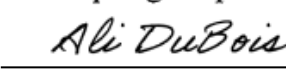
Brianne Lobdell  
Grand River Preparatory High School



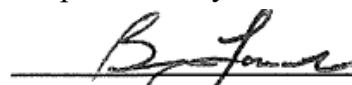
Brianne Lobdell  
Wellspring Preparatory High School



Heidi Cate  
Hope Academy of West Michigan



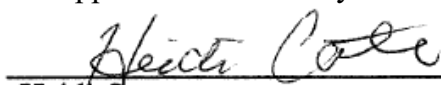
Ali Dubois  
West MI Academy of Envir. Sciences



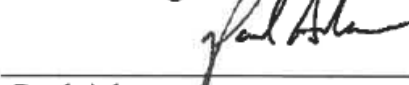
Brianne Lobdell  
Knapp Charter Academy



Nicole Gasper  
West Michigan Aviation Academy



Heidi Cate  
Lighthouse Academy



Paul Adams  
William C. Abney Academy



Ali Dubois  
New Branches Charter Academy