

COOPERATIVE AGREEMENT TO PROVIDE SPECIAL EDUCATION CENTER PROGRAMS AND SERVICES WITHIN THE KENT INTERMEDIATE SCHOOL DISTRICT FOR 2009-10

This Agreement is between all districts in Kent Intermediate School District for the operation of Center Programs.

Byron Center Public Schools, 8542 Byron Center Ave., SW, Byron Center, MI 49315
Caledonia Community Schools, 9753 Duncan Ave., Caledonia, MI 49316
Cedar Springs Public Schools, 204 East Muskegon St., Cedar Springs, MI 49319
Comstock Park Public Schools, 101 School St., Comstock Park, MI 49321
East Grand Rapids Public Schools, 2915 Hall St., SE, Grand Rapids, MI 49506-3111
Forest Hills Public Schools, 6590 Cascade Rd., SE, Grand Rapids, MI 49546
Godfrey Lee Public Schools, 1324 Burton St., SW, Wyoming, MI 49509
Godwin Heights Public Schools, 15 - 36th St., SW, Wyoming, MI 49548
Grand Rapids Public Schools, 1331 Franklin, SE, Grand Rapids, MI 49501-0117
Grandville Public Schools, 3839 Prairie, SW, Grandville, MI 49418
Kelloggsville Public Schools, 242 - 52nd St., SE, Grand Rapids, MI 49548
Kenowa Hills Public Schools, 2325 Four Mile Rd., NW, Grand Rapids, MI 49544
Kent City Community Schools, 341 N. Main St., Kent City, MI 49330
Kentwood Public Schools, 5820 Eastern Ave., SE, Kentwood, MI 49508
Lowell Area Schools, 300 High St., Lowell, MI 49331
Northview Public Schools, 4365 Hunsberger, NE, Grand Rapids, MI 49525
Rockford Public Schools, 350 N. Main St., Rockford, MI 49341
Sparta Area Schools, 465 S. Union St., Sparta, MI 49345
Thornapple Kellogg Public Schools, 10051 Green Lake Rd., Middleville, MI 49333
Wyoming Public Schools, 3575 Gladiola, SW, Wyoming MI 49519

Byron Center Charter School, 9930 Burlingame SW, Byron Center, MI 49315
Chandler Woods Charter Academy, 6895 Samrick Ave. Private, Belmont, MI 49306
Creative Technologies Academy, 350 Pine St., Cedar Springs, MI 49319
Cross Creek Charter Academy, 7701 Kalamazoo SE, Byron Center, MI 49315
Excel Charter Academy, 4201 Breton Rd SE, Grand Rapids, MI 49512
Grand Rapids Child Discovery Center, 640 5th St. NW, Grand Rapids, MI 49504
Grand River Preparatory High School, 624 - 52nd Street, SE, Kentwood, MI 49548
Knapp Charter Academy, 1759 Leffingwell NE, Grand Rapids, MI 49525
Lighthouse Academy, 3330 - 36th St., SE, Grand Rapids, MI 49508
New Branches, 256 Alger SE, Grand Rapids, MI 49507
Ridge Park Charter Academy, 4120 Camelot Ridge Dr., Kentwood, MI 49546
Vanguard Academy, 1620 - 52nd St SW, Wyoming, MI 49519
Vista Academy, 711 32nd St. SE, Wyoming, MI 49548
Walker Charter Academy, 1801 Three Mile Rd NW, Walker, MI 49544
West Michigan Academy of Environmental Science, 4463 Leonard NW, Walker, MI 49534
William C. Abney Academy, 1435 E. Fulton, Grand Rapids, MI 49503; and

Kent Intermediate School District, 2930 Knapp NE, Grand Rapids MI 49525, an Intermediate School District as defined in Part 7 of Michigan's Revised School Code, hereinafter referred to on occasion as **the ISD**.

WHEREAS, Section 1751 of the Michigan Revised School Code, MCL 380.1751, provides that a local school district or Public School Academy (**hereinafter referred to on occasion as a "Resident District"**) may fulfill its obligation to provide special education programs and services to its resident students by contracting with another local district or an intermediate school district (**hereinafter referred to on occasion as an "Operating District"**) and the parties above desire to enter into such an agreement; and

WHEREAS Section 3(3) of Michigan's State School Aid Act of 1979, as amended, MCL 388.1603(3) (**hereinafter referred to as the "State School Aid Act"**) defines and authorizes a Cooperative Education Program as "...a voluntary agreement between and among districts to provide certain educational programs for pupils in certain groups of districts;" and

WHEREAS, Section 3(5) of Michigan's State School Aid Act, MCL 388.1603(5) defines "District", for purposes of Section 3(3), to mean, among other things, a local school district or a public school academy; and

WHEREAS, Section 6(4)(a) of Michigan's State School Aid Act, MCL 388.1606(4)(a) states that, "except as otherwise provided in this subsection, a pupil shall be counted in membership in the pupil's educating district or districts"; and

WHEREAS, Sections 6(4)(h) and 6(4)(n) of the State School Aid Act, MCL 388.1606(4)(h) and (n), require that a student enrolled in a public school academy (**hereinafter referred to on occasion as a "PSA Resident District"**) who is educated by the Operating District under a Cooperative Education Agreement "... shall be counted in membership only in the public school academy, and the instructional time scheduled for the student in the [Operating District] ... shall be included in the full-time equated membership determination under [the State School Aid Act]".

NOW, THEREFORE, for valuable consideration given, the parties hereby mutually agree as follows:

1. DEFINITIONS. The words and phrases used in this Agreement shall have the same meanings as provided in Michigan's Revised School Code, the Michigan Special Education Rules and the Michigan State School Aid Act, unless otherwise indicated.
2. TERM. The term shall be for the 2009-10 school year, specifically July 1, 2009 through June 30, 2010.
3. PROGRAMS. The following Center programs as defined by Section 6 (1) of the State School Aid Act shall be provided by the Operating District:

<u>PROGRAMS</u>	<u>EDUCATIONAL PROGRAM (GRADE LEVEL)</u>	<u>LOCATION</u>
<i>See Attached Continuum Of Center Programs</i>	Grades K - 12	<i>As Designated On Attached Chart</i>

4. RELATED SERVICES. During the term of the Agreement, the Operating District shall provide related services listed in an IEP including but not limited to Psychological Services, Social Work Services, Speech Therapy, Occupational Therapy, Physical Therapy, Teacher Consultant Services, Audiologist, Orientation and Mobility Specialist, Homebound and Hospitalized, and other related services.
5. OPERATIONAL REQUIREMENTS.
 - a. The Program(s) and Related Services(s) shall be operated and provided in accordance with all applicable federal and state laws and regulations as well as in accordance with the Michigan and Kent ISD Plans for the Delivery of Special Education Programs and Services.
 - b. The Programs above shall be available, if determined appropriate by an Individualized Education Program (IEP) Team meeting, to eligible students with disabilities, as determined by an IEP Team meeting, residing in any Resident District.

- c. The curriculum of the Program(s) shall be determined by the Operating District considering the individual needs of the participating student(s). The courses offered shall be approved by the Board of Education of the Operating District. The Operating District shall be responsible for evaluating student performance and assigning grades and credit. Any discipline, up to and including removal of a student from any Program under this Agreement, shall be governed by controlling law and applicable policies and procedures of the Operating District. The Operating District shall exercise its discretion to discipline or remove a student from a Program under this Agreement in a manner that provides an equal opportunity for all students regardless of race, color, creed, religion, national origin, gender, sexual orientation, age, weight, height, disability, and social or economic background as required by law. A student shall graduate from the Operating District, unless otherwise determined mutually by the Operating and Resident Districts.
- d. The starting and ending times of the school day and school calendar of the Operating District shall be followed by students participating in Programs or Related Services under this Agreement with regard to instruction provided by the Operating District.
- e. The Operating District is responsible for the day-to-day operation of the Programs and Related Services including, but not limited to, the employment and supervision of all necessary instructional and support staff; all necessary facilities and equipment; and all necessary instructional materials and supplies.
- f. The Resident District shall invite the potential Operating District to the placement meeting of the IEP Team by providing reasonable written notice of the meeting and the Operating District shall send such representative(s) as it deems appropriate to participate in that placement IEP Team meeting. The Resident District authorizes the Operating District to conduct such IEP Team meeting(s) as may be necessary or requested to be held subsequent to the IEP Team which placed the student in the Program. The Operating District shall invite the Resident District to be a participant in all such IEP Team meetings. The Resident District will authorize the participation of any student attending a program in the Operating District by signing each IEP.
- g. Student Records/Non-PSA Resident Districts. All non-PSA Resident Districts shall provide the Operating District with copies of all student records, including evaluations, before the placement IEP Team meeting is held. The Operating District is responsible for all subsequent evaluations, including 3-year re-evaluations, unless otherwise determined mutually by the Operating and non-PSA Resident District.
Student Records/PSA Resident Districts. Because the State School Aid Act requires that any student enrolled in a public school academy that participates in a Program or Related Service under this Agreement must be counted in membership only in the public school academy, the PSA Resident Districts shall maintain the Cumulative Record (Form No. CA 60) for each of the students participating in any Programs or receiving Related Services under this Agreement. The PSA Resident Districts shall provide the Operating District with copies of all requested student records, including evaluations, at or before the placement IEP Team. The Operating District is responsible for all subsequent evaluations, including 3-year re-evaluations, unless otherwise determined mutually by the Operating and Resident PSA Districts.

The Operating District shall provide the Resident Districts with copies of all post-placement IEPs, evaluations, re-evaluations and grade reports. The Resident

District and the Operating District shall provide each other with copies of such additional student records as may be requested from time to time.

- h. Transportation to and from the Operating District shall be the responsibility of the Resident District unless otherwise agreed upon; provided, however, that transportation to and from the Operating District shall be provided by the Operating District at no cost to the Resident District where available through the Operating District's regular neighborhood school bus program. Any transportation, which is necessary for a student between Programs and Services during the school day, shall be provided by the Operating District.
- i. In the event a student in a Program requests a due process hearing, the Resident District shall be responsible for making all arrangements for the hearing and paying all hearing costs not otherwise covered by the ISD under the Kent ISD Hearing Procedures; provided, however, that the Operating District shall be responsible for its own attorney's fees and costs in connection with any such hearing. The Operating District shall maintain a student's current placement pending completion of any appeal process unless the student's parents, the Resident District and the Operating District agree otherwise.

6. STATE SCHOOL AID PAYMENTS & REIMBURSEMENT OF COSTS.

- a. State School Aid Payments. Pursuant to applicable provisions of the State School Aid Act, participating students from PSA Resident Districts shall be counted in membership only in the PSA Resident District and the instructional time scheduled for each such student in the Operating District shall be included in the full-time equated membership determination for the PSA Resident District under the State School Aid Act. In contrast, participating students from non-PSA Resident Districts may be counted in membership, in whole or in part, by the Operating District. Accordingly, as a condition precedent to reimbursement, the Operating District shall maintain complete and accurate attendance records and instructional time records and shall provide all documentation requested or required by the PSA Resident District, ISD or State Pupil Accounting Auditors to ensure and establish membership funding under the State School Aid Act.
- b. Reimbursement. The Resident Districts shall reimburse the Operating District for a participating student's placement in a Program as follows:
 - Center Programs: The Kent ISD Tuition Committee will determine the reimbursement costs and schedules for programs designated as Center Programs in the ISD Plan for Delivery of Special Education Programs and Services taking into account the differing procedures for counting participating students from PSA and non-PSA Resident Districts in membership under the State School Aid Act.

7. TERMINATION.

A district may not terminate this Agreement during its term. Any district not intending to be a party to this Agreement for the ensuing school year shall provide all other parties to this Agreement with written notice to this effect on or before March 1, of the year of this Agreement. Such notices shall be sent to each district superintendent or other designated authorized individual.

8. IMMUNITY/INSURANCE.

It is understood and agreed that the Resident and Operating Districts, their respective board members, officers, employees, agents and volunteers are immune from civil liability, both personally and professionally, to the extent permitted by law, for any acts or omissions in the performance of their responsibilities under this Agreement. It is further understood and agreed that the Resident and Operating Districts shall, to the extent practicable, maintain insurance or reserve funds adequate to cover fully claims and occurrences that may or do arise pursuant to this Agreement but for which they do not otherwise enjoy immunity. In the event of litigation, each party shall be responsible for its own attorney's fees and costs.

9. GENERAL PROVISIONS.

- a. Assignment. No assignment of the Agreement or the rights and obligations hereunder shall be valid without prior written consent of the non-assigning parties.
- b. Amendment. Except as otherwise expressly provided herein, no amendment or variation of the terms of the Agreement shall be valid unless in writing and signed by authorized representatives of each signatory to the original Agreement.
- c. Governing Law. The Agreement shall be construed and governed according to the laws of the State of Michigan, United States of America, without giving effect to conflict of laws provisions.
- d. Mediation & Forum Selection. In the event that a dispute arises under this Agreement, the parties agree that they will attempt to resolve the dispute through informal and/or formal mediation before the institution of any formal legal proceedings. Any mediator selected will be mutually acceptable to all of the disputing parties. The federal and state courts of the State of Michigan having jurisdiction over any dispute arising under this Agreement shall be the forum for the resolution of any formal legal proceedings arising under this Agreement.
- e. Notices. Except as otherwise expressly provided herein, all notices required or permitted to be given under this Agreement must be in writing and must be mailed by registered or certified mail, return receipt requested.
- f. Time of the Essence. The parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.
- g. Authority. Each individual executing this Agreement on behalf of any party expressly represents and warrants that he/she has authority to do so, and thereby to bind the party on behalf of which/whom he/she signs, to the terms of this Agreement.
- h. Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings are solely for convenience and shall have no legal effect whatsoever in construing the provisions of this Agreement.
- i. Waiver. A waiver by any party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

- j. Force Majeure. None of the parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement nor other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, or any similar cause beyond the reasonable control of a party. In the event that, as a result of a force majeure beyond the control of a party, it is determined by the other party (ies) for it to be impractical for it/them to perform it/their obligation(s) under this Agreement, then any party may, at its option, terminate the Agreement after giving notice to the other parties. Nonetheless, the Operating District shall continue to provide programming and related services to any student who is participating in a Program under this Agreement at the time of termination of the Agreement under the same terms and conditions that programming and related services are thereafter provided to students enrolled in the Operating District and the Resident District shall reimburse the Operating District for a participating student in a manner consistent with the terms of Section 6 of this agreement unless the Districts otherwise agree.
- k. Non-assumption of Liabilities. Unless expressly provided herein, the parties do not assume or become liable for any of the existing or future obligations, liabilities, or debts of the other.
- l. Relationship of the Parties. Each party to this Agreement shall be responsible for its own acts and omissions under this Agreement and shall not be responsible for the acts and omissions of any other party. Further, no party shall have the authority, nor shall represent to a third party that it has authority, whether actual, ostensible, apparent, or implied, to bind another party, unless such authority is expressly granted by the terms or conditions of this Agreement.
- m. Entire Agreement. The Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations, or representations, whether oral or written, between the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement.

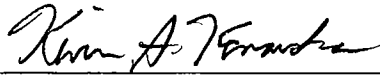
KENT ISD CENTER PROGRAMS OPERATED FOR 2009-10

LOCATION	OPERATING DISTRICT	SERVICE AREA
ASD, Moderate CI, Severe CI, and SXI at Lincoln Developmental Center, Lincoln School and/or Pine Grove Learning Center	Grand Rapids	Kent ISD
ASD and Moderate CI at Kent Vocational Options (KVO), KVO Community Sites and Community-Based Occupational Training (CBOT) Sites	Grand Rapids	Kent ISD
POHI/SXI at Ken-O-Sha Elementary, Alger Middle and Ottawa High School	Grand Rapids	Kent ISD
VI at Ken-O-Sha Elementary (no students at start of year)	Grand Rapids	Kent ISD
Severe CI and/or SXI, ECSE*, and Home Community (270)* Programs at Ken-O-Sha (KOS) Early Childhood Centers: Campus, Van Auken, and Wellerwood	Grand Rapids	Kent ISD
EI at KEC Bellline, Mayfield, Oakleigh Schools (separate facilities)	Grand Rapids	Kent ISD
HI at Shawnee Park and CA Frost	Grand Rapids	Kent ISD
HI at West Oakview, Highlands Middle, Crossroads Middle, Northview High School (all in Northview)	Northview	Kent ISD
ASD at Alpine Elementary (Kenowa), Kenowa Hills Middle, Roguewood Elementary (Rockford), North Middle (Rockford), Rockford High School	Kenowa Hills Rockford	Region I – Cedar Springs, Comstock Park, Kenowa Hills, Kent City, Northview, Rockford, Sparta
Moderate CI at Cedar Springs Community Site and High School, Rockford Community Site, Appleview Elementary (Sparta), Sparta Middle, Sparta High School	Cedar Springs Rockford Sparta	Region I – Cedar Springs, Comstock Park, Kenowa Hills, Kent City, Northview, Rockford, Sparta
Moderate CI (young adult program) at Caledonia Community Resource Center	Caledonia	Region II – Caledonia, East Grand Rapids, Forest Hills, Kentwood, Lowell, Thornapple Kellogg
ASD at Countryside Elementary (Byron Center) West Godwin Elementary, South Elementary (Grandville), Grandville Middle, Grandville High School	Byron Center Godwin Heights Grandville	Region III – Byron Center, Godfrey-Lee, Godwin Heights, Grandville, Kelloggsville, Wyoming
Moderate CI at Marshall Elementary (Byron Center), Nickels Intermediate (Byron Center), Byron Center West Middle, Byron Center High School	Byron Center	Region III – Byron Center, Godfrey-Lee, Godwin Heights, Grandville, Kelloggsville, Wyoming

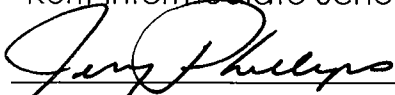
* **ECSE and Home Community Programs** at Ken-O-Sha Early Childhood Centers do not meet the Section 6 definition of "center program," but are available to all districts and are included in this cooperative agreement.

9/18/09

Local School District Signatures



Kevin A. Konarska
Kent Intermediate School District



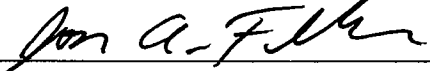
Jerry Phillips
Caledonia Community Schools



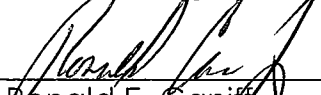
Ethan Ebenstein
Comstock Park Public Schools



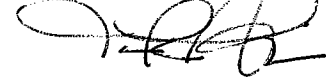
Daniel Behm
Forest Hills Public Schools



Jon A. Felske
Godwin Heights Public Schools



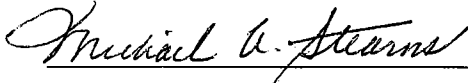
Ronald E. Caniff
Grandville Public Schools



Thomas Martin
Kenowa Hills Public Schools



Scott Palczewski, Ed. D.
Kentwood Public Schools



Michael Stearns, Ed.D.
Northview Public Schools



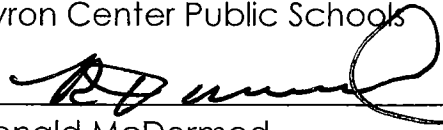
Kent Swinson
Sparta Area Schools



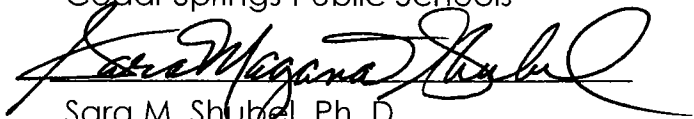
Jon A. Felske
Wyoming Public Schools



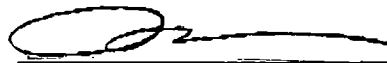
Daniel Takens
Byron Center Public Schools



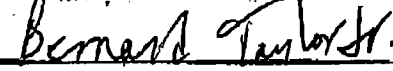
Ronald McDermid
Cedar Springs Public Schools



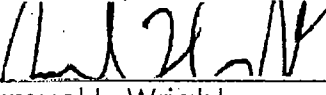
Sara M. Shubel, Ph. D.
East Grand Rapids Public Schools



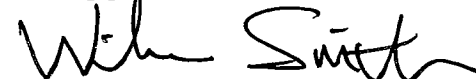
David Britten
Godfrey Lee Public Schools



Bernard Taylor, Jr., Ed. D.
Grand Rapids Public Schools



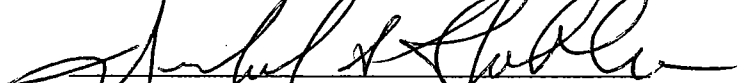
Samuel L. Wright
Kelloggsville Public Schools



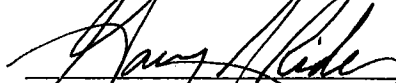
William Smith
Kent City Community Schools



Gregory H. Bratt
Lowell Area Schools



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



Gary Rider
Thornapple Kellogg Schools

Public School Academy Signatures



Administrator
Byron Center Charter School



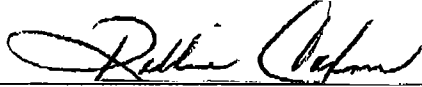
Administrator
Lighthouse Academy



Administrator
Chandler Woods Charter Academy



Administrator
New Branches School



Administrator
Creative Technologies Academy



Administrator
Ridge Park Charter Academy



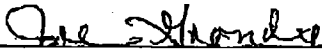
Administrator
Cross Creek Charter Academy




Administrator
Vanguard Charter Academy



Administrator
Excel Charter Academy



Administrator
Vista Charter Academy



Administrator
Grand Rapids Child's Discovery Center



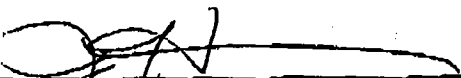
Administrator
Walker Charter Academy



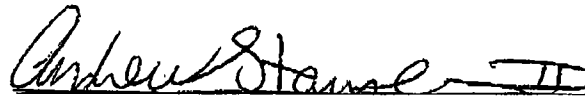
Administrator
Grand River Preparatory High School



Administrator
W. Michigan Acad. of Env. Sciences



Administrator
Knapp Charter Academy



Administrator
William C. Abney Academy