

# COOPERATIVE EDUCATION PROGRAM AGREEMENT

## ALTERNATIVE EDUCATION

2014/2015

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July 2014, between Wayne-Westland Community School District (hereinafter referred to as “Wayne-Westland”) and Livonia Public Schools (hereinafter referred to as “Livonia”).

1. **PURPOSE.** Wayne-Westland and Livonia and their respective Boards of Education have determined that it is in the best interests of both School Districts to permit certain Livonia students to receive alternative education services provided by and through Wayne-Westland in accordance with the terms of this Cooperative Education Program Agreement, and consistent with the pertinent provisions of the Revised School Code of 1995 and the State School Aid Act of 2014/2015, as amended. It is further the purpose of this Agreement to permit a maximum of ten (10) students from Livonia to utilize classroom positions at the Tinkham Center for alternative education opportunities in the Wayne-Westland Community School District. It is understood, that any deviation from the maximum identified number of students will be decided by the Wayne-Westland School District.

2. **TERM.** The term of this Agreement shall be from July 1, 2014 through June 30, 2015, subject to Paragraph 3, of the Agreement.

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. Wayne-Westland and Livonia agree, however, to use their best efforts to negotiate in good faith a renewal hereof, but in the event a renewal does not occur, this Agreement shall terminate upon the expiration of the term in Paragraph 2 above.

4. **LIVONIA PUBLIC SCHOOL STUDENTS.** Livonia Public Schools hereby agrees to permit selected students of Livonia Pubic Schools to enroll at the Tinkham Center of Wayne-Westland, and Wayne-Westland hereby agrees to such enrollment, for the purpose of alternative education. The number of Livonia students allowed to enroll at the Tinkham Center shall be within the discretion of Livonia, subject to acceptance by Wayne-Westland. Students who have violated the “Weapons – Free School Zone

Requirements” and/or have been expelled are prohibited from enrolling in the Alternative Education Program. Such students shall be considered Livonia Public School students for the purpose of earning credits for high school graduation however, while in attendance at the Tinkham Center, such students shall be subject to the Wayne-Westland Student Code of Conduct. The Livonia students shall receive a full instructional program at the Tinkham Center.

5. **MEMBERSHIP.** For the purpose of State Aid eligibility, the Livonia School students enrolled and attending the instructional program at the Tinkham Center shall be recorded in membership by Livonia and Wayne-Westland, according to State approved pupil accounting practices. It is the responsibility of Livonia, only, to assure that Livonia School students are counted in membership in Livonia on the necessary official state aid membership count days as determined by the State of Michigan.

6. **PAYMENT FOR ALTERNATIVE EDUCATION SERVICES.** For each Livonia Public School student enrolled and attending the instructional program at the Tinkham Center on the official state aid membership count date of each school year subject to this Agreement, Livonia agrees to accept and to pay an invoice or invoices issued by Wayne-Westland to Livonia in the amount equivalent to ½ of the total of the Wayne-Westland Foundation Grant for the school year in question, for the first semester of the 2014/2015 school year. Livonia hereby agrees to remit payment of said invoice(s) within thirty (30) business days of receipt of same. Within the discretion of Wayne-Westland, the failure of Livonia to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Livonia School students in the alternative program at the Tinkham Center.

Livonia Public Schools also accepts and agrees to pay an invoice or invoices issued by Wayne-Westland in the amount equivalent to ½ of the total of the Wayne-Westland Foundation Grant, for the second semester of the 2014/2015 school year for each Livonia School student similarly enrolled and attending the alternative program at the Tinkham Center on the official winter supplemental state aid membership count each school year subject to this Agreement. The terms and conditions of the preceding Paragraph similarly apply to Livonia’s obligations with regard to such enrollment and attendance on this official winter supplemental state aid membership count date of each subject year.

Livonia’s payment obligations under this Section of the Agreement are independent of the amounts it receives in State Aid under the Revised State School Aid Act of 2014/2015, as amended.

Program costs for Livonia students that are not enrolled at the Tinkham Center on the official fall and winter count dates will be pro-rated and charged the average daily rate of the total program costs for each day officially enrolled. The average daily rate is determined by dividing the annual Wayne-Westland Foundation allowance by the total number of scheduled days of the program.

7. **STUDENTS WITH DISABILITIES.** In the event that a Livonia Public School student currently enrolled in the Alternative Program at Tinkham becomes identified as disabled and requires special education and related aid and services pursuant to the Individual with Disabilities Education Act of Section 504 of the Rehabilitation Act, Livonia agrees to provide such aid and services.

8. **PROGRAM CANCELLATION.** Wayne-Westland reserves the exclusive right to cancel any class and/or program at the Tinkham Center due to insufficient enrollment, and to the extent such cancellation may involve Livonia School students. However, Wayne-Westland agrees not to cancel any class or program after the first official state aid membership count day as determined by the State of Michigan for each school year subject to this Agreement, or, alternatively, after the winter supplemental state aid membership count of each school year subject to this Agreement.

9. **STUDENT MISCONDUCT.** At the discretion of the Tinkham Center's building administrator, and consistent with due process requirements, a Livonia School student may be suspended, or permanently removed from the Tinkham Center program and permanently denied access to the Tinkham Center program if the student; (a) violates any of the prohibited acts listed under Article VI of the Wayne-Westland Student Code of Conduct; (b) violates the Tinkham Center's rules or regulations; (c) engages in misconduct which interferes with the good order of the Tinkham Center, the proper functioning of the educational process or the health and safety of students. The Tinkham Center's building administrator shall be the person solely responsible for determining if a student has engaged in misconduct warranting suspension or permanent removal from the Tinkham Center.

10. **SHARED EDUCATIONAL ENTITY.** Livonia is in agreement that the Tinkham Center of Wayne-Westland will be treated as a Shared Educational Entity (SEE). Livonia further recognizes and agrees that the state assessment scores for all Livonia students enrolled at the Tinkham Center through the Cooperative Education Program Agreement between Wayne-Westland and Livonia will be returned to their resident district for accountability purposes.

11. **ENTIRE AGREEMENT.** This is the entire Agreement of the parties, there being no other written or verbal agreements in substitution for these terms or in supplementation of same.

12. **AMENDMENT.** This Agreement may be amended only upon written mutual agreement of the parties and/or required by the State School Aid Act.

13. **TRANSPORTATION.** Transportation of Livonia Public School students to and from the Tinkham Center is the sole responsibility of Livonia.

14. **TERMINATION.** This Agreement shall be null and void only to the extent that any provision included herein is prohibited by state law.

15. **NOTICE.** For all purposes under this Agreement, notices shall be in writing to the Superintendents of the respective School Districts.

16. **THIS AGREEMENT** has been authorized by the Board of Education of Wayne-Westland at a public meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and the Board of Education of Livonia Public Schools on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**WITNESSES:**

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**WAYNE-WESTLAND COMMUNITY SCHOOLS**

By: \_\_\_\_\_  
Gregory J. Baracy, Ed.D.

Its: Superintendent

**WITNESSES:**

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**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Dr. Randy Liepa

Its: Superintendent