

COOPERATIVE EDUCATION PROGRAM AGREEMENT 2016-2017

THIS AGREEMENT is entered into this 1st day of July 2016, between Wayne-Westland Community School District (hereinafter referred to as "Wayne-Westland") and Livonia School District (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 vocational 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 2016/2017, as amended. It is further the purpose of this Agreement to permit certain students from Livonia to utilize classroom positions which otherwise would not be utilized by Wayne-Westland students, and to render more effective the vocational education programs of Wayne-Westland. Neither School District in any way intends to displace vocational education opportunities for the students of Wayne-Westland.

2. **TERM.** The term of this Agreement shall be from July 1, 2016 through June 30, 2017, 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. **CHURCHILL, FRANKLIN AND STEVENSON HIGH SCHOOL STUDENTS.** Livonia hereby agrees to permit students of Churchill, Franklin and Stevenson High Schools to enroll at the William D. Ford Career Technical Center of Wayne-Westland, and Wayne-Westland hereby agrees to such enrollment, for the purpose of vocational education. The number of such Churchill, Franklin and Stevenson High School students allowed to enroll at the William D. Ford Career Technical Center shall be within the exclusive discretion of Wayne-Westland. Such students shall be considered Churchill, Franklin and Stevenson High School students for the purpose of earning credits for high school graduation and athletic eligibility; however, while in attendance at the William D. Ford Career Technical Center, such students shall be subject to the Wayne-Westland Student Code of Conduct. The Churchill, Franklin and Stevenson High School students shall receive no more than 50% of a full instructional program at the William D. Ford Career Technical Center, and may otherwise continue their instructional program at the Churchill, Franklin and Stevenson High Schools.

5. **MEMBERSHIP.** For the purpose of State Aid eligibility, the Churchill, Franklin and Stevenson High School students enrolled and attending the instructional program at the William D. Ford Career Technical 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 such Churchill,

Franklin and Stevenson High Schools students are counted in membership in Livonia on the necessary official state aid pupil membership count days, as determined by the State of Michigan.

6. PAYMENT FOR CAREER TECHNICAL EDUCATION SERVICES. For each Churchill, Franklin and Stevenson High School student enrolled and attending the instructional program at the William D. Ford Career Technical Center on the official state aid membership count day 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 .25 FTE of the Wayne-Westland Foundation Grant for the school year in question, plus an additional amount of \$50.00 in administrative cost per pupil. 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 Churchill, Franklin and Stevenson High School students in the instructional program at the William D. Ford Career Technical Center.

Livonia also accepts and agrees to pay an invoice or invoices issued by Wayne-Westland in the amount equivalent to .25 FTE of the Wayne-Westland Foundation Grant, plus an additional amount of \$50.00 in administrative costs per pupil, for each Churchill, Franklin and Stevenson High School student similarly enrolled and attending the instructional program at the William D. Ford Career Technical Center on the official winter supplemental state aid membership count day of each school year subject to this Agreement. The terms and conditions of the preceding Paragraph similarly apply to Livonia obligations with regard to such enrollment and attendance on the official winter supplemental state aid membership count day of each subject year.

Livonia payment obligations under this Section of the Agreement are independent of the amounts it receives in State Aid under the State School Aid Act of 2016/2017, as amended.

7. STUDENTS WITH DISABILITIES. In the event that a Churchill, Franklin and Stevenson High School student is disabled and requires special education and related aid and services pursuant to the Individual with Disabilities Education Act or Section 504 of the Rehabilitation Act, Wayne-Westland agrees to provide such aid and services, except for transportation services, and Livonia agrees to reimburse Wayne-Westland its costs for same, in the form and manner otherwise provided by Section 6 of this Agreement.

8. PROGRAM CANCELLATION. Wayne-Westland reserves the exclusive right to cancel any class and/or program at the William D. Ford Career Technical Center due to insufficient enrollment, and to the extent such cancellation may involve Churchill, Franklin and Stevenson High School students. However, Wayne-Westland agrees not to cancel any class or program after the 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. In the discretion of the William D. Ford Career Technical Center's building administrator, and consistent with due process requirements, a Churchill, Franklin and Stevenson High School student may be suspended, or permanently removed from the William D. Ford Career

Technical Center programs and permanently denied access to the William D. Ford Career Technical Center, 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 William D. Ford Career Technical Center's rules or regulations; (c) engages in misconduct which interferes with the good order of the William D. Ford Career Technical Center, the proper functioning of the educational process or the health and safety of students. The William D. Ford Career Technical 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 William D. Ford Career Technical Center.

10. **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.

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

12. **TRANSPORTATION.** Transportation of Churchill, Franklin and Stevenson High School students to and from the William D. Ford Career Technical Center is the sole responsibility of Livonia.

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

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

15. **THIS AGREEMENT** has been authorized by the Board of Education of Wayne-Westland at a public meeting held on the ____ day of _____, 2016, and the Board of Education of Livonia on the ____ day of _____, 2016.

WITNESSES:

WAYNE-WESTLAND COMMUNITY SCHOOLS

By: _____
Dr. Michele A. Harmala

Its: Superintendent

WITNESSES:

LIVONIA SCHOOL DISTRICT

By: _____
Andrea Oquist

Its: Superintendent