

COOPERATIVE EDUCATION PROGRAM AGREEMENT

Special Education Livonia Transition Program (LTP) 2016-2017

THIS AGREEMENT is entered into this 6th day of September 2016, between Northville Public Schools (hereinafter referred to as “Northville”) and Livonia Public Schools (hereinafter referred to as “Livonia”).

1. **PURPOSE.** Northville and Livonia and their respective Boards of Education have determined that it is in the best interests of both school districts to permit certain Northville students to receive special education services provided by and through Livonia 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 special education students from Northville to utilize classroom positions at the Livonia Transition Program (LTP).

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. Northville 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. **NORTHVILLE PUBLIC SCHOOLS' STUDENTS.** Northville Public Schools hereby agrees to permit selected students of Northville Public Schools to enroll at the LTP of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of special education. The number of Northville students allowed to enroll at the Livonia Transition Program will be limited to three (3) unless agreed to by Livonia Public Schools. Students who have violated the “Weapons–Free School Zone Requirements” and/or have been expelled are prohibited from enrolling. While in attendance such students shall be subject to the Livonia Student Code of Conduct.

5. **MEMBERSHIP.** For the purpose of state aid eligibility, the students enrolled and attending the Livonia Transition Program shall be recorded in membership by Livonia and Northville, according to state approved pupil accounting practices. It is the responsibility of LPS, only, to assure that Northville Public Schools' students are counted in membership in Northville on the necessary official state aid membership count days as determined by the State of Michigan.

6. **PAYMENT FOR COOPERATIVE EDUCATION SERVICES.** For each Northville Public Schools' student enrolled and attending the LTP on the official state aid membership count date of each school year subject to this Agreement, Northville agrees to accept and to pay an invoice or invoices issued by Livonia to Northville in the amount equivalent to \$14,000 per student. One-half to be paid for the first semester of the 2016-2017 school year and the second in second semester. Northville hereby agrees to remit payment of said invoice(s) within thirty (30) business days of receipt of same. Within the discretion of Livonia, the failure of Northville to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Northville Public Schools' students in the special education LTP.

Northville'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 2016-2017, as amended.

7. **STUDENT MISCONDUCT.** At the discretion of the special education Livonia Transition Program administrator, and consistent with due process requirements, a Northville Public Schools' student may be suspended, or permanently removed from the LTP and permanently denied access to the LTP if the student; (a) violates any of the prohibited acts listed under Policy JD of the Livonia Student Code of Conduct; (b) violates the Livonia Transition Program's rules or regulations; (c) engages in misconduct which interferes with the good order of the LTP, the proper functioning of the educational process or the health and safety of students. The LTP'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 LTP.

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 required by the State School Aid Act.

12. **TRANSPORTATION.** Transportation of Northville Public Schools' students to and from the Livonia Transition Program is the sole responsibility of Northville.

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 Northville at a public meeting held on the ____ day of _____, 2016, and the Board of Education of Livonia Public Schools on the ____ day of _____, 2016.

WITNESSES:

NORTHVILLE PUBLIC SCHOOLS

By: _____
Mary Kay Gallagher

Its: _____
Superintendent

WITNESSES:

LIVONIA PUBLIC SCHOOLS

By: _____
Andrea Oquist

Its: _____
Superintendent