

# COOPERATIVE EDUCATION PROGRAM AGREEMENT

## ALTERNATIVE EDUCATION

2010/2011

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July 2010, 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 2010/2011, 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, 2010 through June 30, 2011, 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 2010/2010 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 2010/2011 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 2010/2011, 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. **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 Wayne-Westland students to and from is the sole responsibility of Wayne-Westland.

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 \_\_\_\_\_, 2010, and the Board of Education of Livonia Schools on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSES:**

**WAYNE-WESTLAND COMMUNITY CHOOOLS**

\_\_\_\_\_

By: \_\_\_\_\_  
Dr. Gregory J. Baracy

\_\_\_\_\_

Its: \_\_\_\_\_  
Superintendent

**WITNESSES:**

**LIVONIA PUBLIC SCHOOLS**

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_  
Superintendent

# COOPERATIVE EDUCATION PROGRAM AGREEMENT

2010/2011

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July 2010 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 Wayne-Westland students to receive vocational 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 2010/2011, as amended. It is further the purpose of this Agreement to permit students from Wayne-Westland to utilize available classroom positions at the Livonia Career-Technical Center for vocational education opportunities in the Livonia Public School District.

2. **TERM.** The term of this Agreement shall be from July 1, 2010 through June 30, 2011, 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. **WAYNE-WESTLAND COMMUNITY SCHOOL STUDENTS.** Wayne-Westland Community Schools hereby agrees to permit selected students of Wayne-Westland Community Schools to enroll at the Livonia Career-Technical Center of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of vocational education. The number of Wayne-Westland students allowed to enroll at the Livonia Career-Technical Center shall be within the discretion of Livonia, subject to acceptance by Wayne-Westland. Such students shall be considered Wayne-Westland Community School students for the purpose of earning credits for high school graduation however, while in attendance at the Livonia Career-Technical Center, such students shall be subject to the Livonia Public Schools Code of Conduct. The Wayne-Westland students shall receive no more that 50% of a full instructional program at the Livonia Career-

Technical Center, and may otherwise continue their instructional program at the Wayne-Westland high school.

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

6. **PAYMENT FOR CAREER TECHNICAL EDUCATION SERVICES.** For each Wayne-Westland Community School student enrolled and attending the instructional program at the Livonia Career-Technical Center on the official state aid membership count date of each school year subject to this Agreement, Wayne-Westland agrees to accept and to pay an invoice or invoices issued by Livonia to Wayne-Westland 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 costs per pupil, for the first semester of the 2010/2011 school year. Wayne-Westland 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 Wayne-Westland to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Wayne-Westland students in the instructional program at the Livonia Career-Technical Center.

Wayne-Westland also accepts and agrees to pay an invoice or invoices issued by Livonia 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 the second semester of the 2010/2011 school year for each Wayne-Westland student similarly enrolled and attending the vocational program at the Livonia Career-Technical 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 Wayne-Westland's obligations with regard to such enrollment and attendance on this official winter supplemental state aid membership count date of each subject year.

Wayne-Westland'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 2010/2011, as amended.

7. **STUDENTS WITH DISABILITIES.** In the event that a Wayne-Westland student currently enrolled in the vocational program at the Livonia Career-Technical Center is 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, except for transportation services, and Wayne-Westland agrees to reimburse Livonia the costs for same, in the form and manner otherwise provided by Section 6 of this Agreement.

8. **PROGRAM CANCELLATION.** Livonia reserves the exclusive right to cancel any class and/or program at the Livonia Career-Technical Center due to insufficient enrollment, and to the extent such cancellation may involve Wayne-Westland students. However, Livonia 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 Livonia Career-Technical Center's building administrator, and consistent with due process requirements, a Wayne-Westland student may be suspended, or permanently removed from the Livonia Career-Technical Center program and permanently denied access to the Livonia Career-Technical Center programs, and permanently denied access to the Livonia-Career Technical Center, if the student; (a) violates any of the prohibited acts of the Livonia Student Code of Conduct; (b) violates the Livonia Career-Technical Center's rules or regulations; (c) engages in misconduct which interferes with the good order of the Livonia Career-Technical Center, the proper functioning of the educational process or the health and safety of students. The Livonia 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 Livonia 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 required by the State School Aid Act.

12. **TRANSPORTATION.** Transportation of Wayne-Westland students to and from is the sole responsibility of Wayne-Westland.

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 \_\_\_\_\_, 2010, and the Board of Education of Livonia Schools on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSES:**

**WAYNE-WESTLAND COMMUNITY SCHOOLS**

\_\_\_\_\_

By: \_\_\_\_\_  
Dr. Gregory J. Baracy

\_\_\_\_\_

Its: \_\_\_\_\_  
Superintendent

**WITNESSES:**

**LIVONIA PUBLIC SCHOOLS**

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_  
Superintendent



# COOPERATIVE EDUCATION PROGRAM AGREEMENT

**2010-2011**

**THIS AGREEMENT** is entered into this 1st day of July 2010, 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 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 2010/2011, 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, 2010 through June 30, 2011, 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 HIGH SCHOOL STUDENTS.** Livonia hereby agrees to permit selected students of Livonia 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 Livonia high school students allowed to enroll at the

William D. Ford Career Technical Center shall be within the discretion of Wayne-Westland, subject to acceptance by Livonia. Such students shall be considered Livonia 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 Livonia 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 Livonia high school.

5. **MEMBERSHIP.** For the purpose of State Aid eligibility, the Livonia 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 Livonia high school 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 Livonia high school students 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, for the first semester of the 2010/2011 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 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 the second semester of the 2009/2010 school year for each Livonia 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 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 the official winter supplemental state aid membership count day 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 State School Aid Act of 2010/2011, as amended.

7. **STUDENTS WITH DISABILITIES.** In the event that a Livonia high school student enrolled in the vocational program at the William D. Ford Career Technical Center 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 Livonia 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.** At the discretion of the William D. Ford Career Technical Center's building administrator, and consistent with due process requirements, a Livonia 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 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 Livonia 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 \_\_\_\_\_, 2010, and the Board of Education of Livonia on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSES:

**WAYNE-WESTLAND COMMUNITY  
SCHOOLS**

\_\_\_\_\_

By: \_\_\_\_\_  
Gregory J. Baracy

\_\_\_\_\_

Its: Superintendent

**LIVONIA PUBLIC  
SCHOOLS**

\_\_\_\_\_

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

\_\_\_\_\_

Its: Superintendent

# COOPERATIVE EDUCATION PROGRAM AGREEMENT

## Career Technical Education 2010-2011

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July 2010, between Crestwood School District- Dearborn Heights (hereinafter referred to as "Crestwood School District") and Livonia Public Schools (hereinafter referred to as "Livonia").

1. **PURPOSE.** Crestwood School District and Livonia and their respective Boards of Education have determined that it is in the best interests of both school districts to permit certain Crestwood School District students to receive career-technical 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 2010-2011, as amended. It is further the purpose of this Agreement to permit career technical students from Crestwood School District to utilize classroom positions at the Livonia Career Technical Center for career technical education opportunities in the Livonia Public Schools.

2. **TERM.** The term of this Agreement shall be from July 1, 2010, through June 30, 2011, subject to Paragraph 3 of the Agreement.

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. Crestwood School District 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. **CRESTWOOD SCHOOL DISTRICT'S STUDENTS.** Crestwood School District hereby agrees to permit selected students of Crestwood School District to enroll at the Livonia Career Technical Center of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of career-technical education. The number of Crestwood School District students allowed to enroll at the Livonia Career Technical Center shall be within the discretion of Crestwood School District, subject to acceptance by Livonia. Students who have violated the "Weapons-Free School Zone Requirements" and/or have been expelled are prohibited from enrolling in the Livonia Career Technical Center. Such students shall be considered Crestwood School District's students for the purpose of earning credits for high school graduation, however, while in attendance at the Livonia Career Technical Center, 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 instructional program at the Livonia Career Technical Center shall be recorded in membership by Livonia and Crestwood School District, according to state approved pupil accounting practices. It is the responsibility of Crestwood School District, only, to assure that Crestwood School District's students are counted in membership in Crestwood School District on the necessary official state aid membership count days as determined by the State of Michigan.

6. **PAYMENT FOR COOPERATIVE EDUCATION SERVICES.** For each Crestwood School District's student enrolled and attending the instructional program at the Livonia Career Technical Center on the official state aid membership count date of each school year subject to this Agreement, Crestwood School District agrees to accept and to pay an invoice or invoices issued by Livonia to Crestwood School District in the amount equivalent to the fractional F.T.E. (full-time equivalent) of the total of the Crestwood School District Foundation Grant for the school year in question that the student is enrolled at the Livonia Career Technical Center. One-half to be paid for the first semester of the 2010-2011 school year. Crestwood School District 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 Crestwood School District to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Crestwood School District's students in the career technical program at the Livonia Career Technical Center.

Crestwood School District also accepts and agrees to pay an invoice or invoices issued by Livonia in the amount equivalent to one-half of the fractional F.T.E. of the total of the Crestwood School District Foundation Grant, for the second semester of the 2010-2011 school year for each Crestwood School District's student similarly enrolled and attending the career technical program at the Livonia Career Technical 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 Crestwood School District's obligations with regard to such enrollment and attendance on this official winter supplemental state aid membership count date of each subject year.

Livonia Career Technical Center classes are based on a six-period day. Therefore, each class is either a two or three-period block. For calculation purposes, a two-period block is one-third F.T.E. and a three-period block is one-half F.T.E.

Crestwood School District'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 2010-2011, as amended.

Program costs for Crestwood School District students that are not enrolled at the Livonia Career Technical 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 Crestwood School District Foundation allowance by the total number of scheduled days of the program.

7. **STUDENTS WITH DISABILITIES.** In the event that a Crestwood School District's student currently enrolled in the career technical program at Livonia Career Technical Center is or 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, Crestwood School District agrees to provide such aid and services.

8. **PROGRAM CANCELLATION.** Livonia reserves the exclusive right to cancel any class and/or program at the Livonia Career Technical Center due to insufficient enrollment, and to the extent such cancellation may involve Crestwood School District's students. However, Livonia 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 Livonia Career Technical Center's building administrator, and consistent with due process requirements, a Crestwood School District's student may be suspended, or permanently removed from the Livonia Career Technical Center program and permanently denied access to the Livonia Career Technical Center program 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 Career Technical Center's rules or regulations; (c) engages in misconduct which interferes with the good order of the Livonia Career Technical Center, the proper functioning of the educational process or the health and safety of students. The Livonia 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 Livonia 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 required by the State School Aid Act.



12. **TRANSPORTATION.** Transportation of Crestwood School District's students to and from the Livonia Career Technical Center is the sole responsibility of Crestwood School District.

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 Crestwood School District at a public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2010, and the Board of Education of Livonia Public Schools on the \_\_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CRESTWOOD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Laurine VanValkenburg

Its: \_\_\_\_\_  
Superintendent

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**LIVONIA PUBLIC SCHOOLS**

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

Its: \_\_\_\_\_  
Superintendent

RH

# COOPERATIVE EDUCATION PROGRAM AGREEMENT

## Career Technical Education 2010-2011

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July 2010, between Plymouth Canton Community Schools (hereinafter referred to as "Plymouth Canton") and Livonia Public Schools (hereinafter referred to as "Livonia").

1. **PURPOSE.** Plymouth Canton and Livonia and their respective Boards of Education have determined that it is in the best interests of both school districts to permit certain Plymouth Canton students to receive career-technical 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 2010-2011, as amended. It is further the purpose of this Agreement to permit career technical students from Plymouth Canton to utilize classroom positions at the Livonia Career Technical Center for career technical education opportunities in the Livonia Public Schools.

2. **TERM.** The term of this Agreement shall be from July 1, 2010, through June 30, 2011, subject to Paragraph 3 of the Agreement.

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. Plymouth Canton 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. **PLYMOUTH CANTON COMMUNITY SCHOOLS' STUDENTS.** Plymouth Canton Community Schools hereby agrees to permit selected students of Plymouth Canton Community Schools to enroll at the Livonia Career Technical Center of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of career-technical education. The number of Plymouth Canton students allowed to enroll at the Livonia Career Technical Center shall be within the discretion of Plymouth Canton, subject to acceptance by Livonia. Students who have violated the "Weapons-Free School Zone Requirements" and/or have been expelled are prohibited from enrolling in the Livonia Career Technical Center. Such students shall be considered Plymouth Canton Community Schools' students for the purpose of earning credits for high school graduation, however, while in attendance at the Livonia Career Technical Center, 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 instructional program at the Livonia Career Technical Center shall be recorded in membership by Livonia and Plymouth Canton, according to state approved pupil accounting practices. It is the responsibility of Plymouth Canton, only, to assure that Plymouth Canton Community Schools' students are counted in membership in Plymouth Canton on the necessary official state aid membership count days as determined by the State of Michigan.

6. **PAYMENT FOR COOPERATIVE EDUCATION SERVICES.** For each Plymouth Canton Community Schools' student enrolled and attending the instructional program at the Livonia Career Technical Center on the official state aid membership count date of each school year subject to this Agreement, Plymouth Canton agrees to accept and to pay an invoice or invoices issued by Livonia to Plymouth Canton in the amount equivalent to the fractional F.T.E. (full-time equivalent) of the total of the Plymouth Canton Foundation Grant for the school year in question that the student is enrolled at the Livonia Career Technical Center. One-half to be paid for the first semester of the 2010-2011 school year. Plymouth Canton 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 Plymouth Canton to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Plymouth Canton Community Schools' students in the career technical program at the Livonia Career Technical Center.

Plymouth Canton Community Schools also accepts and agrees to pay an invoice or invoices issued by Livonia in the amount equivalent to one-half of the fractional F.T.E. of the total of the Plymouth Canton Foundation Grant, for the second semester of the 2010-2011 school year for each Plymouth Canton Community Schools' student similarly enrolled and attending the career technical program at the Livonia Career Technical 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 Plymouth Canton's obligations with regard to such enrollment and attendance on this official winter supplemental state aid membership count date of each subject year.

Livonia Career Technical Center classes are based on a six-period day. Therefore, each class is either a two or three-period block. For calculation purposes, a two-period block is one-third F.T.E. and a three-period block is one-half F.T.E.

Plymouth Canton'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 2010-2011, as amended.

Program costs for Plymouth Canton students that are not enrolled at the Livonia Career Technical 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 Plymouth Canton Foundation allowance by the total number of scheduled days of the program.

7. **STUDENTS WITH DISABILITIES.** In the event that a Plymouth Canton Community Schools' student currently enrolled in the career technical program at Livonia Career Technical Center is or 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, Plymouth Canton agrees to provide such aid and services.

8. **PROGRAM CANCELLATION.** Livonia reserves the exclusive right to cancel any class and/or program at the Livonia Career Technical Center due to insufficient enrollment, and to the extent such cancellation may involve Plymouth Canton Community Schools' students. However, Livonia 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 Livonia Career Technical Center's building administrator, and consistent with due process requirements, a Plymouth Canton Community Schools' student may be suspended, or permanently removed from the Livonia Career Technical Center program and permanently denied access to the Livonia Career Technical Center program 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 Career Technical Center's rules or regulations; (c) engages in misconduct which interferes with the good order of the Livonia Career Technical Center, the proper functioning of the educational process or the health and safety of students. The Livonia 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 Livonia 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 required by the State School Aid Act.

12. **TRANSPORTATION.** Transportation of Plymouth Canton Community Schools' students to and from the Livonia Career Technical Center is the sole responsibility of Plymouth Canton.

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 Plymouth Canton at a public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2010, and the Board of Education of Livonia Public Schools on the \_\_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**PLYMOUTH CANTON COMMUNITY SCHOOLS**

By: \_\_\_\_\_  
Dr. Craig Fiegel

Its: \_\_\_\_\_  
Superintendent

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**LIVONIA COMMUNITY SCHOOLS**

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

Its: \_\_\_\_\_  
Superintendent

RH

# COOPERATIVE EDUCATION PROGRAM AGREEMENT

## Career Technical Education 2010-2011

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July 2010, 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 career-technical 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 2010-2011, as amended. It is further the purpose of this Agreement to permit career technical students from Northville to utilize classroom positions at the Livonia Career Technical Center for career technical education opportunities in the Livonia Public Schools.

2. **TERM.** The term of this Agreement shall be from July 1, 2010, through June 30, 2011, 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 Livonia Career Technical Center of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of career-technical education. The number of Northville students allowed to enroll at the Livonia Career Technical Center shall be within the discretion of Northville, subject to acceptance by Livonia. Students who have violated the "Weapons-Free School Zone Requirements" and/or have been expelled are prohibited from enrolling in the Livonia Career Technical Center. Such students shall be considered Northville Public Schools' students for the purpose of earning credits for high school graduation, however, while in attendance at the Livonia Career Technical Center, 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 instructional program at the Livonia Career Technical Center shall be recorded in membership by Livonia and Northville, according to state approved pupil accounting practices. It is the responsibility of Northville, 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 instructional program at the Livonia Career Technical Center 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 the fractional F.T.E. (full-time equivalent) of the total of the Northville Foundation Grant for the school year in question that the student is enrolled at the Livonia Career Technical Center. One-half to be paid for the first semester of the 2010-2011 school year. 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 career technical program at the Livonia Career Technical Center.

Northville Public Schools also accepts and agrees to pay an invoice or invoices issued by Livonia in the amount equivalent to one-half of the fractional F.T.E. of the total of the Northville Foundation Grant, for the second semester of the 2010-2011 school year for each Northville Public Schools' student similarly enrolled and attending the career technical program at the Livonia Career Technical 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 Northville's obligations with regard to such enrollment and attendance on this official winter supplemental state aid membership count date of each subject year.

Livonia Career Technical Center classes are based on a six-period day. Therefore, each class is either a two or three-period block. For calculation purposes, a two-period block is one-third F.T.E. and a three-period block is one-half F.T.E.

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 2010-2011, as amended.

Program costs for Northville students that are not enrolled at the Livonia Career Technical 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 Northville Foundation allowance by the total number of scheduled days of the program.

7. **STUDENTS WITH DISABILITIES.** In the event that a Northville Public Schools' student currently enrolled in the career technical program at Livonia Career Technical Center is or 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, Northville agrees to provide such aid and services.

8. **PROGRAM CANCELLATION.** Livonia reserves the exclusive right to cancel any class and/or program at the Livonia Career Technical Center due to insufficient enrollment, and to the extent such cancellation may involve Northville Public Schools' students. However, Livonia 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 Livonia Career Technical Center's building administrator, and consistent with due process requirements, a Northville Public Schools' student may be suspended, or permanently removed from the Livonia Career Technical Center program and permanently denied access to the Livonia Career Technical Center program 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 Career Technical Center's rules or regulations; (c) engages in misconduct which interferes with the good order of the Livonia Career Technical Center, the proper functioning of the educational process or the health and safety of students. The Livonia 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 Livonia 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 required by the State School Aid Act.

12. **TRANSPORTATION.** Transportation of Northville Public Schools' students to and from the Livonia Career Technical Center 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 \_\_\_\_\_, 2010, and the Board of Education of Livonia Public Schools on the \_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**NORTHVILLE PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Dr. Leonard Rezmierski

Its: \_\_\_\_\_  
Superintendent

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**LIVONIA PUBLIC SCHOOLS**

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

Its: \_\_\_\_\_  
Superintendent

RH