

COOPERATIVE EDUCATION PROGRAM AGREEMENT

2014/2015

THIS AGREEMENT is entered into this 1st 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 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 2014/2015, 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, 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. **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 than 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 2014/2015 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 2014/2015 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 2014/2015, 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 _____, 2014, and the Board of Education of Livonia Schools on the _____ day of _____, 2014.

WITNESSES:

WAYNE-WESTLAND COMMUNITY CHOOOLS

By: _____
Dr. Gregory J. Baracy

Its: Superintendent

WITNESSES:

LIVONIA PUBLIC SCHOOLS

By: _____
Dr. Randy Liepa

Its: Superintendent