

# SAMPLE

## COOPERATIVE EDUCATION PROGRAM AGREEMENT

### Special Education Livonia Transition Program (LTP) 2018-2019

**THIS AGREEMENT** is entered into this 1st day of July 2018, between Crestwood Public Schools (hereinafter referred to as “Crestwood”) and Livonia Public Schools (hereinafter referred to as “Livonia”).

1. **PURPOSE.** Crestwood 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 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 Crestwood to utilize classroom positions at the Livonia Transition Program (LTP).

2. **TERM.** The term of this Agreement shall be from July 1, 2018, through June 30, 2019, subject to Paragraph 3 of the Agreement.

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. Crestwood 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 PUBLIC SCHOOLS’ STUDENTS.** Crestwood Public Schools hereby agrees to permit selected students of Crestwood 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 Crestwood students allowed to enroll at the Livonia Transition Program will be limited to one (1) 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 Crestwood, according to state approved pupil accounting practices. It is the responsibility of LPS, only, to assure that Crestwood Public Schools’ students are counted in membership in Crestwood 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 Public Schools' student enrolled and attending the LTP on the official state aid membership count date of each school year subject to this Agreement, Crestwood agrees to accept and to pay an invoice or invoices issued by Livonia to Crestwood in the amount equivalent to \$15,000 per student. One-half to be paid for the first semester of the 2018-2019 school year and the second in second semester. Crestwood 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 to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Crestwood Public Schools' students in the special education LTP.

Crestwood Public School'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 2018-2019, as amended.

7. **STUDENT MISCONDUCT.** At the discretion of the special education Livonia Transition Program administrator, and consistent with due process requirements, a Crestwood 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 Crestwood Public Schools' students to and from the Livonia Transition Program is the sole responsibility of Crestwood.

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 at a public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2018, and the Board of Education of Livonia Public Schools on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSES:**

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\_\_\_\_\_

**CRESTWOOD PUBLIC SCHOOLS**

By: \_\_\_\_\_

Its: Superintendent

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_

Andrea Oquist

Its: Superintendent