

Livonia Public Schools

Department of Student Services

TO: Dr. Randy A. Liepa
Superintendent of Schools

FROM: Kathy Donagrandi
Administrator of Student Services

DATE: September 26, 2012

SUBJECT: Cooperative Agreement

I would like to place on the agenda for the October 1 Committee meeting a Cooperative Agreement with Redford Union Schools which would allow students to attend Livonia's LTP program.

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COOPERATIVE EDUCATION PROGRAM AGREEMENT

Special Education Livonia Transition Program (LTP) 2012-2013

THIS AGREEMENT is entered into this 1st day of July 2012, between Redford Union Public Schools (hereinafter referred to as "Redford Union") and Livonia Public Schools (hereinafter referred to as "Livonia").

1. **PURPOSE.** Redford Union and Livonia and their respective Boards of Education have determined that it is in the best interests of both school districts to permit certain Redford Union 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 2012-2013, as amended. It is further the purpose of this Agreement to permit special education students from Redford Union to utilize classroom positions at the Livonia Transition Program (LTP).

2. **TERM.** The term of this Agreement shall be from July 1, 2012, through June 30, 2013, subject to Paragraph 3 of the Agreement.

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. Redford Union 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. **REDFORD UNION PUBLIC SCHOOLS' STUDENTS.** Redford Union Public Schools hereby agrees to permit selected students of Redford Union 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 Redford Union students allowed to enroll at the Livonia Transition Program will be limited to six (6) 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 Redford Union, according to state approved pupil accounting practices. It is the responsibility of LPS, only, to assure that Redford Union Public Schools' students are counted in membership in Redford Union on the necessary official state aid membership count days as determined by the State of Michigan.

6. **PAYMENT FOR COOPERATIVE EDUCATION SERVICES.** For each Redford Union Public Schools' student enrolled and attending the LTP on the official state aid membership count date of each school year subject to this Agreement, Redford Union agrees to accept and to pay an invoice or invoices issued by Livonia to Redford Union in the amount equivalent to \$14,000 per student. One-half to be paid for the first semester of the 2012-2013 school year and the second in second semester. Redford Union 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 Redford Union to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Redford Union Public Schools' students in the special education LTP.

Redford Union'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 2012-2013, as amended.

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

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 Redford Union at a public meeting held on the 27th day of August, 2012, and the Board of Education of Livonia Public Schools on the _____ day of _____, 2012.