

## COOPERATIVE EDUCATION PROGRAM AGREEMENT

### Special Education Livonia Transition Program (LTP) 2022-2023

**THIS AGREEMENT** is entered into this 1st day of July 2022, between XXX (hereinafter referred to as "XXX") and Livonia Public Schools (hereinafter referred to as "Livonia").

1. **PURPOSE.** XXX Schools and Livonia and their respective Boards of Education have determined that it is in the best interests of both XXX Schools to permit certain XXX Schools 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 1979, as amended. It is further the purpose of this Agreement to permit special education students from XXX Schools to utilize classroom positions at the Livonia Transition Program (hereinafter referred to as "LTP")

2. **TERM.** The term of this Agreement shall be from July 1, 2022, through June 30, 2023, subject to Paragraph 3 of the Agreement

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. XXX Schools 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. **XXX Schools STUDENTS.** XXX Schools hereby agrees to permit selected students of XXX Schools to enroll at the LTP of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of special education. The number of XXX Schools students allowed to enroll at the LTP will be limited to 10 students unless agreed to by Livonia. 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 LTP shall be recorded in membership by Livonia and XXX Schools according to state approved pupil accounting practices. It is the responsibility of LPS, only, to assure that XXX Schools students are counted in Livonia's membership count on the necessary official state aid membership count days as determined by the State of Michigan

6. **PAYMENT FOR COOPERATIVE EDUCATION SERVICES.** For each XXX Schools student enrolled and attending the LTP on the official state aid membership count date of each school year subject to this Agreement, XXX Schools agrees to accept and to pay an invoice or invoices issued by Livonia to XXX Schools in the amount equivalent to \$8,000 per student. One-half to be paid for the first semester of the 2022-2023 school year and the second in second semester. XXX Schools 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 XXX Schools to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of XXX Schools students in the LTP

XXX Schools's payment obligations under this Section of the Agreement are independent of the amounts Livonia receives in state aid under the Revised State School Aid Act of 1979, as amended

7. **STUDENT MISCONDUCT.** At the discretion of the LTP administrator, and consistent with due process requirements, a XXX 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 LTP'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 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 Revised School Code and/or State School Aid Act

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

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 XXX Schools

15. **THIS AGREEMENT** has been authorized by the Board of Education of XXX Schools at a public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022, and the Board of Education of Livonia Public Schools on the \_\_\_\_ day of \_\_ 2022

**WITNESSES:**

\_\_\_\_\_ **Schools**

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

\_\_\_\_\_

\_\_\_\_\_ Its.

Superintendent \_\_\_\_\_

**WITNESSES:**

**LIVONIA PUBLIC SCHOOLS**

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

\_\_\_\_\_ Andrea Oquist

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

Superintendent \_\_\_\_\_

# COOPERATIVE EDUCATION PROGRAM AGREEMENT

## Career Technical Education 2022-2023

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July 2022, between SCHOOL DISTRICT (hereinafter referred to as "SCHOOL DISTRICT") and Livonia Public Schools (hereinafter referred to as "Livonia")

1. **PURPOSE.** 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 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 as amended. It is further the purpose of this Agreement to permit career technical students from 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, 2022, through June 30, 2023, subject to Paragraph 3 of the Agreement

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. 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. **SCHOOL DISTRICT.** SCHOOL DISTRICT hereby agrees to permit selected students of 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 SCHOOL DISTRICT students allowed to enroll at the Livonia Career Technical Center shall be within the discretion of SCHOOL DISTRICT, subject to acceptance by Livonia. Such students shall be considered SCHOOL DISTRICT 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. 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.

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

SCHOOL DISTRICT, according to state approved pupil accounting practices. It is the responsibility of SCHOOL DISTRICT, only, to assure that SCHOOL DISTRICT students are counted in membership in 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 SCHOOL DISTRICT 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, SCHOOL DISTRICT agrees to accept and to pay an invoice or invoices issued by Livonia to SCHOOL DISTRICT in the amount equivalent to the fractional F.T.E. (full-time equivalent) of the total of the 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 2022-2023 school year. 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 SCHOOL DISTRICT to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of SCHOOL DISTRICT students in the career technical program at the Livonia Career Technical Center.

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 SCHOOL DISTRICT Foundation Grant, for the second semester of the 2022-2023 school year for each SCHOOL DISTRICT 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 SCHOOL DISTRICT 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.

SCHOOL DISTRICT 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 as amended.

Program costs for 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 SCHOOL DISTRICT Foundation allowance by the total number of scheduled days of the program.

7. **STUDENTS WITH DISABILITIES.** In the event that a SCHOOL DISTRICT 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, 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 SCHOOL DISTRICT 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 SCHOOL DISTRICT 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 SCHOOL DISTRICT students to and from the Livonia Career Technical Center 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 SCHOOL DISTRICT at a public meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022, and the Board of Education of Livonia Public Schools on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**WITNESSES:**

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

**WITNESSES:**

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

DRW

**SCHOOL DISTRICT**

By \_\_\_\_\_

Its Superintendent

**LIVONIA PUBLIC SCHOOLS**

By \_\_\_\_\_  
Daniel R Willenborg

Its Director of Secondary Programs & District Services