

COOPERATIVE EDUCATION PROGRAM AGREEMENT

Career Technical Education 2016-2017

THIS AGREEMENT is entered into this 1st day of July 2016, 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 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, 2016, through June 30, 2017, 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 2016-2017 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 2016-2017 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 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 _____, 2016, and the Board of Education of Livonia Public Schools on the ____ day of _____, 2016.

WITNESSES:

PLYMOUTH CANTON COMMUNITY SCHOOLS

By: _____
Dr. Michael Meissen

Its: _____
Superintendent

WITNESSES:

LIVONIA PUBLIC SCHOOLS

By: _____
Andrea L. Oquist

Its: _____
Superintendent

SPA