

Livonia Public Schools

Department of Student Services

TO: Dr. Randy A. Liepa
Superintendent of Schools

FROM: Kathy Donagrandi
Administrator of Student Services

DATE: October 20, 2011

SUBJECT: Cooperative Agreement

I would like to place on the agenda for the October 24 Committee meeting, a Cooperative Agreement. The agreement is for Northville Special Education students to utilize the Secondary Transition Program at Livonia Public Schools.

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COOPERATIVE EDUCATION PROGRAM AGREEMENT
Special Education Secondary Transition Program (STP)
2011-2012

THIS AGREEMENT is entered into this 1st day of July 2011, between Northville Public Schools (hereinafter referred to as "Northville") and Livonia Public Schools (hereinafter referred to as "Livonia").

1. **PURPOSE.** Northville and Livonia and their respective Boards of Education have determined that it is in the best interests of both school districts to permit certain Northville 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 2011-2012, as amended. It is further the purpose of this Agreement to permit special education students from Northville to utilize classroom positions at Livonia's ~~Secondary Transition Program (STP)~~.

2. **TERM.** The term of this Agreement shall be from July 1, 2011, through June 30, 2012, subject to Paragraph 3 of the Agreement.

3. **RENEWAL.** This Agreement will not be automatically renewed for any periods. Northville 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. **NORTHVILLE PUBLIC SCHOOLS' STUDENTS.** Northville Public Schools hereby agrees to permit selected students of Northville Public Schools to enroll at the ~~STP~~ of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of special education. The number of Northville students allowed to enroll at the ~~Livonia STP~~ will be limited to four (4) 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 Livonia's ~~STP~~ shall be recorded in membership by Livonia and Northville, according to state approved pupil accounting practices. It is the responsibility of Northville, only, to assure that Northville Public Schools' students are counted in membership in Northville on the necessary official state aid membership count days as determined by the State of Michigan.

6. **PAYMENT FOR COOPERATIVE EDUCATION SERVICES.** For each Northville Public Schools' student enrolled and attending the ~~STP~~ on the official state aid membership count date of each school year subject to this Agreement, Northville agrees to accept and to pay an invoice or invoices issued by Livonia to Northville in the amount equivalent to one-half of the fractional F.T.E. (full-time equivalent) of the total of the Northville Foundation Grant for the 2011-12 school year. One-half to be paid for the first semester of the 2011-2012 school year. Northville 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 Northville to remit timely payment of such invoice(s) may result in the discontinued enrollment and attendance of Northville Public Schools' students in the special education ~~STP~~.

Northville Public 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 Northville Foundation Grant, for both semesters of the 2011-2012 school year for each Northville Public Schools' student similarly enrolled and attending the special education ~~STP~~ 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 Northville's obligations with regard to such enrollment and attendance on this official winter supplemental state aid membership count date of each subject year.

Northville'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 2011-2012, as amended.

7. **STUDENT MISCONDUCT.** At the discretion of the special education ~~Secondary~~ Transition Program administrator, and consistent with due process requirements, a Northville Public Schools' student may be suspended, or permanently removed from the ~~STP~~ and permanently denied access to the ~~STP~~ 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 ~~STP's~~ rules or regulations; (c) engages in misconduct which interferes with the good order of the ~~STP~~, the proper functioning of the educational process or the health and safety of students. The ~~STP'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 ~~STP~~.

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 Northville Public Schools' students to and from the Livonia ~~SMP~~ is the sole responsibility of Northville.

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 Northville at a public meeting held on the 11th day of October, 2011, and the Board of Education of Livonia Public Schools on the ____ day of _____, 2011.

WITNESSES:

Paul Julius
Elizabeth Amick

NORTHVILLE PUBLIC SCHOOLS

By: Mary K. Gallagher
Mary K. Gallagher

Its: Superintendent

WITNESSES:

LIVONIA PUBLIC SCHOOLS

By: Dr. Randy Liepa

Its: Superintendent

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