

COOPERATIVE EDUCATION PROGRAM AGREEMENT

Special Education Livonia Transition Program (LTP) 2020-2021

THIS AGREEMENT is entered into this 1st day of July 2020, 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 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 SCHOOL DISTRICT 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, 2020, through June 30, 2021, 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 STUDENTS.** SCHOOL DISTRICT hereby agrees to permit selected students of SCHOOL DISTRICT to enroll at the LTP of Livonia, and Livonia hereby agrees to such enrollment, for the purpose of special education. The number of SCHOOL DISTRICT students allowed to enroll at the LTP will be limited to XX 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 SCHOOL DISTRICT according to state approved pupil accounting practices. It is the responsibility of LPS, only, to assure that SCHOOL DISTRICT 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 SCHOOL DISTRICT student enrolled and attending the LTP 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 \$7,000 per student. One-half to be paid for the first semester of the 2019-2020 school year and the second in second semester. 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 LTP.

SCHOOL DISTRICT'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 SCHOOL DISTRICT 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 SCHOOL DISTRICT students to and from the Livonia Transition Program is the sole responsibility of SCHOOL DISTRICT.

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 _____, 2020, and the Board of Education of Livonia Public Schools on the 27th day of April 2020.

WITNESSES:

SOUTH REDFORD SCHOOL DISTRICT

By: _____

Its: Superintendent

WITNESSES:

LIVONIA PUBLIC SCHOOLS

By: _____

Andrea Oquist

Its: Superintendent