

**AGREEMENT TO PROVIDE
SPECIAL EDUCATION PROGRAMS AND SERVICES
(COOPERATIVE SCHOOLS OF CHOICE)**

This Agreement is made this day of _____, 202_, by and between the _____
School District (hereinafter "Enrolling District"), and the _____ School
District (hereinafter "Resident District") pursuant to Michigan Compiled Law (MCL).

WHEREAS MCL requires, as a condition to enrolling a student who resides in a district located in a contiguous intermediate school district and who is eligible for special education programs and services, that the enrolling district enter into a written agreement with the resident district for the purpose of providing the pupil with a free, appropriate public education and that the agreement shall include an agreement on responsibility for payment of the added costs of special education programs and services for the student; and

WHEREAS, the parties wish to enter such an agreement:

IT IS THEREFORE AGREED, as follows:

Section 1. Programs and Services. The Enrolling District agrees to provide special education programs and services for _____ (hereinafter "Student") who resides within the Resident District, under the IEP dated _____, and to provide appropriate special education programs and services under subsequent IEPs so long as the student continues to be enrolled in the Montcalm Area Intermediate School District Cooperative Schools of Choice Program (County-Wide and Contiguous ISDs).

Section 2. Student Placement. The student's placement in the program listed above shall be pursuant to an Individualized Educational Program (IEP). The Enrolling District shall conduct any subsequent Individualized Educational Program Team meetings which may be convened after the student's initial placement in the program listed above.

Section 3. Operations. The Enrolling District will be responsible for the day-to-day operation of the program listed above, including but not limited to: employment and supervision of personnel assigned to the program; providing and maintaining appropriate physical facilities and equipment; and

supplying appropriate instructional materials. The Enrolling District shall provide the above programs and services in accordance with the student's IEP, all applicable federal and state laws and its ISD Plan for the Delivery of Special Education Programs and Services.

Section 4. Transportation. If the student's IEP provides for special transportation for the student to and from his/her educational placement, the Enrolling District shall provide the transportation. The Enrolling District's daily schedule and calendar shall be followed. The Enrolling District shall also be responsible for any transportation necessary for the student between programs and services provided by the Enrolling District, including transportation between buildings, field trips, camp experiences and special programs. The Enrolling District shall include the cost of providing transportation in its calculation of costs.

Section 5. Costs. The Enrolling District agrees to pay the total costs of providing a special education program and services for the student, including any special transportation. The student will be counted in membership in the Enrolling District. The Enrolling District shall receive all state school aid reimbursement and any available intermediate school district reimbursement for the student. The parties understand that whether any intermediate school district reimbursement is available for the student is controlled by the terms of the applicable intermediate school district plan and that terms of the plan are subject to change. The costs of any due process hearings, complaints, or other dispute resolution pertaining to the student shall be paid by the Enrolling District.

Section 6. Duration. This Agreement shall be effective on the above written date and shall remain in effect as long as the student continues to be enrolled in and attend in the Enrolling District and reside in the Resident District.

Section 7. Entire Agreement. This is the entire Agreement between the parties. It supersedes any prior representations or previous agreements concerning the student. This Agreement may not be modified or terminated except by written mutual agreement of the parties.

Resident School District: _____

Date: _____ By _____

Its _____

Enrolling School District: _____

Date: _____ By _____

Its _____

Resident ISD/ESA: _____

Date: _____ By _____

Its _____

Enrolling ISD/ESA: **Montcalm Area Intermediate School District**

Date: _____ By _____

Its _____