

AGREEMENT TO PROVIDE SPECIAL EDUCATION PROGRAMS & SERVICES

This agreement is made this _____ day of _____, 2022, by and between the _____ District (hereinafter "Enrolling District"), and the _____ District (hereinafter "Resident District") pursuant to Section 105c of the State School Aid Act of 1979, MCL 388.1705c.

WHEREAS Section 105c 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 _____, so long as the student continues to be enrolled in the Enrolling District under Section 105c. The Enrolling District shall give the Resident District ten (10) days' notice of a change in the Student's programs and services.

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 IEP 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. Costs

The Enrolling District **agrees to pay the costs of providing all IEP related programs and services.** The Student will be counted in membership in the Enrolling District. The Enrolling District shall receive all state school aid reimbursement and any additional 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.

- A. The Resident District agrees to pay _____% of the unreimbursed costs, which are the total approved costs minus the portion of the foundation allowance(s) attributable to the Student's time in the special education and the state and ISD special education reimbursements. Program and service costs are calculated on a prorated basis – the percentage that the Student covered by this agreement is the total number of students in the program receiving the services, plus any cost specific to the student, such as a 1:1 paraprofessional. The costs are estimated, based on prior year costs, with an adjustment after the final costs are determined. The first payment will be calculated and invoiced after the first two quarters. The final invoice will be calculated after year end. The Enrolling District will pay the costs of any due process hearing or other dispute resolution mechanism.
- B. If special transportation is required, _____ District is responsible for all transportation costs and will follow the calendar of the Enrolling District.
- C. In the event of a significant change in the costs or level of special education programs or services for the Student, this agreement will terminate and the Student will return to the Resident District unless a new agreement is reached. Elements of agreement to be negotiated between Enrolling District & Resident District.

Section 5. Duration

This agreement shall be effective on the above written date and shall be reviewed and agreed to **ANNUALLY** by both the Enrolling District and Resident District. If the student would require additional special education programs and services, a separate agreement would be required.

Section 6. Entire Agreement

This is the entire agreement between the parties. It supersedes any prior representations or previous agreements concerning this Student. This agreement may not be modified or terminated except by written mutual agreement of both parties.

_____ (Enrolling District)

Enrolling District Superintendent's Signature

Date

_____ (Resident District)

Resident District Superintendent's Signature

Date