

**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 Enrolling District  
under section 105c.

**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

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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 \_\_\_\_\_