



Inter-District Cooperative Open Enrollment Agreement 2026-29

A reciprocal agreement between the Northwest Education Services Board of Education and the Boards of Education of the sixteen constituent districts.

INTER-DISTRICT COOPERATIVE OPEN ENROLLMENT

The constituent school districts of Northwest Education Services (each a “Constituent District” and collectively “the Constituent Districts”) enter this reciprocal cooperative agreement for the open enrollment of non-resident students. This Cooperative Agreement establishes the duties and obligations for a Constituent District to enroll a student who resides in another Constituent District.

1. Introduction.

- a. Section 11a(4) of the Revised School Code, MCL 380.11a(4), authorizes general powers school districts to enter into agreements as necessary to perform their respective functions;
- b. Sections 105(17) and 105c(18) of the State School Aid Act, MCL 388.1705(17) and MCL 388.1705c(17) authorize cooperative inter-district non-resident enrollment agreements;
- c. Section 6(4)(b) of the State School Aid Act allows a school district to count a non-resident student in membership and collect state school aid for the student if the student is educated as part of a cooperative education program or if the student’s resident district provides approval to count the non-resident student in membership; and
- d. The parties believe it is in their mutual best interests to enter into a cooperative agreement to provide for the inter-district enrollment of non-resident students and to authorize a Constituent District to count non-resident students in membership and obtain state school aid for non-resident students who enroll pursuant to this Cooperative Agreement.

2. Reciprocal Open Enrollment and Caps. Each Constituent District will permit enrollment of non-resident students from other Constituent Districts to the extent determined annually by each Constituent District and based upon program size consideration. Each Constituent District reserves to itself the exclusive authority and discretion to determine program sizes and allocation of resources.

3. Student Residency. A student’s residency status is determined pursuant to Sections 1147, 1148, and 1148a of the Michigan Revised School Code, MCL 380.1147, 380.1148, 380.1148a.

4. Enrollment Procedures

- a. *Application Window.* Each Constituent District will establish a window to accept applications for enrollment pursuant to this Cooperative Agreement for Fall registration that is open for not less than one week and not more than one month, and which closes not later than June 30. Each Constituent District will accept applications for enrollment pursuant to this Cooperative Agreement for Winter registration from _____ to _____ each school year. An application submitted outside the designated application dates will not be considered unless the Superintendent determines that demonstrated, extenuating circumstances exist to allow a late application.
- b. *Application Form.* Constituent Districts will publish an application form and application instructions on their websites.
- c. *Lottery & Enrollment Preferences.* If a Constituent District receives more applications than the cap established pursuant to Paragraph 2 of this Cooperative Agreement, the Constituent District will select students to enroll based on a random-draw lottery of those students who timely applied, except a Constituent District may provide an enrollment preference for applicants who were previously enrolled in the Constituent District or who have a sibling or other household member already in attendance in the Constituent District.
- d. *Wait List.* A Constituent District may establish a wait list based on order of lottery selection. If additional enrollment opportunities arise due to students declining enrollment after being notified that their application was granted, the Constituent District may enroll students from the wait list in the order determined through the lottery. A Constituent District will not enroll more students in a grade, building, class, or special program than the cap established pursuant to Paragraph 2.
- e. *Notice of Selection & Enrollment Deadlines.* A Constituent District will notify parents (or emancipated or adult students) as to whether their application for enrollment was granted or denied, or whether the student is on a wait list, within 15 days from the last day of the applicable application window. A Constituent District will make all final enrollment decisions and enroll students pursuant to this Cooperative Agreement no later than five school days after the start of the school year for Fall enrollment and no later than five school days after the start of the Winter term for Winter enrollment.

5. Athletics. Each Constituent District complies with and will enforce pertinent Regulations of the Michigan High School Athletic Association and any relevant league standards regarding eligibility of transfer students for participation in interscholastic athletics.

6. Transportation. Non-resident pupils who are admitted to a Constituent District shall not be entitled to transportation services to and from school, except as required by law. The Superintendent may grant approval for an admitted non-resident pupil to be transported within the Constituent District only if such transportation occurs along previously established bus routes and bus stops. Students who apply for and are accepted by a Constituent District under the terms of this Cooperative Agreement are not entitled to transportation to the non-resident district at the expense of the resident district. Nothing in this paragraph may be interpreted to impair or limit any right to specialized transportation a student requires pursuant to an Individualized Education Program.

- 7. Grades and Credit.** Non-resident students who seek admission to or who are accepted for enrollment in a Constituent District are subject to the determinations of the Constituent District regarding the awarding of transfer academic credit, grade and course placement and assignment, and building or program placement.
- 8. Student Record Release.** Each Constituent District will ensure that parents/guardians (or the applicant/non-resident student, if emancipated), upon notification of acceptance for enrollment in the Constituent District, immediately furnish written authorization to release all records of the pupil from the district where the pupil is currently enrolled. This written authorization is not needed if the district where the pupil is currently enrolled has provided in its annual notification under the Family Educational Rights and Privacy Act that it has a policy of forwarding education records to other agencies or education institutions that have requested those records and in which the student seeks or intends to enroll.
- 9. Nondiscrimination.** A Constituent District will not discriminate against applicants for enrollment based on race, color, national origin, sex, height, weight, marital status, religion, disability, athletic ability, genetic information and any other characteristic for which discrimination is prohibited by law in admission or access to programs, activities or policies. Constituent Districts may not grant or refuse enrollment based on age, except that a Constituent District may refuse to admit a non-resident applicant student applying for a grade, class or program that is not appropriate for the age of the applicant.
- 10. Denial.** A Constituent District may deny enrollment to any student who has previously been suspended or expelled, who withdrew from a school district in lieu of disciplinary consequences, who has been convicted of or pled guilty or no contest to a misdemeanor or felony, who has a documented history of chronic nonattendance, or whose enrollment application contains materially false information.
- 11. Students with Disabilities.** A Constituent District that enrolls a child with a disability eligible for special education services under the Individuals with Disabilities Education Act ("Special Education Student") is responsible for providing the Special Education Student with a free appropriate public education and for satisfying all other obligations under the Individuals with Disabilities Education Act, Michigan Mandatory Special Education Act, and Michigan Administrative Rules for Special Education that apply to the Special Education Student.

Except as otherwise provided in this paragraph, a Constituent District that enrolls a Special Education Student pursuant to this Cooperative Agreement is responsible for the added costs of educating that Special Education Student and will not be entitled to reimbursement of the added costs from the Special Education Student's resident district. The Constituent District may seek and accept reimbursement for added costs of special education from all other sources as provided by law and the applicable intermediate school district plan for the delivery of special education developed pursuant to Section 1711(1)(a) of the Revised School Code, MCL 380.1711(1)(a).

- 12. Release of Resident Students.** Pursuant to Section 6(4)(b) of the State School Aid Act, MCL 388.1606(4)(b), the Parties to this Cooperative Agreement authorize any Constituent District to count a non-resident student enrolled pursuant to this Cooperative Agreement in membership and to claim state school aid for the student.

- 13. Mid-Year Transfers.** To encourage continuity of education, the Constituent Districts strongly discourage school year transfers, except at semester or trimester breaks. To the extent permitted by law, a resident student released, pursuant to this Cooperative Agreement, for attendance in another Constituent District may not be considered for readmission to the releasing Constituent District until the beginning of the next academic semester or trimester.
- 14. Section 105 Schools of Choice.** By entering this Cooperative Agreement, a Constituent District agrees that it will not participate in schools of choice pursuant to Section 105 of the State School Aid Act, MCL 388.1705. A Constituent District may, in its sole discretion, participate in schools of choice pursuant to Section 105c of the State School Aid Act, MCL 388.1705c.
- 15. Enrollment of Other Students.** Except as expressly stated in Paragraph 14, nothing in this Agreement is intended to limit a Constituent District from operating any lawful program and enrolling and counting students in any program in any manner permitted under the State School Aid Act, MCL 380.1601 et seq., including an alternative education program.
- 16. Continued Enrollment.** A student enrolled pursuant to this Cooperative Agreement will be permitted to continue enrollment in the enrolling Constituent District unless the student withdraws, is expelled, is no longer a resident of any participating Constituent District, or the student has been chronically absent in the preceding school year and the enrolling Constituent District determines that continued enrollment is not in the student's best interests. Termination of this Cooperative Agreement or a Party's decision to opt out of this Cooperative Agreement will not affect a student's enrollment status.
- 17. Other Non-Resident Students.** Unless otherwise expressly stated in this Cooperative Agreement, this Cooperative Agreement does not affect the right or ability of any Constituent District to enroll a non-resident student as authorized by law.
- 18. Dispute Resolution.** If a Party believes another Party has violated this Cooperative Agreement, the Party claiming breach will provide written notice to the breaching Party of the alleged breach, and the breaching Party will have 30 days to cure the breach. If the alleged breach is not cured to a Party's satisfaction, the Parties will identify a mutually agreeable mediator and participate in good faith in facilitative mediation to attempt to resolve the dispute. If, following mediation, a Party is not satisfied with the resolution of the dispute, the Party may seek any relief available at law.
- 19. Effective Date and Duration.** This Cooperative Agreement is effective through the end of the 2028-2029 school year. The Parties will annually review this Cooperative Agreement. Failure to opt-out of this Cooperative Agreement pursuant to its terms constitutes continuing approval of the Cooperative Agreement.
- 20. Termination & Opt Out.** A Constituent District may terminate its participation in this Cooperative Agreement for a school year after the 2026-2027 school year by providing written notice to all other Parties no later than April 1 prior to the effective date of Termination. Upon timely notice of termination, the terminating Constituent District will no longer be a party to this Cooperative Agreement, effective at the end of the then-current

school year. Termination will not affect the enrollment status of any student who enrolled pursuant to this Cooperative Agreement.

21. Non-Resident Students Enrolled Prior to this Cooperative Agreement. This Cooperative Agreement does not affect the enrollment status of any student previously enrolled in a Constituent District pursuant to a previous reciprocal inter-district schools-of-choice arrangement. To the extent required by law, the Parties authorize each other to count non-resident students in membership who enrolled under previous reciprocal inter-district choice arrangements. A Constituent District may choose to require students previously enrolled pursuant to a previous reciprocal inter-district schools-of-choice arrangement to apply for enrollment under this Agreement. Those students will be given priority in the event a lottery is used.

22. Third-Party Beneficiaries. The Parties do not intend to designate any third party, including without limitation, any student who may seek enrollment under this Cooperative Agreement, as a beneficiary of this Cooperative Agreement, and the parties expressly disclaim the existence of any third-party beneficiaries.

23. Entire Agreement. This Cooperative Agreement is the entire agreement between the Parties. It supersedes any prior representation or previous agreement, whether oral or written, concerning the subject matter of this Cooperative Agreement.

24. Estimated Student Participation. The parties estimate that approximately [REDACTED] students will enroll under this Cooperative Agreement annually. The parties recognize that this estimate may be significantly different than the actual number of students who enroll under this Cooperative Agreement.

25. Modifications in Writing. This Cooperative Agreement, including this paragraph, may not be waived or modified by any Party unless the waiver or modification is in writing signed by all Parties.

26. Choice of Laws. This Cooperative Agreement will be construed, performed, and enforced under Michigan law.

The undersigned parties understand and agree to the terms of this Cooperative Agreement and represent that they are authorized by their respective board of education to execute this Cooperative Agreement.

Nathan Bootz, Interim Superintendent, Alba Public School
Terry Starr, Superintendent, Bellaire Public Schools
Amiee Erfourth, Superintendent, Benzie County Central Schools
Jessica Harrand, Superintendent, Buckley Community Schools
Brent Miller, Superintendent, Crawford School - Excelsior District #1
Bryan McKenna, Superintendent, Elk Rapids Public Schools
Mike Moran, Superintendent, Forest Area Community Schools
Jeff Tousley, Superintendent, Frankfort-Elberta Area Schools
Jason Misner, Superintendent, Glen Lake Community Schools
Rick Heitmeyer, Superintendent, Kalkaska Public Schools
Josh Rothwell, Superintendent, Kingsley Area Schools

Ryan Huppert, Superintendent, Leland Public Schools
Tina Frolo, Superintendent, Mancelona Public Schools
Neil Wetherbee, Superintendent, Northport Public School
Casey Petz, Superintendent, Suttons Bay Public Schools
Dr. John VanWagoner, Superintendent, Traverse City Area Public Schools