

NELSON COUNTY COHORT INTER-LOCAL COOPERATION AGREEMENT

original → Troy
6/13/19

WHEREAS, the parties to this agreement deem it mutually advantageous to provide services, programs, and facilities to the residents of their respective school districts including but not limited to those provided through a Regional Career Academy to be known as Launch Point Academy; and

WHEREAS, a Regional Career Academy is defined as an all-day learning environment established in partnership with multiple school districts, and two career and technical centers in Nelson and Marion counties, postsecondary partners and business and industry partners where students participate in a combination of academic and career and technical education classes in order to expand career pathway studies available to students in the partnering school districts; and

WHEREAS, these services can best be provided through joint effort pursuant to an inter-local cooperation agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOW:

DEFINITIONS:

"All-Day Learning Environment" - CTE pathway and core-curricular offerings with Post-secondary dual credit programs designed on a student-by-student basis

"Enrollment" - that population of any given party's high school student population As determined on the 3rd fall calendar month of the preceding school year

"Fiscal Agent" - shall be Nelson County Public Schools

"Steering Committee" - the governing board providing guidance and oversight to Regional Career Academy.

1. The parties to this agreement are the Bardstown City Schools, LaRue County Public Schools, Marion County Public Schools and Nelson County Public Schools (hereinafter "the schools").
2. This Agreement is entered into by the parties pursuant to the provisions of KRS 65.210 through KRS 65.300 and the parties, pursuant to this Agreement, may jointly exercise any or all of the powers and privileges conferred upon inter-local cooperative agreement participants by those statutes.
3. This Agreement shall be administered by the Steering Committee composed of one (1) representative of each party, who shall be its superintendent (or his/her designee); one (1) representative from each of the two Launch Point Academy locations, who shall be the principal; one representative from Elizabethtown Community and Technical College, who shall be the president, or Provost/CAO; and four (4) business and industry representatives, who shall be selected by each District, one (1) from each District in Bardstown, and Larue, Marion and Nelson Counties. Unless otherwise provided by law,

the Board shall act pursuant to a favorable vote of majority of its members present at the meeting consisting of a quorum.

4. The Steering Committee shall be responsible for the general control and management of the two Launch Point Academy locations and such other programs or activities as it may from time to time undertake, all to be consistent with the provisions of the Kentucky Revised Statutes, the regulations of the State Board of Education, and the mission of Launch Point Academy. Notwithstanding any provision in this Agreement, all personnel working in either Launch Point Academy location shall remain under the direction and control of his or her employing agency or school district. The Launch Point Academies are all-day learning environments established with multiple school districts, two state operated career and technical centers, post secondary partners, and business and industry partners designed to graduate students with the academic and employability skills needed to have a competitive advantage in the global economy and for regional high-demand, high-wage occupations.
5. The Steering Committee may from time to time enter into contracts with other persons or entities to obtain goods or services for the two Launch Point Academy locations and such other programs as it may from time to time undertake, in a manner consistent with the Kentucky Model Procurement Code.
6. The Steering Committee shall have general responsibility for the receipt, disbursement, and accountability for any funds it receives for execution of this Agreement. The fund accounts shall be initially maintained by the Fiscal Agent under a separately coded account. All Launch Point Academy accounts shall be subject to such audit requirements as mandated by the Kentucky Department of Education.
-  7. Unless otherwise determined by subsequent agreement of their Boards of Education, the parties shall share the costs and expenses incurred by the Board on a pro rata basis determined by dividing the cost and expenses by the number of participating parties. During its first year of operation, the parties (Bardstown, Larue, Marion) shall contribute Five Thousand Dollars (\$5,000) and Nelson shall contribute Ten Thousand Dollars (\$10,000) toward the coordinator position and the parties (Bardstown, Larue, Nelson) shall contribute Ten Thousand Dollars (\$10,000) toward the operation of the Nelson County location of Launch Point. This obligation shall be re-evaluated annually by the Steering Committee but shall continue for the second through fifth years of Launch Point Academy unless a party notifies the other parties of its intent to withdraw in accordance with paragraph 10.
8. Unless otherwise determined by subsequent agreement of their Boards of Education, the Bardstown, Larue and Nelson parties shall share the costs and expenses incurred by the PLTW Engineering Program on a pro rata basis determined by dividing the cost and expenses by the participating schools enrollment percentage of participating parties. All other programs shall be shared among all of the participating districts. If donations are received from sponsoring businesses and the Steering Committee approves, the per-district contribution may be lowered on a per percentage basis.
9. All member districts shall be involved in the interviewing and hiring process of the Coordinator and the Project Lead The Way (PLTW) Engineer hired for the Launch Point Academy. Employees shall be hired by the Fiscal Agent but the Steering Committee

shall conduct an annual performance review of those employees and provide that information to the Fiscal Agent. The district by whom the Coordinator is employed shall be responsible for the payment of the Coordinator's salary and benefits and shall submit regular invoices to the Steering Committee for reimbursement of the salary and benefits related to the Coordinator's services to the Academy.

10. The term of this Agreement shall be from July 1, 2019 through June 30, 2020 and shall thereafter renew automatically for one year terms until terminated by the Board of Education of each respective school district being a party hereto.

A party to this Agreement may withdraw effective June 30 of the year following written notice of its intent to do so to each other party given no later than June 15 of the year prior to the year in which it intends to withdraw. The remaining parties to the Agreement shall have until June 30 following such notice (i.e. 15 days) as an extended "grace period" in which to determine their willingness to remain a party to the Agreement or notify their intent to withdraw.

A withdrawing member shall remain responsible for its share of any debts or obligations incurred by the Steering Committee prior to the June 30 effective date of its withdrawal.

11. The Steering Committee may enter into and terminate leases and enter into such other contracts and agreements as allowed by law.
12. Any property, real, personal, or mixed acquired by the Steering Committee shall be deemed property of the Kentucky Department of Education (KDE), unless otherwise agreed by KDE and the Steering Committee.
13. Upon expiration or dissolution of this Agreement, any property held by the Launch Point Academy shall be conveyed or distributed to the parties in proportion to the amount of the money contributed by them for its acquisition, improvement, and maintenance, all as reflected in the financial records of the Academy.
14. Upon the withdrawal of a party pursuant to paragraph 10 of this Agreement, that party may dispose of its interest in the property of the Board in any manner consistent with applicable law and approved by the majority vote of the remaining Steering Committee members. If no such approval is given, the withdrawing member's property interest shall continue to be held by the Academy in trust for that party and it shall receive its portion of the Academy's property upon expiration or dissolution of the Agreement as provided in paragraph 13.
15. Additional Kentucky school districts may become parties to this Agreement upon unanimous approval by the Steering Committee through an amendment to this Agreement accepting the new district as a party to this Agreement.
16. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS WITHIN THE COMMONWEALTH OF KENTUCKY.

17. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect for any reason, that such invalidity, illegality or unenforceability shall not affect any other provision hereof. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.
18. This Agreement constitutes the entire, sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.
19. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall be held to include the plural and vice versa unless the context requires otherwise.
20. No modification, amendment or waiver of any portion of this Agreement shall be effective unless it is in writing and signed by the party against whom such modification, amendment or waiver is sought to be enforced.
21. This Agreement shall become effective upon execution by the members and approval by the Commissioner of Education of the Commonwealth of Kentucky and by the Attorney General of the Commonwealth of Kentucky.

IN WITNESS THEREOF, the parties by their authorized representatives, have executed this Agreement on the dates set forth below.

BARDSTOWN INDEPENDENT SCHOOLS

By: _____ Title: _____ Date: _____

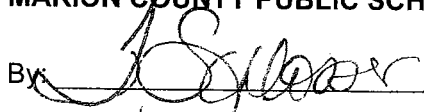
Date approving resolution approved by Board of Education: _____

LARUE COUNTY PUBLIC SCHOOLS

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

MARION COUNTY PUBLIC SCHOOLS

By:  Title: Superintendent Date: 6-13-19

Date approving resolution approved by Board of Education: 6-13-19

NELSON COUNTY PUBLIC SCHOOLS

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

APPROVED BY:

KENTUCKY DEPARTMENT OF EDUCATION

Wayne Lewis Jr., Ph.D.
Commissioner of Education

Date: _____

ATTORNEY GENERAL

Andy Beshear
Attorney General, Commonwealth of Kentucky

Date: _____