

2021-2022
Memorandum of Agreement
between
Elizabethtown Independent School District
and
LaRue County School District

WHEREAS, the parties to this Agreement deem it mutually advantageous to provide services, programs, and facilities to the residents of their respective school districts for the purpose of providing access to a greater variety of career pathway coursework and experiences; and

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1) The parties to this agreement are Elizabethtown Independent Schools and the LaRue County Public Schools (hereinafter “the districts”).
- 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 the agreement, may jointly exercise any or all of the powers and privileges conferred upon interlocal cooperative agreement participants by those statutes.
- 3) The district for which a particular career pathway program is physically located will administer this agreement as it applies to governance of said program.
- 4) Each school district shall be responsible for the general control and management of the 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 the respective school district. Notwithstanding any provision in this Agreement, all personnel working in the programs associated with this Agreement will work under the direction and control of the local school district.
- 5) The local Board may from time to time enter into contracts with other persons or entities for assistance in the managing and operating the programs as it may from time to time undertake.
- 6) The local Board shall have general responsibility for the receipt, disbursement, and accountability for any funds it receives for execution of this Agreement.
- 7) An advisory panel will be established to provide guidance around pathway development, scheduling options, work-based learning experiences, community partnerships, or other logistics or program development needs for the specific programs

for which the two districts are partnering. The advisory panel will have representation from each district's central office, high school, and middle school when applicable.

8) Each district will be invited to send representatives to each CTE pathway advisory group to which their students are enrolled.

9) Introductory course seats in each program will be determined annually based on available space. Each district agrees to enroll students that have demonstrated a genuine interest in the pathway and for whom there is a reasonable expectation of success in the program. Introductory students should be incoming grade 9 or 10 students. Incoming 11th graders may be considered on a case-by-case basis under mutual agreement of each district. Incoming 12th graders will only be considered under exceptional circumstances under mutual agreement of each district. Once enrolled in the program, every effort will be made to allow a student in good standing to complete the program.

10) Each district will pay to provide the services, programs, and opportunities mentioned in this agreement from its own budget, except as outlined in this paragraph or as the parties may otherwise agree. As long as the difference between the total number of student class enrollments from each district is no more than 5 students, no fee will be assessed. If the difference is greater than 5 students the district receiving the greater number of class enrollments may assess a \$100 per class enrollment fee for the number of students that are beyond this agreed upon difference. Enrollment for this determination will be run as of October 15. Students solely enrolled in co-op will not be factored into this count.

11) The term of this Agreement shall be from July 1, 2021 through June 30, 2022 and shall renew automatically for one year terms, subject to the termination provision in paragraph 14.

12) A. Unilateral Termination

1. Either district may withdraw as of June 30 of any year if it has provided written notice of its intent to do so to each other party by May 31 of the same year.
2. Written notice shall be sent to the current superintendent of the other district by regular mail or email.
3. Email shall be considered received on the date it is sent. Postal mail shall be considered received in a timely manner if it is postmarked by May 31, even if received after that date.

B. Mutual Termination

1. The districts may mutually terminate the agreement by approval of the Board of Education of each district.
2. Mutual termination of the Agreement may occur at any time as long as the Boards of both districts approve termination.

13) 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.

14) 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.

15) 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.

16) 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.

17) The Agreement shall become effective upon execution by the members of each district.

18) The district purchasing goods or services or real or personal property under this Agreement shall be solely responsible for acquiring the goods, services, or property it purchases, and all such property shall be held in that district's name. The district shall also have primary responsibility for disposing of such property for the duration of the Agreement and upon termination of the Agreement.

19) This agreement shall be amended or modified by mutual agreement of the parties. Any amendment or modification shall be in writing, signed and duly approved by the Boards of both districts.

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

Elizabethtown Independent Schools

By:_____ Title:_____ Date:_____

Date approving resolution approved by Board of Education:_____

LaRue County Schools

By:_____ Title:_____ Date:_____

Date approving resolution approved by Board of Education:_____