

REGIONAL COLLABORATIVE CAREER ACADEMY INTERLOCAL COOPERATION AGREEMENT

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 Collaborative Career Academy; 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 the Carroll County Public Schools, the Gallatin County Public Schools, the Henry County Public Schools, the Owen County Public Schools, and the Trimble County Public Schools (the Schools).
2. This Agreement is entered 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 interlocal cooperation agreement participants by those statutes.
3. This Agreement shall be administered by a Board composed of the one representative of each party, who shall be its superintendent. The Board shall be known as the Regional Career Academy Board. Unless otherwise provided by law, it shall act pursuant to a favorable vote of a majority of its members.
4. The Board shall be responsible for the general control and management of the Academy 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 the Academy. The Academy is a regional high school 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 Board may from time to time enter contracts with other persons or entities for assistance in managing and operating the Academy and such other programs as it may from time to time undertake.
6. The Board shall have general responsibility for the receipt, disbursement, and accountability for any funds it receives for execution of this Agreement.
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 costs and expenses by the number of participating parties. During its first year of operation, the parties shall contribute Seventy Five Thousand Dollars (\$75,000) toward the

operation of the Academy, but shall be obligated to contribute no more than that sum in the first year. This obligation shall continue for the second through fifth years unless a party notifies the other parties of its intent to withdraw in accordance with paragraph 9.

8. The term of this Agreement shall be from March 1, 2015 through June 30, 2016 and shall thereafter renew automatically for one year terms until terminated by the Board.
9. A party to this Agreement 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 June 30 of the year prior to the year in which it intends to withdraw. A withdrawing member shall remain responsible for any debts or obligations incurred by the Board prior to the June 30 effective date of its withdrawal.
10. The Board may purchase and sell real estate, enter and terminate leases, and make any and all such other contracts and agreements as it is allowed by law to enter.
11. Any property, real, personal, or mixed acquired by the Board shall be held in trust for the parties, which fact shall be declared and explained in any instruments relating to the ownership of the property interest.
12. Upon expiration or dissolution of this Agreement, any property held by the Board shall be conveyed 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 Board.
13. Upon the withdrawal of a party pursuant to paragraph 9. 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 remaining parties in writing. If no such approval is given, the withdrawing member's property interest shall continue to be held by the Board in trust for the party and it shall receive its portion of the Board's property upon expiration or dissolution of the Agreement as provided in paragraph 12.
14. Additional Kentucky public school districts may become parties to this Agreement upon unanimous approval by the Board of an amendment to this Agreement accepting the new district as a party to this Agreement.
15. 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.

CARROLL COUNTY PUBLIC SHOOOLS

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

GALLATIN COUNTY PUBLIC SCHOOLS

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

HENRY COUNTY PUBLIC SCHOOLS

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

OWEN COUNTY PUBLIC SCHOOLS

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

TRIMBLE COUNTY PUBLIC SCHOOLS

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

Approved:

KENTUCKY DEPARTMENT OF EDUCATION

_____ Date: _____

Terry Holliday, Ph.D.
Commissioner of Education

ATTORNEY GENERAL

_____ Date: _____

Jack Conway
Attorney General, Commonwealth of Kentucky