

Breathitt County ATC Health Care Academy Inter-Local 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 Career Academy; and

WHEREAS, a Regional Career Academy is defined as an all-day learning environment established in partnership with multiple school districts, a locally-operated and/or state-operated career and technical center, 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 FOLLOWS:

- 1.) The parties to this agreement are Breathitt County School District and Jackson City Independent School District. (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 the 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 a board composed of the one (1) representative of each party, who shall be its superintendent; one (1) representative from Breathitt Area Technology Center, who shall be principal; one (1) representative from Hazard Community and Technical College System (HCTC), who shall be vice president, advancement and organizational development; one (1) representative from Morehead State University (MSU), who shall be Eagle Scholars Program Director; two (2) representatives from Juniper Health, who shall be CEO and Director of Human Resources of Juniper Health; one (1) representative from Kentucky River Medical Center, who shall be Director of Nursing and one (1) representative from Breathitt County Chamber of Commerce, who shall be President. The Board shall be known as The Breathitt County ATC Academy Steering Committee. Unless otherwise provided by law, the Board shall act pursuant to a favorable vote of a majority of its members present at a meeting consisting of a quorum.

Commented [SL-DoTSaF1]: The Academy's steering committee will be for all programs that fall under the academies model, not just healthcare.

Commented [SL-DoTSaF2]: Do you want to keep the quorum requirement at 9 or go with a simple majority, which is how a quorum is typically defined?

- 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. Notwithstanding any provision in this Agreement, all personnel working in the Academy shall remain under the direction and control of his or her employing agency or school district. The Academy is an all-day learning environment established with multiple school districts, the locally operated career and technical center, postsecondary 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 Board may from time to time enter contracts with other persons or entities for assistance in the 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 items included but not limited to facilities, instructors, equipment, software, technology, curriculum or any other resource deemed necessary for the successful operations of the academy. During its first year of operation, the parties (Breathitt County and Jackson City) shall contribute Zero Dollars (\$0) toward the operation of the Breathitt County ATC Health Care Academy. This obligation shall contribute 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 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.
- 9.) A party to this Agreement may withdraw as of June 30th of any year if it has provided written notice of its intent to do so to each other party by June 30th of the year prior to the year in which it intends to withdraw. A withdrawing member shall remain responsible for any obligations incurred by the Board prior to the June 30th effective date of its withdrawal.
- 10.) The Board may 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 deemed property of the Kentucky Department of Education (KDE), unless otherwise agreed by KDE and the Board.
- 12.) Upon expiration or dissolution of this Agreement, any property held by the Board shall be conveyed to the parties in the 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 the 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.

Breathitt County Public Schools

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

Jackson City Independent Schools

By: _____ Title: _____ Date: _____

Date approving resolution approved by Board of Education: _____

APPROVED BY:

**Interim KY Department of Education Interim Commissioner of
Education – Kevin C. Brown**

_____ Date: _____

Attorney General – Daniel Cameron

_____ Date: _____