



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

CHRIS GORMAN
ATTORNEY GENERAL

March 16, 1994

FRANKFORT
40601

Stan Riggs
Executive Director
Kentucky Educational Development Corporation
904 W. Rose Road
Ashland, KY 41102-7104.

Dear Mr. Riggs:

Enclosed is the amended agreement executed under the provisions of the Interlocal Cooperation Act (KRS 65.210 to KRS 65.300) by various school districts comprising the Kentucky Educational Development Corporation.

The amended agreement was signed by Assistant Deputy Attorney General Ann M. Sheadel, pursuant to KRS 65.260(2), on March 16, 1994.

Please note the provisions of KRS 65.290 which require that a certified copy of the agreement be filed with the Kentucky Secretary of State and the county clerks of the counties where the governmental units involved in the agreement are located.

Sincerely,

CHRIS GORMAN
ATTORNEY GENERAL

Thomas R. Emerson
Assistant Attorney General
(502) 573-7600

TRE:sjj

Enclosure

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT OF
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

THIS AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT (the "Amendment" or "Amended Agreement") is entered by and among the Superintendents and Members of the Board of Directors of KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC) as of the 16th day of February, 1994, as follows:

W I T N E S S E T H :

WHEREAS, certain Kentucky School Districts ("Participating Districts"), shown by EXHIBIT "A" attached herein, entered into an Interlocal Cooperation Agreement ("Original Agreement") effective July 1, 1978, pursuant to the provisions of Section 65.210 through 65.300 of the Kentucky Revised Statutes (the "Interlocal Cooperation Act" or the "Act") which Original Agreement was approved by the Attorney General of the Commonwealth of Kentucky under date of September 8, 1978, and which was filed with the Secretary of State of Kentucky and the appropriate County Court Clerks pursuant to the provisions of the Act, and

WHEREAS, the Participating Districts deemed it mutually advantageous to provide certain services, programs, and facilities to the children of their respective school districts through the utilization of a cooperative organization to be known under the Original Agreement as Eastern Kentucky Educational Development Corporation ("EKEDC") and now known as Kentucky Educational Development Corporation ("KEDC") and

WHEREAS, by the mutual agreement represented by said Original Agreement, the services, programs, and facilities to be collectively provided were stated to be (a) to provide and to improve management practices for more cost-effective service for the Participating Districts, (b) to develop a program of leadership development which will address itself to new and innovative approaches to

education and (c) to advance the educational standards of all children throughout the Commonwealth of Kentucky, and

WHEREAS, as required under the Act, the then Superintendent of Public Instruction, approved the creation of EKEDC and the creation of the governing body of said EKEDC as the superintendents of the Participating Districts ("Board of Directors"), whose membership may change from time to time as provided for herein in Articles IX and XI of the Original Agreement, acting in concert to govern the affairs and business of Eastern Kentucky Educational Development Corporation, and

WHEREAS, the Board of Directors of KEDC has determined that it is necessary and desirable for the purposes of KEDC to: i) acquire, construct, reconstruct, renovate and improve certain building facilities for and on behalf of KEDC consisting of the acquisition, construction and equipping of a central office or headquarters facilities; and ii) acquire by purchase or lease, equipment, furniture and fixtures for use by KEDC staff and/or the Board of Directors in fulfilling the purpose of KEDC, collectively to be referred to as "Project", and

WHEREAS, the Board of Directors of KEDC has determined that it is necessary and desirable that the Original Agreement be amended to clearly provide the legal authority for KEDC to finance the Project and said Amendments have been approved pursuant to Section XII of the Original Agreement by a favorable two-thirds of the Board of Directors of KEDC at a regular meeting.

NOW, THEREFORE, IT IS AGREED BY THE PARTICIPATING DISTRICTS EXECUTING THIS AMENDMENT THAT THE ORIGINAL INTERLOCAL COOPERATION AGREEMENT BE AMENDED AS FOLLOWS:

DECLARATION OF INTENT

WHEREAS, the parties to this agreement deem it mutually advantageous to provide certain services, programs and/or facilities to the children of their respective school districts as subsequently provided herein; and

WHEREAS, by this mutual agreement, such services, programs and/or facilities can be provided better collectively rather than individually;

WHEREAS, the objectives of the Kentucky Educational Development Corporation (KEDC) are:

1. To provide participating districts with educational services for the child and to improve management practices for more cost-effective service for the districts.
2. To develop a program of leadership development which will address itself to new and innovative approaches to education.
3. To advance the education standards of all children in the Commonwealth of Kentucky.

WHEREAS, the Commissioner of Education has been consulted and concurs with the objectives of the Kentucky Educational Development Corporation and WHEREAS the Commissioner of Education has consistently endorsed the concept of local control of educational programs, and approves of the creation of a board of local Superintendents and/or University Presidents (or his/her designee) to cooperatively govern the Kentucky Educational Development Corporation.

NOW, THEREFORE, there is hereby created a cooperative administrative board composed of the local school Superintendents of the member school districts or the President (or his/her designee) of member universities to govern the Kentucky Educational Development Corporation.

The Conditions of the KEDC Interlocal Cooperation are as follows:

I. MEMBERS

The following school districts, and public universities, having taken the appropriate actions and having been approved by the Board of Directors to become a participating member in a cooperative effort and recorded said resolutions in the Board Minutes, shall initially constitute the participating members to this agreement.

Ashland Independent Schools
Augusta Independent Schools
Barbourville Independent Schools
Bath County Schools
Boyd County Schools
Bracken County Schools
Butler County Schools
Campbell County Schools
Carter County Schools
Caverna Independent Schools
Dayton Independent Schools
Edmonson County Schools
Elliott County Schools
Fairview Independent Schools
Fleming County Schools
Floyd County Schools
Gallatin County Schools
Glasgow Independent Schools
Greenup County Schools
Hardin County Schools
Harlan Independent Schools
Jackson Independent Schools
Johnson County Schools
Knox County Schools
Lawrence County Schools
Leslie County Schools
Lewis County Schools
Magoffin County Schools
Martin County Schools
Mason County Schools
Menifee County Schools
Middlesboro Independent Schools
Morehead State University
Morgan County Schools
Newport Independent Schools
Nicholas County Schools
Paintsville Independent Schools
Pike County Schools
Pikeville Independent Schools
Pineville Independent Schools
Raceland Independent Schools
Robertson County Schools
Rowan County Schools
Russell Independent Schools
Russellville Independent Schools
Silvergrove Independent Schools
Todd County Schools

Union County Schools
Warren County Schools
Whitley County Schools
Williamsburg Independent Schools

Membership may change from time to time as provided herein in Articles IX and XI.

II. GOVERNING BODY

This agreement shall be administered by the KEDC Board of Directors. The Board of Directors shall be composed of the Superintendents or Chief Administrators of the participating school districts and the President (or his/her Designee) of participating public universities listed under MEMBERS, and may be added to or deleted from as participation changes as provided herein in Articles IX and XI. Each member of the Board of Directors shall have equal voting power.

The Board of Directors shall have general control and management of such programs and services as it deems necessary for the promotion of innovative education and the general health and welfare of pupils, consistent with the State Constitution, Kentucky Revised Statutes and the rules and regulations of the State Board of Education. The Board of Directors shall have power to accept funds from both public and private sources, employ personnel, make purchases, and do all things necessary and proper to carry out the full intent and purposes of this agreement.

The Board of Directors shall select from its own members a slate of officers which shall consist of a Chairperson, and Chairperson- Elect. It shall be the responsibility of the Chairperson to conduct the meetings of the Board of Directors and appoint any necessary committees. An Executive Committee may be selected by the Board of Directors and will be composed of members of the Board of Directors of the Kentucky Educational Development Corporation.

The Board of Directors shall select an Executive Director of KEDC who will be the executive agent of the Board of Directors, but shall not be a member of the Board of Directors. The Executive Director will have general supervision, subject to the control of the Board of Directors, over the activities and operations of the KEDC and will be responsible for the everyday management of the business affairs of said organization. He will prepare, under the direction of the Board of Directors, all rules, regulations, by-laws and statements of policy for approval and adoption by the Board of Directors. He will submit to

the Board of Directors recommendations in regard to personnel management and shall otherwise conduct the affairs of KEDC as directed by the Board of Directors.

The Executive Director of KEDC will be designated as a Bonded Treasurer of the Board of Directors. He shall receive all moneys to which the Board of Directors is entitled and deposit such funds in the properly designated depository. He will prepare a balanced budget for the fiscal year for approval by the Board of Directors and he shall keep a full and complete account of all funds in such manner and make such reports concerning them as is required by the Board of Directors. He shall preserve all records relating to the transactions along with all funds in his hands and all accounts and records due for proper audit to be made by a competent outside agent on an annual basis.

The Executive Director shall issue his check on the depository for payment of all legal claims which have been authorized for payment in accordance with rules and regulations previously adopted by the Board of Directors. The Board of Directors, upon recommendation from the Executive Committee, shall appoint a person to co-sign checks with the Executive Director.

The Board of Directors shall also select a Secretary who is not a member of the Board of Directors. The Secretary shall keep the minutes, records and documents of the Board of Directors and perform other duties imposed upon him/her by the Board of Directors.

III. MEETINGS

The Board of Directors shall have not less than one (1) meeting every two (2) months at a place and time designated by the Board of Directors. The Directors of the Kentucky Educational Development Corporation or Chairman of the Board of Directors may call special meetings as deemed necessary by properly notifying members of the Board of Directors. Proper notification shall be by word of mouth or written notice not less than twenty-four (24) hours preceding the meeting.

A majority of the Board of Directors shall constitute a quorum for the transaction of business and motions can be favorably passed by a simple majority vote.

IV. KEDC EMPLOYEES

The Executive Director of KEDC shall submit to the Board of Directors recommendations in regard to personnel necessary to administer the affairs of the Corporation. The staff members shall be eligible to conditions of employment as outlined in the KEDC Employee Handbook.

V. PURPOSE

The basic purpose of this agreement is to provide a more expedient vehicle for providing participating districts with innovative educational programs and if KEDC serves as its own local education agency (LEA) then more services and materials can be provided per pupil for the money being expended.

VI. SELECTION OF PROGRAMS AND SERVICES

The Board of Directors of KEDC shall have the authority to select and determine the educational programs and services which will be provided.

VII. FINANCIAL RESPONSIBILITY

The Board of Directors shall have general responsibility for the receipts, disbursement and accountability of any funds for the execution of this agreement.

VIII. COSTS OF PROGRAMS AND SERVICES

Each Board of Education who is participating as a member of this agreement will pay an administrative cost which will be determined by the Board of Directors. School Districts using other services will pay cost per program as determined by the Board of Directors or any other methods of costing may be approved by the Board of Directors as necessary.

IX. TERM OF AGREEMENT

This agreement shall become effective July 1, 1978, and extend to June 30, 1979. The agreement shall be renewed automatically for subsequent fiscal years provided adequate funding is available.

Any member district or university desiring to discontinue participation may terminate their participation by providing written notification to the KEDC Board of Directors not less than thirty (30) days before June 30 of any year. Upon withdrawal of a participating school district or university, that school district or university shall forfeit all claim to any share of the real and personal property in the event of future dissolution of the KEDC.

X. JOINT PROPERTY

All personal and real property acquired under this agreement shall be considered the joint property of all participating districts and shall be held in trust by the members of the board of the KEDC providing proper declaration and explanation of the trust is in the deed instrument, and upon dissolution each participating district at the time of dissolution will receive its proportionate share of the real and personal property in accordance with their proportionate payment made to the securing of the property or properties.

XI. NEW MEMBERSHIP

Other school districts or public universities recognized by the Kentucky Department of Education may engage in this cooperative agreement by the passage of a resolution, shown by EXHIBIT "B" attached herein, complying with the conditions of this agreement. However, the addition of a new member district or university is subject to the approval of the KEDC Board of Directors.

XII. AMENDMENTS

An amendment to this Interlocal Cooperation Agreement can be made if said amendment receives a favorable vote from two-thirds of the Board of Directors membership at a regular meeting.

XIII. APPROVAL

This agreement shall become effective after approval and execution by the participating membership and upon approval by the Commissioner of Education and the Kentucky Attorney General.

Be it resolved that the Superintendents or the University Presidents (or his/her designee) serving as members of the Kentucky Educational Development Corporation Board of Directors do hereby enter into an Interlocal Cooperation Agreement to establish a separate administrative board as an entity for the Kentucky Educational Development Corporation.

IN TESTIMONY WHEREOF, witness the hands of the authorized agents of the respective participating agencies herein, to wit.

XIV. Approval of Debt Obligations.

The maximum indebtedness or liability which Kentucky Educational Development Corporation may at any time incur is unlimited, and its property shall not be used or applied except for the payment of its debts and liabilities lawfully incurred.

The Corporation shall incur no indebtedness or liability except upon a favorable vote from two-thirds of the membership of the Board of Directors at a regular meeting as reflected by the Corporation's records. In connection with the incurring indebtedness, such provisions may be inserted in the papers authorizing same as may be deemed necessary for the protection of the holders of such indebtedness and without limiting the generality of the foregoing, Kentucky Educational Development Corporation may issue or assume from time to time separate bond issues, notes or other evidences of indebtedness, including leases, with such separate or combined security and with such restrictions as the Board of Directors may deem for the best interest of the Corporation.

The private property of the members of the Board of Directors or the school districts, or the public universities, constituting the membership of said Board of Directors shall not be subject to or in any way liable for any debt or contract of Kentucky Educational Development Corporation

XV. Financing Agency Authorized

That for the purposes of acting as an agency and instrumentality of Kentucky Educational Development Corporation for financing purposes the Board of Directors is authorized to incorporate Kentucky Educational Development Finance Corporation (or such other designation as the Executive Committee of Kentucky Educational Development Corporation may determine) pursuant to the provisions of Section 58.180 of the Kentucky Revised Statutes; said Corporation hereinafter being referred to as the Finance Corporation.

The affairs and business of the Finance Corporation shall be conducted by its members, who shall constitute the governing body of the Finance Corporation, to be known as its Board of Directors and shall be the same persons who are at the time business is conducted the members of the Executive Committee of Kentucky Educational Development Corporation in accordance with the Bylaws of Kentucky Educational Development Corporation. Upon any member of the Board of Directors of the Finance Corporation ceasing to be a member of the Executive Committee of the Kentucky Educational Development Corporation, said person shall no longer be a member of the Finance Corporation's Board of Directors and his elected successor in office shall succeed him as a Director.

The officers of the Finance Corporation shall consist of a chairperson, a secretary, a treasurer, and such vice-chairpersons as the Board of Directors may elect; said officers need not be members of the Board of Directors of the Finance Corporation.

The members of the Finance Corporation shall act as a Board of Directors and shall have full power to make all Bylaws and to regulate the business of the Finance Corporation as will not be inconsistent with the provisions of its Articles of Incorporation, the laws of the Commonwealth of Kentucky or the Bylaws or Interlocal Cooperation Agreement of Kentucky Educational Development Corporation as from time to time amended.

IN WITNESS WHEREOF, the Superintendents of the participating Districts and the President (or his/her designee) of participating universities serving as Members of the Board of Directors and governing board of Kentucky Educational Development Corporation do hereby enter into this Amendment of the Original Interlocal Cooperation Agreement as follows; all as of the 16th day of February, 1994.

SECTION 4. THE INTENT OF THE TERMS, CONDITIONS, AND COVENANTS OF THE ORIGINAL AGREEMENT AND BYLAWS OF KEDC SHALL REMAIN UNAFFECTED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Superintendents of the participating Districts and the President (or his/her designee) of participating universities serving as Members of the Board of Directors and governing board of Kentucky Educational Development Corporation do hereby enter into this Amendment of the Original Interlocal Cooperation Agreement as follows; all as of the 16th day of February, 1994.

Superintendent, Ashland Independent Schools

Larry E. Kelsch
Superintendent, Augusta Independent Schools

James M. Egan
Superintendent, Barbourville Independent Schools

Bill R. Morgan
Superintendent, Bath County Schools

Dna Bramham
Superintendent, Boyd County Schools

Howard Hall
Superintendent, Bracken County Schools

James E. Casner
Superintendent, Butler County Schools

Superintendent, Campbell County Schools

Superintendent, Carter County Schools

Superintendent, Caverna Independent Schools

Paul Reijord
Superintendent, Fairview Independent Schools

David Barnett
Superintendent, Fleming County Schools

Steve Towle
Superintendent, Floyd County Schools

Superintendent, Gallatin County Schools

Superintendent, Glasgow Independent Schools

H. Oakwell
Superintendent, Greenup County Schools

Superintendent, Hardin County Schools

James H. Austin
Superintendent, Harlan Independent Schools

Superintendent, Jackson Independent Schools

Frank L. Hamilton
Superintendent, Johnson County Schools

John Malone
Superintendent, Dayton Independent Schools

Superintendent, Edmonson County Schools

Eugene S. Binnion
Superintendent, Elliott County Schools

Michael S. Forman
Superintendent, Lewis County Schools

Howard C. Wallace
Superintendent, Magoffin County Schools

William B. Stone
Superintendent, Martin County Schools

Felice Felice
Superintendent, Mason County Schools

Superintendent, Menifee County Schools

Dwight Allen
Superintendent, Middlesboro Independent Schools

Earl Reed
Superintendent, Morgan County Schools

W. L. Sullivan
Superintendent, Newport Independent Schools

Robert Wilkerson
Superintendent, Nicholas County Schools

Leon Burchett
Superintendent, Paintsville Independent Schools

James H. Humphreys
Superintendent, Knox County Schools

Eddie Michael
Superintendent, Lawrence County Schools

Richard P. R. R. R.
Superintendent, Leslie County Schools

Charles E. Zimmerman
Superintendent, Raceland Independent Schools

George W. Kirk
Superintendent, Robertson County Schools

D. Kay Ireland
Superintendent, Rowan County Schools

Superintendent, Russell Independent Schools

Gary Gye
Superintendent, Russellville Independent Schools

Superintendent, Silvergrove Independent Schools

Superintendent, Todd County Schools

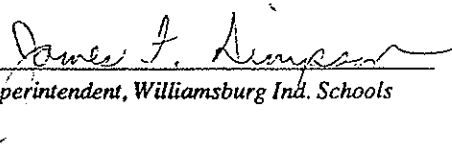
Superintendent, Union County Schools

Superintendent, Warren County Schools

Louise R. Anderson
Superintendent, Whitley County Schools



Superintendent, Pike County Schools



Superintendent, Williamsburg Ind. Schools



Superintendent, Pikeville Independent Schools

President, Morehead State University

Superintendent, Pineville Independent Schools

Interlocal Cooperation Agreement of the Kentucky Educational Development Corporation, amended February 16, 1994.

Approved as to form and legality, Thomas C. Boysen, Commissioner of Education of the Commonwealth of Kentucky.

Thomas C. Boysen

DATE 3/2/94

Approved as to form and legality, Chris Gorman, Attorney General of the Commonwealth of Kentucky.

Ann M. Deadel, Asst. Deputy A.G.

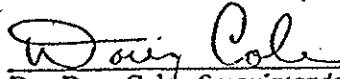
DATE March 16, 1994

EXHIBIT "A"

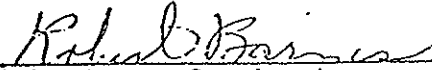
Original "EKEDC" Board of Directors, constituting participating membership as of July 1, 1978.



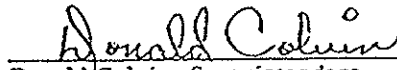
Charlie Akins, Superintendent
Hardin County Schools
Board Approval - Order No. 1993



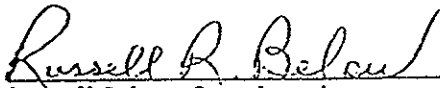
Dr. Doug Cold, Superintendent
Boyd County Schools
Board Approval - Order No. 10



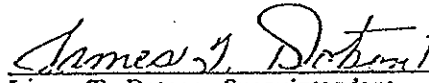
Robert Barnes, Superintendent
Kenton County Schools
Board Approval - Page No. 191



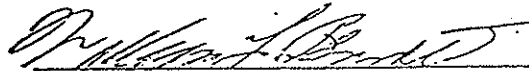
Donald Colvin, Superintendent
Bracken County Schools
Board Approval - Book No. 11



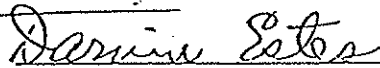
Russell Below, Superintendent
Campbell County Schools
Board Approval - Order No. 1263



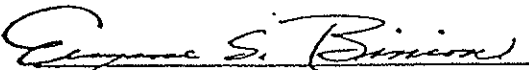
James T. Dotson, Superintendent
Fike County Schools
Board Approval - Item No. 11



William Bennett, Superintendent
Berea Independent Schools
Board Approval - No. IV - Page 63

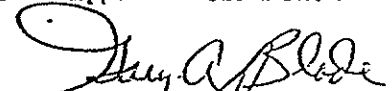


Darvin Estes, Superintendent
Bath County Schools
Board Approval - Order No. 306



Eugene Binion, Superintendent
Elliott County Schools
Board Approval - Order No. 9

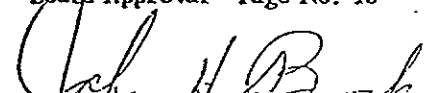
~~Signature~~
~~County Schools~~



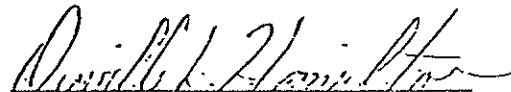
Dr. Gary Blade, Superintendent
Covington Independent Schools
Board Approval - Page No. 13



Pete Grigsby, Jr., Superintendent
Floyd County Schools
Board Approval - Order No. 2817



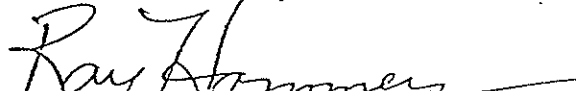
John Breck, Superintendent
Rowan County Schools
Board Approval - Minute No. 36



Orville Hamilton, Superintendent
Johnson County Schools
Board Approval - Date June 12, 1978



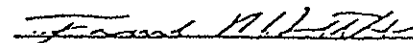
Charles Brown, Superintendent
Fleming County Schools
Board Approval - Order No. 129



Ray Hammons, Superintendent
Simpson County Schools
Board Approval - Order No. 177



Frank Burns, Director
University Breckinridge School
Board Approval - Date July, 1976



Frank Hatfield, Superintendent
Bullitt County Schools
Board Approval - Order No. 366

Harold Holbrook
Harold Holbrook, Superintendent
Carter County Schools
Board Approval - Order No. 7

Tilman L. Justt
Tilman Justt, Superintendent
Ashland Independent Schools
Board Approval - Order No. 9

Foster "Sid" Meade
Foster "Sid" Meade, Superintendent
Lewis County Schools
Board Approval - Motion No. 9

C. R. Norman
C. R. Norman, Superintendent
Boone County Schools

Logan Perry
Logan Perry, Superintendent
Russell Independent Schools
Board Approval - Item No. 591

Paul Relford
Paul Relford, Superintendent
Fairview Independent Schools
Board Approval - Order No. 425

Charles Straub, Jr.
Charles Straub, Jr., Superintendent
Mason County Schools
Board Approval - Unit No. 10765

Oran Teater
Oran Teater, Superintendent
Paintsville Independent Schools
Board Approval - Order No. 769

Rev. Robert Uelage
Rev. Robert Uelage, Superintendent
Diocese of Covington
Board Approval - Order No. 613

John Waddell
John Waddell, Superintendent
Pikeville Independent Schools
Board Approval - Order No. 171

Mack L. Wallace
Mack Wallace, Superintendent
Augusta Independent Schools
Board Approval - Minute No. 8-12-72

David L. Webb
David Webb, Superintendent
Edmonson County Schools
Board Approval - Motion No. 437

Bobby Joe Whitaker
Bobby Joe Whitaker, Superintendent
Montgomery County Schools
Board Approval - Minute No. 178

Herald Whitaker
Herald Whitaker, Superintendent
Magoffin County Schools
Board Approval - Order No. 110

Paul Wright
Paul Wright, Superintendent
Lawrence County Schools
Board Approval - Order No. 24

EXHIBIT "B"

RESOLUTION

The _____, meeting this _____ day of _____, _____, has approved the _____ School District as a participating member of the Kentucky Education Development Corporation (KEDC), a Kentucky cooperative providing educational related services to local school districts in the Commonwealth of Kentucky, and hereby agree to comply with the Interlocal Cooperation Agreement and By-laws of the KEDC, as from time to time amended.

The level of participation with the Kentucky Educational Development Corporation (KEDC), and the costs associated with this participating membership, is identified in the "Participation Renewal Form", and associated "Contracts", to be approved separately and annually, and may change from year to year.

Signature: _____
Superintendent of Schools

Signature: _____
Secretary to the Board of Education

Signature: _____
Chairman, Board of Education