

AGREEMENT TO ESTABLISH
A BOARD OF COOPERATIVE HIGHER EDUCATIONAL SERVICES

Pursuant to Wyoming Statute §§ 21-20-101 et seq., the Board of Trustees of Northern Wyoming Community College District, State of Wyoming, with its central administration office located in Sheridan, Wyoming, hereinafter the “College”; Board of Trustees of Sheridan County School District No. 1, with its central administration office located in Ranchester, Wyoming, hereinafter the “SCSD #1”; and the Board of Trustees of Johnson County School District No. 1, with its central administration office located in Buffalo, Wyoming, hereinafter the “JCSD #1”, hereby enter into this agreement for the purpose of working together and cooperating to provide educational services, including but not limited to post-secondary educational services, vocational-technical education, adult education, and services for children with disabilities.

IN CONSIDERATION OF THE MUTUAL COVENANTS PASSING BY AND BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Creation of Board of Cooperative Higher Educational Services: The College, SCSD #1, and JCSD #1 hereby form a Board of Cooperative Higher Educational Services to be known by the name of “Sheridan / Johnson” Board of Cooperative Higher Educational Services”, hereinafter referred to as the “Board.” The Board is created for any lawful purpose as defined within Wyo. Stat. Ann. § 21-20-102 (West 2022), as amended from time to time.
2. Length of Term of Agreement: The duration of this agreement shall be perpetual, subject to provisions contained herein relative to withdrawal or termination.
3. Rights, Responsibilities and Obligations: The College, SCSD #1, and JCSD #1 shall have equal right of access, benefit and use of the materials and services

provided by the Board. In addition, all parties to the agreement shall have all rights, responsibilities and obligations as provided by the Board of Cooperative Educational Services Act, WYO. STAT. ANN. § 21-20-101 et seq., as amended from time to time.

4. Services to be Rendered: The educational services to be provided by the Board include, but are not limited to, cooperative services between the member districts and college.

5. Procedure for the Establishment of Additional Services: Any additional services to be performed by the Board shall be by written amendment to this agreement which requires a majority vote of the Board of Trustees of each party to this agreement.

6. Members of the Board: The Board shall be composed of seven members. Three members shall be appointed from the Board of Trustees of the College. Two members shall be appointed from the Board of Trustees of the SDSC #1. Two members shall be appointed from the Board of Trustees from the JCSD #1. Board member terms for initial appointments and member appointments thereafter, shall be conterminous with their respective term of office on the board of their participating district. The Board of Trustees of each participating district shall be responsible for the replacement of any vacancy which shall occur on the Board.

7. Organizational Meeting: Promptly upon the appointment of its members, the Board shall meet, organize, and elect from its membership officers as provided by WYO. STAT. ANN. § 21-20-105 (West 2022). Each officer's term of office shall be for one year unless their term of office as a school board member expires earlier.

8. Powers: The Board is vested with all powers and duties as prescribed by the Boards of Cooperative Educational Services Act, WYO. STAT. ANN. § 21-20-101, et seq., as amended from time to time.

9. Procedure for Inclusion of Additional Members: The board of trustees of any organization permitted by statute to join the Board may apply to the Board by written request setting forth those cooperative educational services for which the applying board of trustees wishes to include. A majority vote from each board of trustees' party to this agreement shall be required before the applying district may be included. In the event of a favorable vote to include the applying board of trustees' school district, then an amendment to this agreement shall be executed specifying the status of the parties hereto as they relate to the additional board of trustees' school district and making such other adjustments to this agreement as may be necessary.

10. Amendment of Agreement: This agreement may be amended by a majority vote from the participating entities (with each individual board of trustees determining the vote of the entity)..

11. Liability: No individual member of the Board shall be personally liable for any action or procedure of the Board.

12. Meeting: At its first meeting and annually thereafter, the Board shall establish a regular meeting time and place. The Board shall meet quarterly and at other times as desired upon call of the Chair. Notice of the meeting, time, and place shall be given to the public as provided by law for meeting of the Board of Trustees of School Districts within the state. A majority of the duly appointed Board members shall

constitute a quorum for the transaction of business. No action shall be valid unless such action shall receive the approval of the majority of the Board members.

13. Fiscal Year: The Board shall operate on a fiscal year basis identical to that of the College.

14. Employees: The Board shall employ such employees as are necessary to carry out the purposes of this agreement which shall include technical, legal, administrative, clerical assistance, and the services of research and consulting agencies as needed. In the performance of its duties, the Board may utilize the services of any officer or employee of the parties to this agreement with the approval of the respective boards of trustees.

15. Reports to the Member Boards: The Board shall provide the parties to this agreement with copies of the minutes of each meeting, and in the event no meeting is held in any one month period, a monthly report of the status and activities of the Board. Upon request of any party to this agreement, the Board shall promptly furnish information, statistics and reports under its control and shall fully cooperate in all respects with the parties to this agreement.

16. Financing of Facilities, Equipment and Services: The services and operations of the Board shall be financed as provided by WYO. STAT. ANN. §§ 21-20-106 through 21-20-111, as may be amended from time to time.

17. Inventory of Equipment and Property: The Board shall at all times maintain a complete inventory of all property and equipment acquired by the Board and all such property and equipment shall be appropriately labeled for purposes of identification.

18. Withdrawal or Termination of the Agreement: This agreement may be terminated by a majority vote of the participating entities (with each individual board of trustees determining the vote of the entity).. Pursuant to WYO. STAT. ANN. § 21-20-110, one year advance notice must be provided by a participating entity before the withdrawal from the Board or withdrawal of any funding of any of the cooperative educational services provided under this agreement. Within 60 days after the date set for withdrawal of funding or termination of the agreement, the facilities, equipment, improvements and other property acquired, shall be distributed on any basis as agreed by the majority vote of the participating entities (with each individual board of trustees determining the vote of the entity). If such an agreement cannot be achieved by a majority of the participating entities within 90 days after the date set for withdrawal of funding or termination of the agreement, the property owned by the Board shall be distributed in kind and/or liquidated and distribution of the proceeds thereof to the parties of the agreement on the basis of a ratio established by use of the following formula:

$$\frac{\text{total of all funds contributed during the term of the agreement by the individual party to the agreement}}{\text{total of all funds contributed during the term of the agreement by all parties to the agreement}}$$

19. Authorization: The College, SCSD #1, and JCSD #1 each certify that it is entering this agreement after being duly authorized to do so according to law.

20. Effective Date: This agreement shall become effective upon the date when the final approval as required by law is obtained.

BOARD OF TRUSTEES,
NORTHERN WYOMING COMMUNITY COLLEGE
DISTRICT, STATE OF WYOMING

By: _____
Chair

ATTEST:

Clerk
Date: _____

BOARD OF TRUSTEES,
SHERIDAN COUNTY SCHOOL DISTRICT NO. 1

By: _____
Chair

ATTEST:

Clerk
Date: _____

BOARD OF TRUSTEES,
JOHNSON COUNTY SCHOOL DISTRICT NO. 1

By: _____
Chair

ATTEST:

Clerk
Date: _____

APPROVED:

WYOMING DEPARTMENT OF EDUCATION

By: _____

Date: _____

WYOMING COMMUNITY COLLEGE COMMISSION

By: _____

Date: _____