

AGREEMENT TO ESTABLISH BOARD  
OF COOPERATIVE EDUCATIONAL SERVICES

Pursuant to Wyoming Statute Sec. 21-20-101 et seq. (1977 Repub. Ed.), the Board of Trustees, Campbell County School District No. 1, with its central administration office located in Gillette, Wyoming, hereinafter the "District", and the Board of Trustees, Northern Wyoming Community College District, State of Wyoming, with its central administration office located in Sheridan, Wyoming, hereinafter the "College", 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, including but not limited to post secondary education, vocational-technical education, adult education and services for exceptional children.

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 Educational Services: The District and the College hereby form a Board of Cooperative Educational Services to be known by the name of the "Campbell County Board of Cooperative Higher Education Services", hereinafter referred to as the "Board". The Board

is created for any lawful purpose as defined within Wyoming Statute Sec. 21-20-102 (1977 Repub. Ed.) 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 of the District and the College: The District and the College shall have equal right of access, benefit and use of the materials and services provided by the Board. In addition, the District shall have all rights, responsibilities, and obligations as provided by the Boards of Cooperative Educational Services Act, Wyoming Statute Sec. 21-20-101, et seq., (1977 Repub. Ed.) as amended from time to time.

4. Service to be Rendered: The educational services to be provided by the Board include, but are not limited to, higher educational services.

5. Procedure for 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 the District and the College.

6. Members of the Board: The Board shall be composed of five members. Three members shall be selected by the

Board of Trustees of the District and two members shall be selected by the Board of Trustees of the College. Two of the initial members of the Board appointed by the District shall be appointed for a two year term and the third member shall be appointed for a three year term. Appointments thereafter shall be for a three year term. On the initial appointment by the College, one member shall be for a two year term and the other member shall be for a three year term. Appointments thereafter by the College shall be a three year term. The appointing Board of Trustees shall be responsible for the replacement of any vacancy which shall occur in an appointed position, which appointment shall be for the balance of the unexpired term..

7. Organizational Meeting: Promptly upon the appointment of its members, the Board shall meet, organize, and elect from its membership officers as provided for in Wyoming Statute Sec. 21-20-105 (1977 Repub. Ed.).

8. Powers: The Board is vested with all powers and duties as prescribed by the Boards of Cooperative Educational Services Act, Wyoming Statute Sec. 21-20-101, et seq. (1977 Repub. Ed.) 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 shall apply to the District and the College by

written request setting forth those cooperative educational services for which the applying Board wishes to be included. A majority vote of the Board of Trustees of the District and a majority vote of the Board of Trustees of the College shall be required before the applying district may be included and in the event the vote is favorable to include said district, then an amendment to this agreement shall be executed specifying the status of the parties hereto as they relate to the additional 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 of the Board of Trustees of the District and a majority vote of the Board of Trustees of the College.

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. Notice of that meeting, time and place, shall be given to the public as provided by law for meetings of the Board of Trustees of School Districts within this 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 District.

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 either of the parties 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 in Wyoming Statute Sec. 21-20-109 and Sec. 21-20-110

(1977 Repub. Ed.) 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 Agreement: This agreement may be terminated by a majority vote of the Board of Trustees of the respective parties. Pursuant to Wyoming Statute Sec. 21-20-110, one year advance notice must be provided by the participating Board of Trustees before the withdrawal of 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 of the Board of Trustees of the respective boards. If that agreement cannot be achieved, 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 District and the College on the basis of a ratio established by use of the following formula:

total of all funds contributed during the term of the agreement by the District or the College

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total of all funds contributed during the term of the agreement by both the District and the College.

The parties to this agreement shall receive distribution based upon their ratio of contribution.

19. Authorization: The District and the College each certifies that it is entering this agreement after being duly authorized to do so according to law.

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

BOARD OF TRUSTEES, CAMPBELL  
COUNTY SCHOOL DISTRICT NO. 1

By: \_\_\_\_\_

Larry Larson  
Chairman

ATTEST:

Clerk

Date: 8/22/89

Helen Swankin

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

By: \_\_\_\_\_

William E. Dougherty  
Chairman

ATTEST:

Clerk

Date: \_\_\_\_\_

APPROVED: WYOMING DEPARTMENT OF EDUCATION

By: *Audrey M. Collier*  
Date: 8/9/89

WYOMING COMMUNITY COLLEGE  
COMMISSION

By: *John H. McCreary*  
Date: 7-31-89



**Amendment to Agreement to Establish Board of Cooperative  
Higher Education Services**

Upon the application of Johnson County School District No. 1 to join the board of Cooperative Higher Education Services and the favorable vote of the Sheridan College Board of Trustees and the Campbell County School District Board of Trustees to accept Johnson County School District as a full member of the Board of Cooperative Higher Education Services, the following amendments shall be made to the original agreement to establish the Board of Cooperative Higher Educational Services:

Pursuant to Wyoming Statutes Sec. §21-20-101 et seq., the Board of Trustees, Campbell County School District No. 1, hereinafter "Campbell County School District," with its central office located in Gillette, Wyoming; the Board of Trustees, Northern Wyoming Community College District, hereinafter "Sheridan College," with its central office located in Sheridan, Wyoming; and the Board of Trustees of Johnson County School District No. 1, hereinafter "Johnson County School District," with its central administration office located in Buffalo, Wyoming, 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 exceptional children.

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: Campbell County School District, Sheridan College, and Johnson County School District hereby

continue the Board of Cooperative Educational Services which will continue to be known by the name of "The Board of Cooperative Higher Educational Services," hereinafter the "Board." The Board continues to exist for any lawful purpose as defined within Wyoming Statute Sec. § 21-20-102 as amended from time to time.

2. Length of Term of Agreement: No Changes.

3. Rights, Responsibilities and Obligation of Campbell County School District, Sheridan College, and Johnson County School District: Campbell County School District, Sheridan College, and Johnson County School District shall have equal right of access, benefit, and use of the materials and services provided by the Board. In addition, all members shall have all rights, responsibilities, and obligations as provided by the Boards of Cooperative Educational Services Act, Wyoming Statute Sec. §21-20-101, et seq., (1977 Repub. Ed.) as amended from time to time.

4. Service 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, and higher education services.

5. Procedure for 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 Boards of Trustees of Campbell County School District, Sheridan College, and Johnson County School District.

6. Members of the Board: The Board shall be composed of seven members. Three members shall be selected by Campbell County School District, two members shall be selected by Johnson County School District, and two members shall be selected by Sheridan College. Appointments to the Board shall be established yearly

by the Boards of Trustees of Campbell County School District, Sheridan College, and Johnson County School District. The appointing Board of Trustees shall be responsible for the replacement of any vacancy which shall occur in an appointed position, which appointment shall be for the balance of the unexpired term.

7. Organizational Meeting: Promptly upon the appointment of its members, the Board shall meet, organize, and elect from its membership officers as provided for in Wyoming Statute Sec. 21-20-101, et seq. (1977 Repub. Ed.) as amended from time to time.

8. Powers: No Changes

9. Procedure for Inclusion of Additional Members: No Changes

10. Amendment of Agreement: This agreement may be amended by a majority vote of each of the Boards of the member parties.

11. Liability: No Changes

12. Meeting: No Changes

13. Fiscal Year: No Changes

14. Employees: No Changes

15. Reports to the Member Boards: No Changes

16. Financing of Facilities, Equipment and Services: No Changes

17. Inventory of Equipment and Property: No Changes

18. Withdrawal or Termination of Agreement: This agreement may be terminated by a majority vote of the respective parties. Pursuant to Wyoming Statute Sec. § 21-20-101 et seq., one year advance notice must be provided by the participating Boards of Trustees before the withdrawal of 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 of the Boards of Trustees of the respective boards. If that agreement cannot be achieved, 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 on the basis of a ratio established by use of the following formula:

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

The parties to this agreement shall receive distribution based upon their ratio of contribution.

19. Authorization: Campbell County School District, Sheridan College, and Johnson County School District each certifies that it is entering this agreement after being duly authorized to do so according to law.

20. Effective Date: The effective date of this agreement shall be upon the approval of the amendment to the Agreement to Establish a Board of Cooperative Educational Services.

Board of Trustees, Campbell County School  
District No. 1

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

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Date

Board of Trustees, Northern Wyoming  
Community College District

By: Christy M. Wright Vice Chair

Attest:

Mavis K. Lowe  
Clerk

Feb 20, 2003  
Date

Board of Trustees, Johnson County School  
District No. 1

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date