

**RESTATEMENT OF THE AGREEMENT
TO ESTABLISH BOARD OF COOPERATIVE HIGHER EDUCATION SERVICES**

RECITALS

WHEREAS, the Board of Cooperative Higher Education Services (“BOCHES”) received from Sheridan County School District No. 1, Johnson County School District No. 1, and Northern Wyoming Community College District, notice that each of them has withdrawn from this BOCHES effective July 1, 2023 (“Withdrawals”);

WHEREAS, Campbell County School District No. 1 (“District”), as the sole remaining member of the BOCHES Board as of July 1, 2023, has accepted the Withdrawals, leaving the District as the sole remaining Board member;

WHEREAS, Gillette Community College District (“College”) Board of Trustees has requested to join BOCHES and the District Board of Trustees having accepted the College’s request to join; and

WHEREAS, the District and the College believe that educational services described herein can be provided more effectively through a cooperative effort.

NOW, THEREFORE, the District and the College (collectively the “Parties”) hereby Restate the Agreement to Establish Board of Cooperative Higher Education Services (“Agreement”) as follows:

AGREEMENT

Effective July 1, 2023, pursuant to Wyoming Statutes § 21-20-101 *et seq.*, the Board of Trustees of the District and the Board of Trustees of the College, hereby enter into this Agreement for the purpose of working together and cooperating to provide educational services as described herein.

In consideration of the mutual agreements between the Parties, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Board of Cooperative Educational Services.** The District and the College agree to operate together as described herein the Board of Cooperative Educational Services, previously formed under prior agreements, to be known by the name of the “Board of Cooperative Higher Education Services” or BOCHES, hereinafter referred to as the “Board”. The Board is created for any lawful purpose as defined in Wyoming Statute § 21-20-102, as amended from time to time.

2. **Length of Term of Agreement.** This Agreement shall be perpetual, subject to the provisions contained herein regarding withdrawal or termination.

3. **Rights, Responsibilities and Obligations of the Parties.** 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, W.S. § 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, postsecondary education, career and technical education, adult education and services for children with disabilities.

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. Appointments to the Board shall be established yearly by each of the Boards of Trustees to be selected at each of their annual organizational meetings or as they otherwise choose. 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 W.S. § 21-20-105, which include a chairman, vice-chairman, and treasurer, whose terms shall be for one year.

8. **Powers.** The Board is vested with all powers and duties as prescribed by the Boards of Cooperative Educational Services Act, W.S. § 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 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, with meetings held at least quarterly. 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 with the approval of the respective Boards of Trustees.

15. **Reports to the Member Boards.** The Board shall provide the Parties with copies of the minutes of each meeting. Upon request of either of the Parties, the Board shall promptly furnish information, statistics and reports under its control and shall fully cooperate in all respects with the Parties.

16. **Financing of Facilities, Equipment and Services.** The services and operations of the Board shall be financed as provided in W.S. §§ 21-20-109 and 110.

17. **Inventory of Equipment and Property.** The Board shall 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 either of the Parties. Pursuant to W.S. § 21-20-110, one-year's 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 a ratio based on the following formula:

All Funds Contributed Under this Agreement by the District or College

Divided By

Total of All Funds Contributed Under this Agreement by Both the District and College

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.

BOARD OF TRUSTEES OF
CAMPBELL COUNTY SCHOOL DISTRICT NO. 1

By: _____
Its: Chairman

Attest:

Clerk Date

BOARD OF TRUSTEES OF
GILLETTE COMMUNITY COLLEGE DISTRICT

By: _____
Its: Chairman

Attest:

Secretary Date