

ADULT VOCATIONAL EDUCATION AGREEMENT

THIS AGREEMENT This Agreement between the Board of Trustees of Carbon County School District One, whose address is 615 Rodeo Street, Rawlins, Wyoming 82301 ("School District") and the Board of Trustees of Carbon County Board of Cooperative Higher Educational Services, whose address is 1650 Harshman Street, Rawlins, Wyoming, 82301 ("CCBOCHES") is effective when all participants have approved and signed the Agreement. This Agreement will be reviewed on a biannual basis; it will remain in effect until modification is required/requested by CCBOCHES or School District.

RECITALS:

In November 2000, the School District submitted to the voters of Carbon County School District One a proposition to seek an additional special tax not to exceed one and one-half (1 ½) mills, to be levied for the purpose of maintaining a program of adult vocational education (sometimes referred to as "Adult Education", "Adult Education Program" or "Programs"). A majority of the votes cast in the election were in favor of such levy, and the additional special tax was levied commencing July 1, 2001, and continues to be levied for the purpose of maintaining a program for adult education.

CCBOCHES possesses the required experience, expertise, and structure for planning, developing, implementing, providing, and evaluating a program of adult education. It has provided such services to School District since July 27, 2001, and is desirous of continuing to provide such services for School District;

NOW, WHEREFORE, for and in consideration of the mutual covenants passing by and between the parties, the adequacy and receipt of such consideration being acknowledged, School District and CCBOCHES agree as follows:

1. **Establishment of Program of Adult Education.** School District has established a program of adult education in connection with the public schools of Carbon County School District One as authorized by W.S. §§ 21-12-101-104 [LexisNexis 2009, formerly 1999 Ed.].

2. **Agreement by CCBOCHES.** CCBOCHES agrees to plan, develop, implement, provide and evaluate the program of adult education established by the School District in accordance with the provisions of this Agreement. In providing the program of adult education, CCBOCHES shall fix fees and tuition rates for adult education courses, cooperate with School District, the State Department of Education, the State Board and the federal government in administering the program, and do all things necessary to promote the purposes of the vocational education provisions set forth in Chapter 12 of Title 21 [LexisNexis 2009, formerly 1999 Ed.] of the Wyoming Statutes.

3. **Services to be provided by CCBOCHES.** CCBOCHES shall provide the following services, consisting of the phases or components set forth below. The services shall be performed exercising the usual and customary professional care and skill that is necessary to provide an adult education program which will meet the needs and demands of Carbon County adults desiring to take advantage of educational opportunities, as well as eligible District students who desire to

participate in the Adult Education Programs. The Adult Education Programs will be in compliance with currently adopted standards, state and federal codes, laws, rules and regulations as well as any future amendments or modifications. The services to be provided by CCBOCHES, include:

A. Consultation, Planning, and Preliminary Plan for Development of Programs.

- i. At all times during the term of this Agreement and on an ongoing basis, CCBOCHES shall investigate and consult with School District in order to determine the appropriate scope, components, and course or program offerings to include in the program of adult education. CCBOCHES shall also investigate and consult with School District as to the most effective manner of developing, implementing, providing, and evaluating such programs.

B. Plan for Development of Programs.

- i. CCBOCHES- will prepare specific plans for each component of Adult Education Programs which are to be provided. This specific plan will include details of the program, including specific scheduling and staff assignments, texts, credits, grading method, timeline for implementation, specific standards for evaluation of the program, etc., and will be of sufficient detail to allow implementation of the particular program.
- ii. CCBOCHES, in conjunction with School District, will obtain all approvals from all authorities having jurisdiction over the program of adult education.

C. Program Implementation/Providing Program of Adult Education.

- i. In conjunction with the School District of the Plan for Development of Programs, or logical segments or components of the plan, CCBOCHES will proceed to implement the approved programs and provide the program of adult education.

D. Program Evaluation.

- i. CCBOCHES, in conjunction with School District, will establish standards for the evaluation of each adult education program. Each program implemented will be evaluated on an annual basis to ascertain whether the program is meeting the standards established and is a relevant and effective program.

4. **Changes to Programs.** CCBOCHES shall notify the School District of necessary or desirable changes to the program of adult education or specific programs or offerings.

In providing the services required under Paragraph 3 and its sub-parts, it is the intent of the parties that CCBOCHES shall have flexibility to adjust the adult education programs in order to effectively meet the needs of Carbon County, the adults who participate in the programs and the District students who participate in the program of adult education. Such flexibility, however, shall be

exercised in an orderly and thoughtful manner taking into account the elements described in Paragraph 3 above and its subparts. School District shall be advised of such adjustments in a timely fashion.

5. **Program Reporting Requirements.** CCBOCHES shall report through CCBOCHES Board to the School District concerning all aspects of the program of adult education provided by CCBOCHES.

6. **Parties to Work Cooperatively.** CCBOCHES shall work cooperatively with School District and its respective administration in order to develop coordinated schedules so eligible District students can enroll in the adult education programs offered by CCBOCHES. The School District agrees that high school administration, central office administration and other staff shall work cooperatively with CCBOCHES so as to develop standards for administration of the classes, to provide for concurrent enrollment, provision for high school credits and college credit where appropriate, and certificate programs. In addition, the parties will work cooperatively to address matters such as standards, student grading, enrollment, student supervision, discipline, competencies and time requirements, all of which may be applicable to eligible District students who participate in the adult education program.

7. **No Tuition.** District students who participate in the Adult Education Program in their capacity as high school students AND who are receiving high school credit for their participation, will do so without the assessment of fees or tuition.

8. **Compensation.** School District will pay to CCBOCHES all funds generated and received by School District as a result of the mills levied for the purpose of maintaining a program of adult education. School District agrees to pay CCBOCHES 90% of estimated tax revenue each year in uniform, monthly installments. Prior to June 30th of each fiscal year, payments are reconciled between the School District and CCBOCHES with actual taxes received.

9. **Accounting.** CCBOCHES agrees to establish and implement budgeting and accounting procedures in conformance with Wyoming law and consistent with the procedures applicable to Wyoming school districts as it relates to the compensation received from School District. The accounting procedures will clearly delineate the receipt and expenditure of funds which are made on behalf of the adult education programs funded through the compensation paid by School District as opposed to other programs that are generally provided by CCBOCHES. All income from interest or other investment of the funds paid under this Agreement will be credited to the adult education program provided by this Agreement.

10. **Financial Reporting.** The complete financial records of the BOCHES will be audited annually by a certified public accounting firm selected by the CCSD#1 Board of Trustees. The audit shall be conducted by November 15 each year. The BOCHES funds are audited in conjunction with CCSD#1 Audit. The BOCHES Board shall consider the recommendations and act upon, as appropriate, the audit report as presented by the certified public accounting firm in order to maintain an efficient system for recording and safeguarding BOCHES assets.

11. **Future Budgeting.** No later than June 1, and each June 1 subsequent thereto during the term of this Agreement, CCBOCHES shall submit a preliminary budget to School District for the program of adult education. No later than one week prior to the School District's regularly scheduled

July meeting and each subsequent year thereto during the term of this agreement, CCBOCHES shall submit its preliminary budget to School District.

12. **Purchase of Equipment.** CCBOCHES agrees to maintain an inventory of equipment and tangible goods purchased using the funds paid to CCBOCHES under this agreement which purchase price equals \$500 or more.

13. **Utilization of School District Equipment.** CCBOCHES and School District agree to work cooperatively in the event School District equipment is to be used in adult education programs. Priority, however, is to be given to the use by School District of equipment in the K-12 education programs.

14. **Utilization of School District Employees.** CCBOCHES is not required to utilize Carbon County School District One employees in order to provide the services contemplated by this Agreement. Upon request of CCBOCHES, however, School District agrees to make available, to the extent possible, School District employees, either certified, professional or support staff, to provide services necessary to deliver the program of adult education on the following terms and conditions:

A. No disruption occurs to School District educational programs and scheduled classes.

B. While performing services on behalf of CCBOCHES, School District employees shall be under the supervision of the CCBOCHES Executive Director or its designee.

C. In the event the employee also provides services to the School District, School District commitments and assignments shall have priority.

15. **Term of Agreement.** This Agreement is effective when all participants have approved and signed the Agreement. This Agreement shall be for 2 (two) years and will automatically renew for an additional 2 (two) years unless one party gives notice of their intent not to renew.

16. **Governmental Immunity.** Each party is a governmental entity. By entering into this Agreement, neither party waives its governmental immunity.

THIS AGREEMENT executed the day and year signed below.

Carbon County School District One

Carbon County Board of Cooperative Educational Services

By: _____
Chairman

By: _____
Chairman

Attest: _____
Secretary (Seal)

Attest: _____
Secretary (Seal)

Date: _____

Date: _____