

## **GREAT WESTERN NETWORK Agreement**

This agreement is entered into by and between the following schools: Ashley, Beach, Belfield, Berthold (Lewis & Clark), Beulah, Bismarck, Bowbells, Bowman County, Burke Central, Center-Stanton, DesLacs-Burlington, Dickinson Trinity, Divide County, Flasher, Garrison, Glen Ullin, Glenburn, Grant County, Halliday, Hazelton-Moffit-Braddock, Hazen, Hebron, Hettinger, Kenmare, Kidder County-Steele, Killdeer, Linton, Mandan, Max, Minot, Minot Our Redeemer's, Mott-Regent, Napoleon, New England, New Salem, North Shore-Makoti (Lewis & Clark), Parshall, Powers Lake, Ray, Scranton, South Heart, South Prairie, Stanley, Turtle Lake-Mercer, Underwood, Washburn, Wilton, Wing and Wishek.

The above mentioned school districts are hereby organized via a joint and cooperative agreement as authorized by the North Dakota Century Code, (54-40-01, 54-40-02, and 54-40-08.1)

The parties to this agreement have as their purpose the provision of providing a governance and management structure which will provide for coordinated, efficient and cost effective expansion of a telecommunication system that is capable of transmitting voice, video and data signals to each other.

The Great Western Network, through its organizational and management structure, will provide for the expansion and delivery of educational programming for the learners of all ages as well as business, public and private service providers as well as other citizens and client groups within each of the consortium's school districts and their surrounding area of influence.

It has been determined by each of the individual school districts of the GREAT WESTERN NETWORK that their educational goals and objectives can be better served through a joint effort of cooperation among the consortium schools.

**NOW THEREFORE**, the parties to this agreement pursuant to the authority granted by the North Dakota Century Code, hereby agree as follows:

**1. PURPOSE OF AGREEMENT.** The purpose of this agreement shall be to cooperate in order to provide for a more comprehensive, efficient, coordinated, expanded and consequently, for a more effective and efficient management system for each district's telecommunication and educational needs. Within this agreement, each district will continue to have access to remote sites along with home site transmission capabilities for voice, video and data telecommunications transmission capabilities for students and learners of all ages. Each district will also continue to have access to programming that may be derived for the purpose of economic development, career advancement, public service, community improvement and other opportunities for growth and advancement.

**2. ACCOMPLISHMENT OF PURPOSE.** The management of the GREAT WESTERN NETWORK, on behalf of each district, shall be accomplished by the GREAT WESTERN NETWORK Governing Board which shall; on behalf of the herein identified school districts, apply for, receive and administer funding received from all sources including local; funds received from

each cooperating district; funds received from state, federal and private funds and/or grants which are received.

The GREAT WESTERN NETWORK Governing Board shall administer its' funds and exercise its' authority in such a way as to accomplish the purpose of this agreement as set forth in page one of this document. The care, management and control of each school district's telecommunications system shall be vested in the GREAT WESTERN NETWORK Governing Board.

**3. GOVERNING BOARD.** The governing board shall:

- a. Be composed of a member of each participating school district.
- b. Hold an annual meeting, and to meet as needed in order to conduct its business affairs; to meet upon the written request, to the GREAT WESTERN NETWORK Governing Board Chairperson, of five or more of its Governing Board Members.
- c. Adopt By-Laws to govern its operation.
- d. Establish a record keeping system and financial system within the existing accounting system of a fiscal agent; said fiscal agent may be any selected "Member District" LEA that is a party to the GREAT WESTERN NETWORK Agreement and which is selected by the GREAT WESTERN NETWORK Governing Board at its' organizational, and thereafter, at its' annual meeting.
- e. Hire a Director to carry out the policies established by the GREAT WESTERN NETWORK Governing Board and to coordinate the identified and designated tasks of each of the cooperating districts who are a party to this Agreement.

The Director will pursue the administration and management of the GREAT WESTERN NETWORK in accordance with acceptable professional management standards and practices. The Director will develop and refine a handbook, to be used as a guideline and procedural tool for the efficient use of the GREAT WESTERN NETWORK telecommunications system by all staff and associated personnel.

- f. Have all powers incidental and in furtherance of this agreement.

**4. CONTRACTS; DISBURSEMENT OF FUNDS.** The governing board may enter into contracts and disburse funds as it deems appropriate. In exercising these powers, the governing board shall comply with all of the statutory provisions which are applicable to each individual school district of which it is composed.

**5. FINANCING OF THE TELECOMMUNICATIONS SYSTEM.** The Telecommunications System implemented pursuant to this Agreement shall be financed by:

a. Initial local contributions of each of the herein identified school districts as identified by the governing board.

Additional individual contributions from the herein identified school districts, or from other incoming cooperatives or schools; as determined by the GREAT WESTERN NETWORK Governing Board.

b. Grants received from private foundations, public, private and corporate donations, individual donations, State and Federal Grants from any and all sources related to the development and operation of the GREAT WESTERN NETWORK telecommunications system.

c. An annual participation fee for each individual school district as determined by the director & governing board through the budget projections and needs of the GREAT WESTERN NETWORK.

d. Any other additional revenue sources which may be secured or may be agreed upon by the governing board of the GREAT WESTERN NETWORK.

e. E-rate funds will be used for the purpose of defraying costs to the schools for telecommunications services. Authorization is given to the GWN director to represent the consortium schools in the erate process annually.

**6. SEPARATE BENEFITS FOR MEMBER DISTRICTS.** Nothing herein shall prevent any of the individual school districts from applying separately for any benefits to which it may itself be entitled and which will enhance the program.

**7. EXPANSION OF GREAT WESTERN NETWORK.** Other formally organized and recognized school districts and/or ITV cooperatives and/or telecommunications systems may become parties to this agreement and consequently become a participating member to the GREAT WESTERN NETWORK, and thereafter may participate in the activities and benefits of the GREAT WESTERN NETWORK; providing the governing board of the GREAT WESTERN NETWORK and the incoming school district and/or ITV cooperative, agree to the terms and conditions set forth by the GREAT WESTERN NETWORK.

**8. WITHDRAWAL OF GREAT WESTERN NETWORK SCHOOL DISTRICTS.** Any school district that is a signatory party to this GREAT WESTERN NETWORK Agreement, upon written notice to the governing board, may withdraw from the GREAT WESTERN NETWORK.

Such withdrawal shall become effective no sooner than one year after receipt of the notice by the governing board at its annual meeting date in July.

It is hereby understood that the withdrawing school district will return and relinquish the interactive television classroom equipment and associated GREAT WESTERN NETWORK telecommunications equipment to the GREAT WESTERN NETWORK. The GREAT WESTERN

NETWORK governing board will determine to what extent and where the equipment will be relocated so as to best serve the GREAT WESTERN NETWORK.

It is also understood that the withdrawing school district, effective one year after receipt of notice given to the GREAT WESTERN NETWORK governing board, shall no longer be responsible for the payment to the GREAT WESTERN LEA of any of the GREAT WESTERN NETWORK shared services or consortium fees **with the exception of the fiber optic lease agreement. (A school choosing to withdraw from the consortium will continue to be responsible for their share of the fiber lease payment until the end of the lease agreement date as stated on the contract with the telecommunications provider.)** If extenuating circumstances require a school district to withdraw from GREAT WESTERN NETWORK, they may petition to the GREAT WESTERN NETWORK board of directors for waiver considerations.

**9. DISSOLUTION.** This GREAT WESTERN NETWORK Agreement shall continue in force until the majority of the herein identified individual school districts agree to terminate this agreement and dissolve the governing board.

Upon dissolution of the governing board, all of the property and remaining funds shall be divided among the remaining individual school districts.

Distribution shall be determined by the governing board based on and determined on the basis of local, private and public contribution, State and Federal laws associated with grants and equipment purchases made pursuant, and applicable, to this agreement while said agreement was in effect on behalf of the herein identified individual school district.

**10. AMENDING OR MODIFYING THIS AGREEMENT.** This agreement may be amended or modified by a two-thirds consent of the GREAT WESTERN NETWORK Governing Board.