

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into and is effective as of July 1, 2017 (the "Effective Date") by and between the Board of Education for School District 49 (the "Board") and Colorado Digital Board of Cooperative Educational Services ("CDBOCES")

### **Recitals**

WHEREAS, the Board has voted to participate in the creation and governance of the CDBOCES, and

WHEREAS, the Board has discussed and considered, as part of its participation, that the relationship with CDBOCES was likely to lead to certain opportunities to realize economies of scale, and

WHEREAS, the Board acknowledges the past and continuing efforts of its Chief Business Officer (CBO) and other District personnel on behalf of CDBOCES, and

WHEREAS, both parties wish to see the District achieve savings and enhanced service in the areas served by these individuals, and

WHEREAS, both parties have agreed to enter into an arrangement that will permit these leaders to devote portions of their professional efforts on behalf of the CDBOCES in exchange for financial remuneration by the CDBOCES while remaining employees of the District; and

WHEREAS, such arrangement will further permit the District to utilize the resulting financial savings to consider obtaining new personnel or service providers in the respective departments.

NOW THEREFORE, in consideration of the foregoing recitals, the Board and the CDBOCES agree as follows:

### **Agreement**

- 1) The Chief Business Officer will be devote up to ten percent (10%) of his professional efforts as the Business Director of the CDBOCES.
- 3) The Chief Business Officer will remain under the payroll system of the District for the entirety of their compensation, including that part that is devoted to the CDBOCES.
- 4) The District agrees to maintain this arrangement for the entire 2017-18 fiscal year or until this MOU is revised or terminated by mutual accord.
- 5) CDBOCES agrees to compensate the District for these professional services in accordance with the portion of effort directed to CDBOCES and at the rate of compensation set by the District (per diem for the position indicated).

- 6) This MOU shall not prevent the employee from providing additional services to CDBOCES, or from receiving direct compensation from CDBOCES for services beyond those contemplated by their respective employment agreements or job descriptions.
- 7) The parties agree to revisit this arrangement on or before July 31, 2018 to determine whether it should be continued or terminated. Failure to revisit this MOU by that date will have the effect of renewing it for a single additional fiscal year.

IN WITNESS whereof this Agreement was duly signed for and on behalf of the parties on this 13th day of July, 2017.

School District 49 Board of Education

By: Tammy Harold

Name (Print) Tammy Harold

Title: Secretary

CDBOCES

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

Name (Print) \_\_\_\_\_

Title: \_\_\_\_\_