

## Memorandum of Understanding

This Memorandum of Understanding (“Agreement”) is entered into and is effective as of July 18, 2013 (the “Effective Date”) by and between Colorado Digital BOCES (“BOCES”) and Pikes Peak Community College (the “College”).

### **Recitals**

WHEREAS, the College and BOCES, through an educational partnership have the opportunity to work together in a commitment to graduating and preparing all children for success in education, and

WHEREAS, BOCES wishes to create ongoing educational opportunities for students in the Pikes peak region, to promote educational excellence and culture, and to provide community educational opportunities in an exceptional online and blended learning environment, and

WHEREAS, the College and BOCES desire to enter into a cooperative agreement under which the College will commit to maintaining its participation in the BOCES for a period that will permit the BOCES to enter into contracts with online schools, programs and charter schools for a period up to five years as permitted under current Colorado law.

NOW, THEREFORE, in consideration of the foregoing recitals, BOCES and the College hereby agree as follows:

### **Agreement**

1. The College has agreed to join the Colorado Digital BOCES and to certify this resolution to the commissioner of education.
2. BOCES’ Board shall include a representative designated by the College.
3. BOCES shall have LEA status for any school it authorizes. It will be separately accredited. The BOCES will have its own data in School View. It will have its own District Performance Framework.
4. BOCES shall ensure that in every respect possible, it shall provide the College with the benefit of methods, learning opportunities, professional training and advancement, events and available economies in a deliberate effort to create a mutually beneficial environment for educational innovation and improvement.
5. The College hereby covenants to maintain its participation until and through June 30, 2018 unless the parties mutually determine that an earlier termination date is in the best interest of both parties.

6. After June 30, 2018, if not affirmatively terminated by one or both parties, the College shall covenant to maintain its participation in the BOCES and to provide no less than one-year notice of any intent to terminate the relationship.

IN WITNESS whereof this Agreement was duly signed for and on behalf of the parties on the Effective Date written above.

Colorado Digital BOCES

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

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

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

Pikes Peak Community College

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

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

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