AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Crested Butte Communi

Action Requested: County Manager Signature

Parties to the Agreement: RE1-J school district and GCSAPP

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

MOU choice pass summer programming

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in 2018 adopted budget. ln

Reviewed by: Discharge Date: 6/15/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/15/18

Reveiwed by: Discharge Date: 6/15/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 6/15/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/19/2018

Revised April 2015

MEMORANDUM OF UNDERSTANDING
AND INTERAGENCY OPERATING AGREEMENT Between
Gunnison Watershed RE-1J School District Crested Butte Community School
and Gunnison County Substance Abuse Prevention Project (GCSAPP)

This Memorandum of Understanding, made on this 5th day of June, 2018, between GCSAPP and the **Gunnison Watershed School District**, hereinafter known as "School District" for the purpose of providing Summer Experience Programming.

WHEREAS, the School District is willing to work in conjunction with GCSAPP to provide educational programming for the 2018 Summer Experience program. In consideration thereof, the undersigned parties **AGREE TO THE FOLLOWING CONDITIONS**:

1. Term
   June - August, 2018

2. Population Served
   A. Students enrolled in CBCS Summer Experience

3. Responsibilities
   A. Instructor/GCSAPP will provide course content and programming
   B. Instructor must pass the district's background check and provide all required paperwork in a timely manner.
   C. If transportation away from campus is required, the instructor must pass the school district's driving and licensing requirements.
   D. The District will pay the instructor $25/hour
   E. Instructor will implement and maintain a safe learning environment and ensure school rules and policies are followed.
   F. The school district assumes no liability for the actions of or personal injury to staff members of GCSAPP.
   G. The service will ensure that all students are successful.
   H. Communication with Summer Experience Administrator as necessary.
      i. Primary Contact (Instructor) - Cindy McKee, 970-765-5045
      ii. Organizational Contact -Shari Sullivan Marshall
   I. Maintain a high level of professionalism concerning interactions with school district students and staff.

4. Modifications of Agreement
All modifications to this memorandum of understanding shall be in writing and signed by all parties.

5. Resolution of Disagreements
If a problem/disagreement should occur between GCSAPP and the School District and the Summer Experience administrator will be notified immediately.

9. Applicable Law and School Board Policy
GCSAPP agrees to follow policies and procedures of the School District, and the Colorado Department of Education regarding services to students in accordance with Federal and State law and regulations governing student services.

10. Termination
This memorandum of understanding may be terminated at any time by any party giving zero (0) days written notice and is subject to the availability of non-school district funding.

11. Entire Memorandum of Understanding Agreement
This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraphs six and 10 herein.

12. Severalty
If any section, subsection, paragraph, sentence, clause, or phrase of this memorandum of understanding is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clause, or phrase might be declared unconstitutional or invalid.

13. Waiver of Immunities/Third-Party Liability
No portion of this memorandum of understanding shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this memorandum of understanding be deemed to have created a duty of care with respect to any persons not a party to this memorandum of understanding.

14. Non-Appropriation
No portion of this memorandum of understanding shall be deemed to create an obligation on the part of the school district to expend funds not otherwise appropriated in each succeeding year.

IN WITNESS WHEREOF, the parties hereto have duly executed this memorandum of understanding as of the day, month, and year first above written.

_____ _____

Date

Summer Experience Administor
Gunnison Watershed S/D REIJ

_____ _____

Authorized Representative Date
Gunnison County Substance Abuse Prevention Project
PO Box 323
Gunnison, CO 81230
phone number

_____ _____

Doug Tredway Date
Superintendent School District
Gunnison Watershed S/D REIJ

_____ _____

Stephanie Juneau Date
Finance Director
Gunnison Watershed S/D REIJ

MEMORANDUM OF UNDERSTANDING
AND INTERAGENCY OPERATING AGREEMENT Between
Gunnison Watershed RE-1J School District Gunnison Middle School
and Gunnison County Substance Abuse Prevention Project (GCSAPP)

This Memorandum of Understanding, made on this 27th day of May, 2018, between GCSAPP and the **Gunnison Watershed School District**, hereinafter known as "School District" for the purpose of providing Summer Experience Programming.

WHEREAS, the School District is willing to work in conjunction with GCSAPP to provide educational programming for the 2018 Summer Experience program. In consideration thereof, the undersigned parties **AGREE TO THE FOLLOWING CONDITIONS**:

1. Term
   June 11-July 19

2. Population Served
   A. Students enrolled in GMS Summer Experience

3. Responsibilities
   A. Instructor/GCSAPP will provide course content and programming
   B. Instructor must pass the district's background check and provide all required paperwork in a timely manner.
   C. If transportation away from campus is required, the instructor must pass the school district's driving and licensing requirements.
   D. The District will pay the instructor $25/hour unless otherwise agreed pay will come through GSAPP.
   E. Instructor will implement and maintain a safe learning environment and ensure school rules and policies are followed.
   F. The school district assumes no liability for the actions of or personal injury to staff members of GCSAPP.
   G. The service will ensure that all students are successful.
   H. Communication with Summer Experience Administrator as necessary.
      i. Primary Contact (Instructor) - Derek See
      ii. Organizational Contact - Kari Commerford
   I. Maintain a high level of professionalism concerning interactions with school district students and staff.

4. Modifications of Agreement
All modifications to this memorandum of understanding shall be in writing and signed by all parties.

5. Resolution of Disagreements
If a problem/disagreement should occur between GCSAPP and the School District and the Summer Experience administrator will be notified immediately.

9. Applicable Law and School Board Policy
GCSAPP agrees to follow policies and procedures of the School District, and the Colorado Department of Education regarding services to students in accordance with Federal and State law and regulations governing student services.

10. Termination
This memorandum of understanding may be terminated at any time by any party giving zero (0) days written notice and is subject to the availability of non-school district funding.

11. Entire Memorandum of Understanding Agreement
This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraphs six and 10 herein.

12. Severalty
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14. Non-Appropriation
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IN WITNESS WHEREOF, the parties hereto have duly executed this memorandum of understanding as of the day, month, and year first above written.

_____ _____

Date

Summer Experience Administor
Gunnison Watershed S/D REIJ

_____ _____

Authorized Representative - County Manager
Gunnison County Substance Abuse Prevention Project
PO Box 323
Gunnison, CO 81230
phone number

Date

_____ _____

Doug Tredway
Superintendent School District
Gunnison Watershed S/D REIJ

Date

_____ _____

Stephanie Juneau
Finance Director
Gunnison Watershed S/D REIJ

Date