

**Standard Form for Memorandum of Understanding
Between Multi-District Programs and School Districts
(Used to notify districts of Learning Center intent)**

Pursuant to 22-30.7-111, this Memorandum of Understanding (hereinafter referred to as MOU) establishes agreement between a multi-district online program provider (hereinafter referred to as APPLICANT) seeking approval to operate one or more Learning Centers within the boundaries of a school district (hereinafter referred to as THE SCHOOL DISTRICT). As used in this document, and as defined by 22-30.7-102, a Learning Center means a facility in which a consistent group of students meets more often than once per week under the supervision of a teacher or mentor for a significant portion of a school day for the purpose of participating in an on-line program. A group of parents and students meeting repeatedly, occasionally, and informally, even if facilitated by a school, shall not constitute a Learning Center, and a private home shall not be considered a Learning Center under any circumstances.

By agreeing to the terms of this MOU, the SCHOOL DISTRICT gives its permission pursuant to C.R.S. § 22-30.7-111 for the APPLICANT to operate those Learning Centers described in paragraph Nos. 2 and 20 of this MOU.

As a partner in an agreement to create Learning Centers within the boundaries of THE SCHOOL DISTRICT (Name of District) **Jefferson County School District R-1**

APPLICANT Name (representing and on behalf of the Learning Center):

Hope Online Learning Academy Co-Op

APPLICANT Address: **2001 East Easter Avenue, Suite 202, Centennial, CO 80122**

APPLICANT Phone: **303-989-3539**

APPLICANT Website Address: **www.HopeOnline.org**

APPLICANT accepts responsibility for administration of the Learning Center program, for support of curriculum, as well as for the learning of students attending the Learning Center(s). To that end, the APPLICANT provides the following information about the Program:

- 1) A comprehensive list of all courses (categorized by grade level) that will be provided at the Learning Center. (This shall be included as attachment "A" to the Standard MOU.)
- 2) Proposed location(s) of Learning Center(s) and contact info (incl. phone, fax, email, web).

SEE ATTACHMENT "E" TO THIS STANDARD MOU.

- 3) Grade levels to be served at the Learning Center(s):

SEE ATTACHMENT “E” TO THIS STANDARD MOU.

- 4) Number of students projected to attend the Learning Center(s):

SEE ATTACHMENT “E” TO THIS STANDARD MOU.

- 5) Evidence of Building Permits and / or Certifications of Building Safety that may be required by law. (This shall be included as attachment "B" to the Standard MOU.)
- 6) A list of all staff positions at the Learning Center, including a description of duties and responsibilities for each position, and the name of each staff member, if available. APPLICANT will provide assurance that each such staff member has been subjected to a criminal record check. (This shall be included as attachment "C" to the Standard MOU.)
- 7) A list of all personnel employed by the APPLICANT, with evidence of compliance with state and federal laws concerning educator licensing and fingerprint-based criminal history record checks. (This shall be included as attachment "D" to the Standard MOU. Attachment "D" covers only the personnel employed by the APPLICANT at learning centers within the boundaries of the SCHOOL DISTRICT.)
- 8) The name of, and contact information for, the APPLICANT Administrators, and all Learning Center Administrators in the SCHOOL DISTRICT. (This shall be included as attachment "E" to the Standard MOU.)
- 9) Written statement agreeing that all records of the APPLICANT and the Learning Center(s) will be maintained at the address designated in this MOU as the central location for the program. (This shall be included as attachment "F" to the Standard MOU.)
- 10) A plan for (a) one or more public meetings to be held prior to the opening of the Learning Center to receive public input concerning location of one or more Learning Centers and (b) public notice of intended location of the learning center(s). (This shall be included as attachment "G" to the Standard MOU.)
- 11) Statement of protocol for storing and sharing records on attendance and student performance between THE SCHOOL DISTRICT and APPLICANT. (This shall be included as attachment "H" to the Standard MOU.)
- 12) Understanding of and agreement to the following. Action taken by the Colorado State Board of Education may alter the terms of this agreement. SBE action may revise, vacate, enhance or extend the terms required to be included in the MOU.
- 13) APPLICANT will provide SCHOOL DISTRICT with (1) a copy of its charter school contract (and any amendments or renewals) with Douglas County School District upon its availability; (2) a copy of its program certification (and any re-certifications) from the State Board of Education upon its availability; (3) a copy of its annual reports submitted to CDE’s Online Division; and (4) a copy of its school year calendars applicable to the Learning Centers operated in the SCHOOL DISTRICT.

- 14) APPLICANT agrees to annually update and provide the SCHOOL DISTRICT, no later than November 30 of each year this MOU is in effect, the information provided in Supplement 2 to this MOU.
- 15) APPLICANT represents that during the term of this MOU and with respect to the APPLICANT and the Learning Centers it operates in the SCHOOL DISTRICT, the administration of its program and the delivery of the curriculum will meet or exceed the quality standards set forth in C.R.S. 22-30.7-105 (Quality Standards).
- 16) APPLICANT represents that in connection with the operation of its Learning Centers in the SCHOOL DISTRICT, it will operate in compliance with all applicable federal, state, and local laws, rules, and regulations and the U.S. and Colorado Constitutions.
- 17) APPLICANT acknowledges that it is not a program or school affiliated in any way with the SCHOOL DISTRICT and will not represent itself as such. This MOU is entered into solely for the purposes set forth in C.R.S. § 22-30.7-111.
- 18) Nothing in this MOU shall be construed as creating any liability on the part of the SCHOOL DISTRICT, its employees or agents, for the operations or conduct of APPLICANT or its Learning Centers. APPLICANT is solely responsible for all aspects of its operations, including but not limited to the hiring and supervision of its employees; the supervision and safety of its students; the contracting for and maintenance of its facilities; and the educational achievement of its students.
- 19) APPLICANT will not attempt to, purport to, or actually extend the faith or credit of the SCHOOL DISTRICT to any third person or entity. APPLICANT acknowledges and agrees that it has no authority to enter into a contract or incur obligations that would bind the SCHOOL DISTRICT.
- 20) If the APPLICANT seeks to operate additional Learning Centers within the SCHOOL DISTRICT, the APPLICANT shall provide notice to the SCHOOL DISTRICT 60 days before the date the APPLICANT intends to begin operations at the new Learning Center. APPLICANT will deliver to the SCHOOL DISTRICT all of the information required to be included in Attachments "A" through "H" for each Learning Center. Thereafter, the operation of the new Learning Center shall be governed by this MOU.
- 21) APPLICANT agrees to provide written notice to the SCHOOL DISTRICT of its intent to close or relocate any existing Learning Center in the SCHOOL DISTRICT. Such notice shall be directed to the Superintendent and shall be provided 60 days, if possible, before the date of anticipated closure or relocation. In the case of relocation, any changes in the information required to be included in Attachments "A" through "H" resulting from the relocation of a Learning Center will be delivered to the SCHOOL DISTRICT prior to, or within 15 days after, such relocation.
- 22) This MOU shall be effective for a term of three (3) years.

- 23) APPLICANT agrees to provide the SCHOOL DISTRICT with notice of those students withdrawn from Hope Online who reside within the boundaries of the SCHOOL DISTRICT but for whom Hope Online has not received notice that the student has enrolled in another school. APPLICANT AND SCHOOL DISTRICT agree that such notice will be provided to the extent it is permissible under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99.

Signature Page

Signature _____ Date _____
Superintendent, School District
Name Dr. Cynthia Stevenson
Address 1829 Denver West Drive, Bldg. 27 Golden, CO 80401
Name of School District Jefferson County School District R-1

Signature _____ Date _____
President of the School Board, School District
Name Scott Benefield
Address 1829 Denver West Drive, Bldg. 27 Golden, CO 80401
Name of School District Jefferson County School District R-1

Signature _____ Date _____
Director, Multi-District Online Program
Name Heather O'Mara, Executive Director
Address 2001 East Easter Avenue, Suite 202, Centennial, CO 80122
Name of Multi-District Online Program Hope Online Learning Academy Co-Op