

MEMORANDUM OF UNDERSTANDING BETWEEN ADAMS COUNTY, ADAMS COUNTY EDUCATION CONSORTIUM, ADAMS 14 EDUCATION FOUNDATION, SCHOOL DISTRICT 27J, MAPLETON EDUCATION FOUNDATION, WESTMINSTER PUBLIC SCHOOLS FOUNDATION, STRASBURG 31J, ADAMS 12 FIVE STAR SCHOOLS AND BENNETT SCHOOL DISTRICT 29J REGARDING THE ADAMS COUNTY SCHOLARSHIP FUND.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered this __ day of ____, 2017, between Adams County, located at 4430 S. Adams County Parkway, Brighton, CO 80601; Adams County Education Consortium, located at 1220 Pecos St. #100, Westminster, CO 80234; Adams 14 Education Foundation, located at 5291 E 60th Ave., Commerce City, CO 80022; School District 27J located at 18551 E 160th Ave., Brighton, CO 80601; Mapleton Education Foundation located at 9291 Clayton St., Thornton, CO 80229; Westminster Public Schools Foundation, located at 7002 Raleigh St., Westminster, CO 80030; Strasburg 31J, located at 56729 E. Colorado Ave., Strasburg, CO 80136; Adams 12 Five Star Schools, located at 1500 E. 128th Ave., Thornton, CO 80241; and Bennett School District 29J, located at 610 7th Street, Bennett, CO 80102.

WHEREAS, Adams County, Adams County Education Consortium and school districts are in an agreement to enhance the opportunity for students within Adams County to enter into post-secondary education.

WHEREAS, Adams County has selected Adams County Education Consortium to be the fiscal agent responsible for the Colorado Opportunity Scholarship Initiative grant; and,

WHEREAS, in its capacity as fiscal agent for Adams County, Adams County Education Consortium submitted an application for the State of Colorado's, Department of Higher Education, Colorado Opportunity Scholarship Initiative grant ("Grant"); and,

WHEREAS, Adams County Education Consortium was awarded \$1,037,462.00 to disperse between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, Westminster Public Schools Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett School District 29J, in accordance with the funding allocation set forth by the Grant; and,

NOW, THEREFORE, the parties mutually agree as follows:

1. Adams County Education Consortium shall continue to act as the applicant and fiscal agent for the funds received pursuant to the Grant and shall be solely responsible for complying with all state requirements in administering the Grant funds.
2. Adams County Education Consortium allotment under the Grant is \$25,936.55 to be used to administer the Grant program between Adams 14 Education Foundation, 27J Education Foundation, Mapleton Education Foundation, District 50 Foundation, Strasburg 31J, Adams 12 Five Star Schools and Bennett 29J.
3. Adams County Education Consortium will be required to have sub grantee agreements between the following sub grantees:

- a. Adams 14 Education Foundation allotment under the Grant is \$141,894.39 to be used for the Adams County Scholarship Fund.
 - b. School District 27J allotment under the Grant is \$140,476.84 to be used for the Adams County Scholarship Fund.
 - c. Mapleton Education Foundation allotment under the Grant is \$110,441.58 to be used for the Adams County Scholarship Fund.
 - d. Westminster Public Schools Foundation allotment under the Grant is \$178,048.38 to be used for the Adams County Scholarship Fund.
 - e. Strasburg 31J allotment under the Grant is \$9,548.52 to be used for the Adams County Scholarship Fund.
 - f. Adams 12 Five Star Schools allotment under the Grant is \$422,990.56 to be used for the Adams County Scholarship Fund.
 - g. Bennett 29J allotment under the Grant is \$8,125.18 to be used for the Adams County Scholarship Fund.
4. Grant Funds must only be used for Colorado students whose income is determined to be between 0 and 250% of the maximum permissible income for the purpose of determining eligibility for Pell grants and participate in a rigor-based student success program.
5. Grant Funds may only be used for students attending Colorado public institutions of higher education.
6. Adams County Education Consortium shall ensure that funded projects maintain appropriate fiscal and program records and that fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
7. The Sub grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships.
8. The term of this MOU shall be for the entire term of the Grant award period, which lasts until the grant funding has been spent.
9. In providing services under this MOU, the Adams County Education Consortium acts as an independent contractor and not as an employee of Adams County. The Consortium shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this MOU. No employee, agent, servant, or subcontractor of the Consortium shall be deemed to be an employee, agent, or servant of Adams County because of the performance of any services or work under this MOU. The Consortium, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Consortium understands that it and its employees and servants are not entitled to workers' compensation benefits from Adams County. The Consortium further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this MOU.**

IN WITNESS WHEREOF, the parties have executed the within MOU as of the date appearing at the beginning of this MOU.

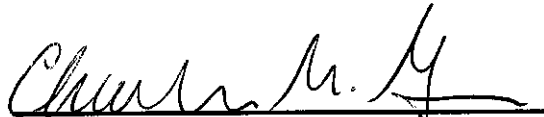
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

Chairman

Approved to Form:

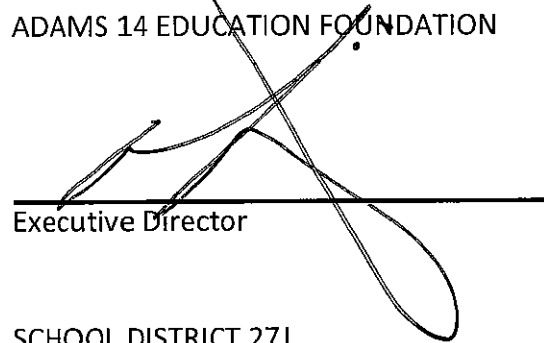
Adams County Attorney's Office

ADAMS COUNTY EDUCATION CONSORTIUM



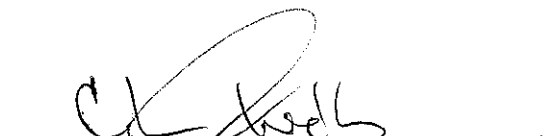
Executive Director

ADAMS 14 EDUCATION FOUNDATION



Executive Director

SCHOOL DISTRICT 27J




Superintendent


MAPLETON EDUCATION FOUNDATION


Executive Director

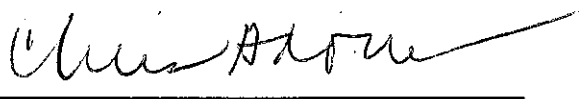
WESTMINSTER PUBLIC SCHOOLS FOUNDATION


Executive Director

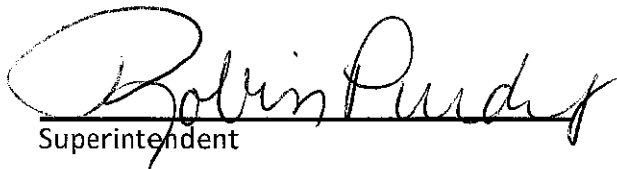
STRASBURG 31J


Superintendent

ADAMS 12 FIVE STAR SCHOOLS


Superintendent

BENNETT 29J


Superintendent