

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 26th day of May _____, 2026 (the "Effective Date") by and between COLORADO MOUNTAIN COLLEGE ("CMC") and STEAMBOAT SPRINGS SCHOOL DISTRICT ("School District").

RECITALS

A. CMC's Colorado Mountain Promise Reserve (the "Reserve") is a strategic financial reserve that supports the institution's affordability initiative and related access programs, designed to reduce financial barriers by helping eligible students attend CMC at low or no tuition.

B. The Reserve has been identified as a funding source for Board of Trustee-approved grants and initiatives, such as supporting concurrent enrollment partnerships and other strategic investments tied to student access and success, when authorized by the Board of Trustees.

C. The Board of Trustees has approved the payment of certain Reserve funds to School Districts within the CMC district to further these purposes (the "Funds") pursuant to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, CMC and the Participating High School agree as follows:

AGREEMENT

1. Term. The Term of this Agreement shall be from the Effective Date through June 30, 2027, unless extended by CMC, subject to approval by other authorizing agencies as appropriate.

2. Direct Grant of Funds. CMC agrees to grant and the School District agrees to receive \$50,000 paid solely from the Funds upon execution of this Agreement.

3. Use of Direct Grant of Funds. The School District shall use the Funds to support local initiatives to improve CEPA access for its students by maintaining and/or increasing the level of concurrent enrollment program offerings by School District, in alignment with efforts to expand access to concurrent enrollment for underrepresented students including low-income, first-generation and/or other traditionally underserved populations.

4. Evaluation and Reporting Requirements. Each School District that receives Funds shall report concurrent enrollment data to CMC as requested and at the completion of the period ending June 30, 2027, including but not limited to the following:

- a) The manner in which the School District used the Funds received;
- b) The number and demographics of the qualified students concurrently enrolled in postsecondary courses in the school years before, during and after the School District received the Funds;
- c) The number and types of postsecondary courses, including career and technical education courses and any course work related to apprenticeship programs and

internship programs, in which concurrent enrollment students enrolled in the school years before, during and after the School District received the Funds;

d) The number and transferability of the postsecondary credits earned through concurrent enrollment in the school years before, during and after the School District received the Funds;

e) The number of students who participated in concurrent enrollment who completed an associate degree or a certificate from a postsecondary career and technical education program, in total and disaggregated by student group; and

f) The number of teachers who received a credential using assistance received from the Funds.

5. Allowable Use of Funds. The School District may use the Funds for any of the following:

a) Assist one or more teachers with the cost of obtaining a graduate degree in a specific subject so that the teacher may be certified to teach a postsecondary course at a high school;

b) Remove barriers to concurrent enrollment for students, which may include paying the costs of books, supplies, fees, or transportation;

c) Share data between with CMC, as described herein, which may include purchasing technology software and equipment to assist in the student enrollment process; or

d) Provide services, support, and coordination resources for concurrent enrollment for the parties.

6. Prohibited Use of Funds. The School District shall not use the Funds for any of the following:

a) Capital equipment;

b) Building improvements, construction, or maintenance;

c) Incentives, such as gift cards; or

d) Promotional (Giveaway) Items.

7. Compliance with Laws. School District, at its expense, shall comply with all applicable Federal and State laws, rules, regulations, orders and ordinances from time to time in effect regarding the sale of goods or services under this MOU; and upon reasonable request, School District, at its expense, will execute and furnish to the College appropriate written certifications of compliance. The School District is responsible for obtaining any and all licenses and permits required for the performance of this MOU. Where applicable, such compliance shall include but not be limited to the Colorado Anti-Discrimination Act of 1957, as amended; the Rehabilitation Act of 1973, as amended; the Code of Federal Regulations provisions regarding equal employment opportunity, affirmative action, employment for disabled veterans and veterans of the Vietnam era, and employment of the handicapped; the Anti-Kickback Act of 1986; the Americans with Disabilities Act; and, with all rules, regulations and orders issued thereunder; and FERPA.

8. No Assignment. School District may not assign any portion of this MOU or give Funds to a sub-grantee without the prior written consent of CMC. School District will maintain sole responsibility for the use of the Funds even though subcontractors may be used to perform certain services.

9. School District Requirements. School District represents and warrants that it shall administer and expend all Funds provided under this MOU in accordance with its own applicable institutional policies and procedures, including without limitation those governing financial management, procurement (including, but not limited to, ensuring that costs are reasonable), internal controls, and recordkeeping.

10. Record Retention. School District shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. School District shall permit CMC to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at School District's office or place of business.

11. Breach of Agreement. Should the School District breach the terms and conditions stated herein, CMC may enforce by requiring the School District to return misappropriated Funds, or to utilize any remedies allowed by or law.

12. Miscellaneous.

a) Authority. Each Party represents and warrants to the other that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized.

b) Captions and References. The captions and headings in this MOU are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this MOU to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

c) Counterparts. This MOU may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

d) Entire Understanding. This MOU represents the complete integration of all understandings between the Parties related to the Funds, and all prior representations and understandings related to the Funds, oral or written, are merged into this MOU. Prior or contemporaneous additions, deletions, or other changes to this MOU shall not have any force or effect whatsoever, unless embodied herein.

e) Modification. Except as otherwise provided in this MOU, any modification to this MOU shall only be effective if agreed to in a formal written amendment to this MOU.

f) Waiver. A Party's failure or delay in exercising any right, power, or privilege under this MOU, whether explicit or by lack of enforcement, shall not operate as a waiver, nor

shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

g) CORA Disclosure. It is understood that the College is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). The College shall provide upon request by any third party all information pertaining to this MOU which must be disclosed pursuant to CORA, and the Parties' obligations under CORA supersede all other obligations.

h) Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the College, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. and the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

i) Choice of Law, Jurisdiction, and Venue. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Garfield County.

COLOrado MOUNTAIN COLLEGE

Julie Hanson

By: C125B6B71AB6473...
Assistant Vice President of Business Services

Title: 5/26/2026

Date: _____

STEAMBOAT SPRINGS SCHOOL DISTRICT

Dr. Celine Wicks

By: B158A5AAC8CD4DF...
Superintendent

Title: 5/26/2026

Date: _____

APPENDIX 1

Scope of Work

SSSD and CMC have collaborated over the past several years to coordinate and expand CE offerings, and as a result, demand for these classes has grown significantly in both number and variety. A region-wide collaborative partner, the Yampa Valley Partnership for Students, Stewardship and Sustainability (YVPS3) secured an Opportunity Now Grant to fund part of the CTE/CE Coordinator position at SSSD. However, the funding has decreased from \$42,000 last year to \$27,500 this year and to \$10,000 next year. At the same time, the suspension of the Concurrent Enrollment and Expansion grant funding through CDE has created a significant gap in funding for CE programming at SSSD.

CMC grant funds will be used to support the 0.4FTE CTE/CE Coordinator at SSSD to manage the rapidly expanding program. The CTE/CE Coordinator oversees the creation and articulation of new and existing high-quality CE programs that align with CTE pathways next year. The 0.4 FTE position will be paid for through the CMC grant and other grants already awarded to the district. SSSD will prioritize this position in future budgets.

The Coordinator will:

1. Partner closely with CMC and high school instructors to create articulation in the high school level 1 and level 2 CTE course offerings to prepare students with the necessary prerequisites to continue with CMC/CTE level 3 and level 4 coursework.
2. Promote newly developed CMC CE programs to YVHS and SSHS students.
3. Collaborate with neighboring school districts to pursue innovative ways for SSSD students to attend courses in South Routt School District (agriculture), Hayden (welding and autobody), Colorado Northwest Community College (Cosmetology), and through a regional collaboration that has formed a new nonprofit, the Yampa Valley Partnership for Students, Stewardship and Sustainability (YVPS3).
4. Research and leverage all sustainable funding sources for CE and CTE coursework, including maximizing existing reimbursements through CE, Perkins, and CTA funds, in addition to pursuing new grants and community funding partnerships.

The Coordinator position must be maintained in order for SSSD to maintain existing programming for students, as well as continue to expand through the addition of more concurrent enrollment internship classes to meet the demand of high school students who want to enroll in concurrent enrollment internships in SSSD.