

COOPERATIVE AGREEMENT ASCENT PROGRAM ACT

This Cooperative Agreement (Agreement) is made this ___ day of _____, 20___, between the State of Colorado, Department of Higher Education, institute for higher education, for the use and benefit of _____ (College) and _____ (Local Education Provider) pursuant to the Accelerating Students through Concurrent Enrollment (ASCENT) Program Act, Sections 22-35-101 to 112, C.R.S., (Act). The Acts provide options for high school students to enroll in courses offered by the College. The College and the Local Education Provider have decided to establish an ASCENT Program pursuant to the Acts and therefore enter into this Agreement.

1. Eligibility

Students who wish to enroll in the ASCENT Program must have completed or be set to complete 12 credit hours of transcribed college course work; be identified as an ASCENT program candidate on an Academic Plan recorded within the district; be no more than 21 years old; and meet the College's requirements for each course.

2. Enrollment

This Agreement covers only postsecondary courses offered by the College, in which high school students will be permitted to enroll pursuant to the ASCENT Program. The College agrees to enroll Local Education Provider's students in courses offered by the College as follows:

- a. The courses offered by the College must be applicable to earning a degree or certificate.
- b. Students may not enroll in College basic skills courses through the ASCENT Program.
- c. The College has the right to deny student enrollment based on space availability and college admission requirements.
- d. The College has the right to discontinue a student's enrollment based on a determination that the student does not have sufficient skills or abilities to continue in the course selected. In such case, the College will notify the Local Education Provider.
- e. Students enrolled in College courses through the ASCENT program are subject to the academic and disciplinary rules of the College's Student Code of Conduct and adhere to all College policies and procedures. Any violations of the Student Code of Conduct are subject to disciplinary proceedings and sanctions.
- f. Students in need of accommodations are encouraged to contact the College's office assisting with special services.
- g. The College is responsible for the course content, course prerequisites and quality of instruction.

- h. The Local Education Provider will provide a copy of this Agreement to the Colorado Department of Education. The College and system will provide a copy of this Agreement to the Colorado Department of Higher Education.

3. Credit

A student who is accepted in the ASCENT Program shall receive postsecondary credit toward a degree or certificate and credit toward high school graduation as follows:

- a. Students shall not enroll in a basic skills course.
- b. Unless otherwise restricted, students are not limited in the number of credit hours in which they concurrently enroll through the ASCENT program.

4. Registration

- a. All students shall enroll and register as College students in accordance with College's admissions and registration requirements and processes.
- b. Districts should enroll students in College courses that pertain to the degree or certificate program indicated on their Academic Plan.
- c. Academic advising and career planning will be available to students at both the College and the Local Education Provider.
- d. All students shall complete the Concurrent Enrollment Registration and Agreement Form and submit to the College by the course census date.

5. Financial Provisions/Tuition

The tuition and fees charged by the College for students enrolled in the ASCENT Program will be as follows and as further detailed in an amendment(s), attached hereto and updated annually or as tuition and fees change:

- a. The Local Education Provider agrees to provide the College with each student's uniquely identifying student number (SASID) which will be used to authorize College Opportunity Fund (COF) stipend payments to the College on behalf of the enrolled student.
- b. The Local Education Provider hereby agrees to pay the College on behalf of the student pursuant to the terms discussed in attached amendment(s).
- c. The college and school district must create an amendment to this agreement, mutually agreed upon, and must include financial provisions for:
 - a. Tuition
 - i. In this amendment, the Tuition rate shall not exceed the rate established by the State Board of Community Colleges, less exceptions noted in C.R.S 22-35-105 (3)(a)(I) and (II).
 - b. Fees
 - c. Facility Usage, if applicable
 - d. Compensation for Local Education Provider's Faculty, if applicable
 - e. Invoicing Procedures
 - f. Books/Course Materials

6. FTE Status

The Local Education Provider shall include the student in its pupil enrollment pursuant to the provisions of Section 22-54-103(10), C.R.S. The College shall also include the students in determining the number of student FTEs pursuant to Title 23, C.R.S.

7. Independent Contractor

THE DISTRICT SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE SCHOOL DISTRICT NOR ANY AGENT OR EMPLOYEE OF THE SCHOOL DISTRICT SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE COLLEGE. THE SCHOOL DISTRICT SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE SCHOOL DISTRICT ACKNOWLEDGES THAT THE SCHOOL DISTRICT AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE SCHOOL DISTRICT OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE COLLEGE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. THE SCHOOL DISTRICT SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE COLLEGE TO ANY AGREEMENT, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN.

8. Additional Provisions

- a. This Agreement will be governed by the laws of the State of Colorado. In the event of litigation, jurisdiction and venue will be in the County or District Court, County of _____, Colorado.
- b. This Agreement may be modified only in a writing signed by both parties hereto.
- c. This Agreement will commence on the ____ day of _____, 20__, and terminate on the ____ day of _____, 20__, a three-year agreement unless otherwise extended. In addition, either party may terminate the agreement on 30 days' written notice to the other party. However, if a notice to terminate is issued after the start of an academic term, then the Agreement will continue in effect until the conclusion of that academic term. The amendments to this agreement specifying the financial provisions will be updated annually or as tuition/fees change.
- d. This Agreement is subject to annual appropriation by the Colorado General Assembly.
- e. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

ADD SIGNATURE BLOCK

