**COOPERATIVE AGREEMENT**

**CONCURRENT ENROLLMENT PROGRAMS ACT**

**THIS COOPERATIVE AGREEMENT** (Agreement) is made this day of 20\_\_, for the use and benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Institution of Higher Education [IHE]) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Local Education Provider [LEP]) pursuant to the Concurrent Enrollment Programs Act, Sections 22-35-101 to 112, C.R.S. (Act). The Act created the concurrent enrollment program, defined as the simultaneous enrollment of a qualified student in a LEP and in one or more postsecondary courses, including academic or career and technical education courses, which may include course work related to apprenticeship programs or internship programs, at an IHE.

This Agreement will commence on the \_\_\_\_\_day of \_\_\_\_\_, 20 \_\_\_\_, and terminate on the\_\_\_\_\_day of \_\_\_\_\_, 20\_\_, a \_\_\_\_\_\_-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 Financial Provisions Addendum will be updated annually or as tuition/fees change.

The IHE and LEP shall individually be referred to as the “Party” or collectively be referred to as “Parties”.

The Act provides options for high school students to enroll in courses offered by the IHE. The Parties have decided to establish a concurrent enrollment program (Program) pursuant to the Act and therefore enter into this Agreement.

**1. Eligibility**

Students who wish to enroll in the Program must be enrolled in the LEP and must be in the ninth (9th) grade or higher, must be less than twenty-one (21) years old and must meet the IHE’s requirements for each course.

**2. Enrollment**

This Agreement covers only those postsecondary courses and basic skills courses offered by the IHE and in which high school students will be permitted to enroll pursuant to the Program. The IHE agrees to enroll LEP students in courses offered by the IHE as follows:

1. The courses offered by the IHE must be applicable toward earning a degree or certificate or completion of basic skills course work at the IHE.
2. Students enrolled in the 12th grade who do not satisfy the minimum prerequisites for postsecondary courses may enroll in IHE basic skills courses through the Program.
3. The IHE has the right to deny student enrollment based on space availability and IHE admission requirements.
4. The IHE has the right to discontinue a student’s enrollment if the IHE determines that the student is not qualified to remain enrolled. Such determination may include, but is not limited to, a determination that the student does not have sufficient skills or abilities to continue in the course selected. The IHE will notify the LEP if a student’s enrollment is discontinued.
5. Students enrolled in IHE courses through the Program are subject to the academic and disciplinary rules of the IHE’s Student Code of Conduct and must adhere to all IHE policies and procedures. Any violations of the Student Code of Conduct are subject to disciplinary proceedings and sanctions.
6. Students who wish to request disability accommodations as provided in the Americans with Disabilities Act of 1990 (ADA) are encouraged to contact the IHE’s disability services office. Students who otherwise receive accommodations under IDEA might not receive the same accommodations in concurrent enrollment courses. Learn more from the CDE's Office of Special Education Technical Assistance document: [Concurrent Enrollment for Students with Disabilities](http://www.cde.state.co.us/cdesped/ta_concurrentenroll).
7. The IHE is responsible for the course content, course prerequisites and quality of instruction.
8. Students may participate in interscholastic high school activities as students of the LEP, including but not limited to athletics. With regard to IHE activities, qualified students may participate in IHE activities but are not eligible for NCAA or NJCAA athletic activities.
9. The LEP will provide a copy of this Agreement to the Colorado Department of Education. The IHE will provide a copy of this Agreement to the Colorado Department of Higher Education.
10. The LEP and IHE shall establish an academic program of study for each student enrolled through the Program pursuant to the provisions of Section 22-35-104(6)(b)(IV), C.R.S., which shall include (1) an academic plan of study that describes all of the courses that the student intends to complete to satisfy his or her remaining requirements for graduation from the LEP (Academic Plan), and (2) a plan by which the LEP shall make available to the student ongoing counseling and career planning.
11. The Parties will comply with Title IX of the Education Amendments 1972 (Title IX). The Parties will keep each other informed of Title IX claims raised against each other and agree to cooperate in investigation of Title IX claims. Jurisdiction over Title IX claims will be determined in consultation with Title IX officials at each institution.

**3. Credit**

Students who are accepted in the Program shall receive postsecondary credit toward a degree or certificate or completion of a basic skills course and credit toward high school graduation as follows:

1. Students shall not concurrently enroll in basic skills courses unless they are enrolled in the 12th grade or enrolled through a State-approved Early College program.
2. Students who have not satisfied the minimum requirements for graduation established by the LEP by the end of their 12th grade year and are therefore retained by the LEP outside of a State-approved Early College may not concurrently enroll in postsecondary courses that are worth more than a total of nine (9) credit hours per academic year, including basic skills courses.
	1. If a student is retained beyond the 12th grade, he or she may not concurrently enroll in more than six (6) credit hours per academic semester if he or she is registered as a full-time pupil of the LEP.
	2. If a student is retained beyond the 12th grade, he or she may not concurrently enroll in more than three (3) credit hours per academic semester if he or she is registered as a part-time pupil of the LEP.
3. Unless otherwise restricted, students are not limited in the number of credit hours in which they concurrently enroll.

**4. Registration**

1. All students shall apply for admissions, enroll and register as college students in accordance with IHE's admissions and registration requirements and processes. This process includes completing the application for the College Opportunity Fund (COF) and ensuring that this is successfully connected to the student’s college account.
2. LEP should enroll students in college courses that pertain to the degree or certificate program indicated on their Academic Plan.
3. Academic advising and career planning will be available to students from both the IHE and the LEP.
4. All students and their parent/legal guardian shall complete the LEP’s Concurrent Enrollment Student Agreement and submit to the LEP with all required signatures by the established enrollment deadline or the student will not be enrolled and earn credit at the IHE. IHE may request this agreement from the LEP at any time.

.

**5.** **Student’s Uniquely Identifying Student Number**

The LEP shall provide the IHE with each student’s uniquely identifying student number (SASID) which will be used to authorize COF stipend payments to the IHE on behalf of the enrolled student and other required IHE student tracking and reporting activities.

**6. FTE Status**

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

**7. Student Records**

*[LEPs or IHEs may want to insert language regarding data privacy and security. You should consult with your legal counsel for what language is needed and appropriate.]*

**8. Independent Contractor**

The LEP and the IHE shall perform their duties hereunder as independent contractors and not as employees of the other party. Neither party nor their agents or employees shall be deemed to be an agent or employee of the other party. The parties shall pay when due all required employment taxes and income tax and local head tax on any moneys paid pursuant to this agreement. The parties acknowledge that they and their employees are not entitled to unemployment insurance benefits unless they or a third party provides such coverage and that the other party does not pay for or otherwise provide such coverage. The parties shall have no authorization, express or implied, to bind each other to any agreement, liability, or understanding except as expressly set forth herein.

**9. Use of the LEP’s Facilities and Instructional Personnel**

1. If IHE courses are taught at the LEP’s facilities, the LEP shall provide adequate classrooms, technology and furnishings to facilitate teaching of courses. The parties shall mutually agree upon days and times of the course offerings. Space leased by the IHE shall not be considered a Local Educational Provider site for the purposes of tuition reimbursement.
2. The LEP shall provide all instructional supplies and equipment necessary to facilitate teaching of courses that take place at the LEP’s facilities unless otherwise arranged and agreed to in writing by the IHE prior to the start date of the course.
3. In certain instances, instructional personnel necessary to facilitate teaching of courses at the LEP’s facilities shall be provided by and paid by the LEP. The IHE shall have the right to approve or reject instructional personnel provided by the LEP. The IHE shall be responsible to ensure all instructional personnel provided have the credentials required to teach their assigned courses, including Colorado Career and Technical Education credentials for CTE courses and academic credentials sufficient to meet the IHE’s Higher Learning Commission accreditation requirements for non-CTE courses.
4. Instructional personnel provided by the LEP shall be responsible for evaluating students and providing grades and other documentation to the IHE in accordance with regular IHE processes and deadlines.

**10. Notices**

Any notice or communication required or permitted to be given under this Agreement and Financial Provisions Addendum part attached hereto, shall be in writing and shall be either served personally, by fax or by e-mail, or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

LOCAL EDUCATION PROVIDER: INSTITUTION OF HIGHER EDUCATION:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**11. 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 Denver, Colorado.

b. This Agreement may be modified only in writing signed by the Parties.

1. Each of the Parties shall be solely responsible for the actions or omissions of its officers, employees, and agents. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations either Party may have under the Colorado Governmental Immunity Act (Sec. 24-10-101, C.R.S. *et. seq.*) or of any other defenses, immunities, or limitations of liability available to either of the Parties by law.
2. 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 agreement executed and approved by the Parties.

**12. Financial Provisions**

The LEP agrees to pay to IHE for students enrolled in the Program as follows and as further detailed in the Financial Provisions Addendum attached hereto and incorporated herein by reference. The IHE shall issue an updated Financial Provisions Addendum annually. Changes to the annual Financial Provisions Addendum issued by the IHE must be by mutual agreement of the Parties reached prior to the beginning of the IHE’s academic term and must be signed by both Parties.

* 1. **Tuition.** The LEP agrees to pay the student’s current share of tuition, as approved by the State Board for Community Colleges and Occupational Education (SBCCOE). The IHE shall charge the LEP at the SBCCOE-approved Resident “on-campus” and Resident “on-line” tuition rates depending on the class(es) for which the student is registered. The tuition rates for future years will be determined annually by the SBCCOE.

The IHE shall charge each concurrently enrolled student or his or her parent or legal guardian the additional College Opportunity Fund (COF) stipend set per credit hour if the student does not successfully apply for COF and have it successfully applied to their student account. The COF stipend is annually set by the Colorado General Assembly.

The LEP agrees to pay the student’s share of tuition for all students who withdraw from IHE courses, even if that student has withdrawn from the LEP.

If the student or his or her parent or legal guardian does not remit timely payment to IHE, the student and/or his or her parent will be subject to collections.

The IHE will publish the tuition rates and set the COF stipend prior to the start of each academic year.

* 1. **Instructional Services, Costs and Invoicing**. When courses are taught at the LEP’s site, the IHE will return a portion of current tuition for each verified student in accordance with and at the rates set forth in the most current Financial Provisions Addendum. The portion of tuition returned will vary based on cost factors, including but not limited to whether the course is taught by IHE instructional personnel or LEP instructional personnel. Students shall be verified in accordance with the invoicing procedures set forth in Financial Provisions Addendum.

* 1. **Textbooks and Course Materials.** Students must have textbooks, digital content, and course materials that have been approved by the IHE. The LEP will determine whether the LEP or the students will purchase the textbooks, digital content, and course materials. The LEP may voluntarily agree to pay the IHE for textbooks, digital content, and course materials. The IHE shall not be responsible for providing textbooks, digital content, and course materials.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SPECIAL PROVISIONS**

These Special Provisions apply to all contracts except where noted in *italics*.

1. **FUND AVAILABILITY**. **CRS §24-30-202(5.5)**. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
2. **GOVERNMENTAL IMMUNITY**. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
3. **INDEPENDENT CONTRACTOR**. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
4. **COMPLIANCE WITH LAW**. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
5. **CHOICE OF LAW**. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
6. **BINDING ARBITRATION PROHIBITED**. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.
7. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00**. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
8. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST**. **CRS §§24-18-201 and 24-50-507**. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.
9. **VENDOR OFFSET**. **CRS §§24-30-202 (1) and 24-30-202.4**. [***Not Applicable to intergovernmental agreements***]Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.
10. **PUBLIC CONTRACTS FOR SERVICES**. **CRS §8-17.5-101**. [***Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services***] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
11. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101**. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

**Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the Institution of Higher Education is relying on their representations to that effect and accept personal responsibility for any and all damages the Institution of Higher Education may incur for any errors in such representation.**

**LOCAL EDUCATION PROVIDER: INSTITUTION OF HIGHER EDUCATION:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Name of Contracting Entity Legal Name of Contracting Entity

Signature of Authorized Officer Signature of Authorized Officer

Print Name Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

Financial Provisions Addendum

[IHE LETTERHEAD]

[DATE]

[LOCAL EDUCATION PROVIDER ADDRESS]

RE: Financial Provisions Addendum to Cooperative Agreement for Concurrent Enrollment and Ascent Programs for the 20\_\_-20\_\_\_ School Year

Dear \_\_\_\_\_\_\_\_\_:

[Insert Introductory Language]

[Insert Tuition Rates]

[Insert COF Rates]

* *Insert IHE’s invoicing method, including IHE’s method for verifying # of students in courses taught at IHE site(s), # of student’s taught at LEP site(s) by LEP personnel, and # of students taught at LEP site by IHE personnel*
* *Insert IHE’s financial terms with respect to portion of tuition to be returned for instruction on LEP site when LEP personnel deliver instruction*
* *Insert IHE’s financial terms with respect to IHE’s cost when IHE personnel deliver instruction on LEP site*
* *Insert current fees and option for LEP to agree to pay all or some of the fees*
* *Insert the amount of academic credit to be granted for course work successfully completed by a qualified student concurrently enrolled in the institution of higher education*
* *Insert option for LEP to pay for textbooks, digital content and course materials, if desired*
* *With respect to Fees and Textbooks, in subsequent Financial Provisions Addenda you may insert indication that if the LEP want to make a change to selections made the prior year, they need to provide notice by a specified date and that no response is required if no changes are requested*

* *Insert any other matters necessary to clarify the financial arrangement between the IHE and the LEP*

[IHE Signature Block]

[LEP Signature Block]