

**COOPERATIVE AGREEMENT**  
**ACCELERATING STUDENTS THROUGH CONCURRENT ENROLLMENT (ASCENT) and**  
**TEACHER RECRUITMENT EDUCATION AND PREPARATION Program (TREP)**

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 Teacher Recruitment Education and Preparation Program (TREP) included in the Concurrent Enrollment Program Act, sections 22-35-101 to 114, C.R.S., (Act).

The TREP program creates the opportunity for qualified students in an educator career pathway to concurrently enroll in postsecondary courses for the two years after the 12th grade year at an IHE. The IHE and the LEP have decided to establish an TREP Program pursuant to the Act and therefore enter into this Agreement.

This Agreement will commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a 5-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, whichever occurs sooner.

The IHE and LEP shall individually be referred to as a "Party" or collectively be referred to as "Parties."

**1. Eligibility**

A student is eligible for TREP if the student:

- Per section 22-35-108.5 (2)(a)(I), C.R.S., "is following the teaching career pathway created in section 23-60-110 and is on schedule to complete the courses and/or experiences specified in the teaching career pathway for the twelfth grade year and is enrolling in the postsecondary courses identified in the teaching career pathway for the fifth and sixth years";
- Is college ready, and not in need of basic skills coursework in accordance with the educator career pathway in which they enrolls;
- Completes an Individual Career and Academic Plan (ICAP) prior to declaring intent to participate in TREP;
- Applies and is accepted into a postsecondary degree program at a qualified Colorado IHE;
- Has been selected for participation by their high school principal or equivalent school administrator; and
- Is entering the student's first year of the TREP program (i.e., has not been designated a TREP program participant in any prior year) or was a TREP participant the previous year and is entering the second year of the program.

**2. Enrollment**

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

- a. The courses offered by the IHE must be applicable to earning a degree or certificate at the IHE.
- b. Students may not enroll in IHE developmental education courses through the TREP Program.
- c. The IHE has the right to deny student enrollment based on space availability and IHE admission requirements.
- d. Students enrolled in IHE courses through the TREP 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.
- e. The IHE 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 IHE will notify the LEP.
- f. Students who wish to request a disability accommodation as provided in the Americans with Disability Act of 1990 (ADA)/Section 504 of the Rehabilitation Act are encouraged to contact the IHE's disability services office. Students who otherwise receive accommodations under IDEA through their LEP 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](#).
- g. The IHE is responsible for the course content, course prerequisites and quality of instruction.
- h. 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.
- i. 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.
- j. 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 their 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.
- k. 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 TREP Program shall receive postsecondary credit toward a degree or certificate in the educator pathway and credit toward high school graduation as allowed by the LEP.

#### **4. Registration**

- a. All students shall apply for admissions, enroll and register as IHE students in accordance with the 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.
- b. The LEP must ensure that students enroll in IHE 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 from both the IHE and the LEP.
- d. All students shall complete the Concurrent Enrollment agreement and registration forms provided by the IHE and submit them to the LEP with all required signatures by the established enrollment deadline. The IHE may request these forms from the LEP at any time.

#### **5. Student's Uniquely Identifying Student Number**

The LEP agrees to 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.

#### **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**

- a. The Parties shall comply with applicable federal and state laws and regulations in their collection and use of Personally Identifiable Information from Student Education Records and Student Financial Information, including, but not limited to, the Family Education Rights and Privacy Act of 1974 (FERPA) and the Gramm-Leach-Bliley Act (GLBA). Personally Identifiable Information (PII) includes, but is not limited to, the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier (such as the student's social security number, student number, or biometric record), academic records, or other indirect identifiers (such as the student's date of birth, place of birth, and mother's maiden name), other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
- b. The LEP may provide PII for students who intend or seek to enroll in the IHE, provided the LEP has a statement in its annual notification of rights that it forwards education records in such circumstances, or the LEP has made a reasonable attempt to notify the student in advance of making the disclosure, unless the student has initiated the disclosure. In addition, the Parties acknowledge that for the purpose of this Agreement each will be designated as a "school official" of the other, with "legitimate educational interests" in the Student Education Records, as those terms have been defined under

FERPA and its implementing regulations, and the Parties agree to abide by the limitations and requirements imposed on school officials.

- c. The Parties will disclose PII only for the purpose of fulfilling their duties under this Agreement and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by both Parties.
- d. The Parties shall use reasonable efforts to implement appropriate reasonable physical, administrative, and technical safeguards to prevent use or disclosure of data not authorized by this Agreement. Such measures will be no less protective than those used to secure the data recipient's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- e. If a Party becomes aware of an Incident as defined in this paragraph, misuse of PII, or unauthorized disclosure involving any PII, it shall notify the other Party and cooperate with the other Party regarding recovery, remediation, and the necessity to involve law enforcement, if any. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access loss, disclosure, modification, disruption, or destruction of any PII. A Party may terminate this Agreement for the other Party's failure to produce a remediation plan to reduce the risk of incurring a similar type of Incident in the future. Unless a Party can establish that the Party or any of its Subcontractors is not the cause or source of the Incident, the Party shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.
- f. The Parties will return or securely destroy educational records within a reasonable time upon completion of this Agreement, in accordance with the provisions of FERPA. "Securely destroy" means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- g. The data provider shall maintain ownership of the data. The data recipient shall not retain any right, title or interest in any of the data furnished by the data provider.
- h. The IHE is neither a LEP nor School Service Contract Provider for purposes of the Colorado Student Data Privacy Act, section 22-16-101, C.R.S., et seq.

## **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. Notices**

Any notice or communication required or permitted to be given under this Agreement and Financial Provisions Addendum 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: \_\_\_\_\_

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**10. Term**

This Agreement shall become effective when the Colorado State Controller or designee signs and shall continue for a period of five (5) years, unless otherwise terminated as provided in this Agreement.

**11. Termination**

Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. However, if a notice to terminate is issued after the start of the IHE's academic term, then this Agreement, and the most current Financial Provisions Addendum will continue in effect until the conclusion of that academic term.

**12. 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.
- c. 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 (section 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.
- d. 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.

**13. Financial Provisions**

The LEP agrees to pay the IHE for students enrolled in the TREP Program as follows and as further detailed in the Financial Provisions Addendum attached hereto and incorporated herein by reference and any subsequent Financial Provisions Addenda issued by the IHE. Any changes to a Financial Provision Addenda 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.

- a. **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 tuition rates outlined in the Financial Provisions Addendum. The tuition rates for future years will be determined annually by the SBCCOE.

The IHE shall charge each concurrently enrolled student or their 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. In the event that students do not successfully apply for COF and have it successfully applied to their student account, the IHE shall charge the student or their parent or legal guardian the additional COF stipend per credit hour greater than the student share of tuition for these courses.

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

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

- b. **Fees.** Pursuant to section 22-35-105(3)(b), C.R.S., the IHE may charge each concurrently enrolled student or their parent or legal guardian any and all IHE specific fees or any Colorado Community College System-wide fee. The IHE shall not charge such fees to the LEP unless the LEP voluntarily agrees to pay for fees.

Student fees will not be charged for courses offered at the LEP's site. Other course specific fees may apply.

- c. **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 will not be responsible for providing textbooks, digital content, and course materials.

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## **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

### **A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### **B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### **C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, 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.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. 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, contained in these statutes.

### **D. 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 shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **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. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

### **E. COMPLIANCE WITH LAW.**

Contractor shall 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.

**F. 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 Contract. 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 the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

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.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

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.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or



excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**

*[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 State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., 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 **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., 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 §§8-17.5-101, et seq., C.R.S., 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.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. 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 College is relying on their representations to that effect and accept personal responsibility for any and all damages the College may incur for any errors in such representation.

**LOCAL EDUCATION PROVIDER:**

**STATE OF COLORADO:**

JARED S. POLIS, GOVERNOR  
Department of Higher Education, by the State  
Board for Community Colleges and Occupational  
Education, for the use and benefit of

\_\_\_\_\_  
Legal Name of Contracting Entity

\_\_\_\_\_  
College Name

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
By:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER  
ROBERT JAROS, CPA, MBA, JD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **Financial Provisions Addendum**

[IHE LETTERHEAD]

[DATE]

[LOCAL EDUCATION PROVIDER ADDRESS]

RE: Financial Provisions Addendum to Cooperative Agreement for TREP 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 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]