COOPERATIVE AGREEMENT
CONCURRENT ENROLLMENT PROGRAM

This Cooperative Agreement (this "Agreement") is made this __ day of _____ 20__, between the State of Colorado, by and through the Trustees of Western State Colorado University for the use and benefit of Western State Colorado University, an institute for higher education (the "University") and _____(the "Local Education Provider") pursuant to the Concurrent Enrollment Programs Act, CRS 22-35-101, *et seq.* (the "Act"). The Act provides options for high school students to enroll in courses offered by the College. The University and the Local Education Provider have decided to establish a Concurrent Enrollment Program pursuant to the Act and therefore enter into this Agreement.

1. Eligibility

Students who wish to enroll in the Concurrent Enrollment Program must be enrolled in the ninth grade or higher in the Local Education Provider and be less than 21 years old and meet the University's requirements for each course.

2. Enrollment

This Agreement covers only postsecondary courses and basic skills courses offered by the University, in which high school students will be permitted to enroll pursuant to the Concurrent Enrollment Program. The University agrees to enroll Local Education Provider students in courses offered by the University as follows:

a. The courses offered by the University must be applicable to earning a degree or certificate or completion of the basic skills course sequence.

b. Students enrolled in the 12th grade who do not satisfy the minimum prerequisites for postsecondary courses may enroll in University basic skills courses through the Concurrent Enrollment Program.

c. The University has the right to deny student enrollment based on space availability and University admission requirements.

d. The University 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 University will notify the Local Education Provider.

e. Students enrolled in University courses through the Concurrent Enrollment program are subject to the academic and disciplinary rules of the University's Policies and Standards of Conduct set forth in the Student Handbook and adhere to all University policies and procedures. Any violations of the Policies and Standards of Conduct are subject to disciplinary proceedings and sanctions.

f. Students in need of accommodations are encouraged to contact the University's office assisting with special services.

g. The University is responsible for the course content, course prerequisites and quality of instruction.

h. Qualified students may participate in interscholastic activities as part of the Local Education Provider including but not limited to athletics. With regard to University activities, qualified students may participate in activities but are not eligible for NCAA athletic activities.

i. The Local Education Provider will provide a copy of this Agreement to the Colorado Department of Education. The University or system will provide a copy of this Agreement to the Colorado Department of Higher Education.

3. Credit

A student who is accepted in the Concurrent Enrollment 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:

a. Students shall not concurrently enroll in a basic skills course unless the student is enrolled in the 12th grade.

b. Students who have not satisfied the minimum requirements for graduation established by the Local Education Provider by the end of their 12th grade year and are therefore retained by the high school may not concurrently enroll in more than 9 credit hours, including basic skills courses.

   1. If a student is retained beyond the 12th grade, he or she may not concurrently enroll in more than 6 credit hours per academic semester if he or she is registered as a full-time pupil of the Local Education Provider.

   2. If a student is retained beyond the 12th grade, he or she may not concurrently enroll in more than 3 credit hours per academic semester if he or she is registered as a part-time pupil of the Local Education Provider.

c. Unless otherwise restricted, students are not limited in the number of credit hours in which they concurrently enroll.

4. Registration

a. All students shall enroll and register as University students in accordance with University's admissions and registration requirements and processes.

b. Districts should enroll students in University 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 University and the Local Education Provider.

d. All students shall complete the Concurrent Enrollment Registration and Agreement Form and submit to the University by the course census date.

5. Financial Provisions/Tuition

The tuition and fees charged by the University for students enrolled in the Concurrent Enrollment 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 University with each student's uniquely identifying student number (SASID) which will be used to authorize University Opportunity Fund (COF) stipend payments to the University on behalf of the enrolled student.

b. The Local Education Provider hereby agrees to pay the University on behalf of the student pursuant to the terms discussed in attached amendment(s).

c. The University and the Local Education Provider must create an amendment to this agreement, mutually agreed upon, and must include financial provisions for:

i. Tuition;
In this amendment, the Tuition rate shall not exceed the rate established by the State Board of Community Universitys, less exceptions noted in C.R.S 22-35-105 (3)(a)(I) and (II);
ii. Fees;
iii. Facility Usage, if applicable;
iv. Compensation for Local Education Provider's Faculty, if applicable;
v. Invoicing Procedures; and
vi. 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 University shall also include the students in determining the number of student FTEs pursuant to Title 23, C.R.S.

7. Independent Contractor

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

8. Use of the Local Education Provider's Facilities and Faculty

a. If University courses are taught at Local Education Provider's facilities, the Local Education Provider shall provide adequate classroom and furnishings to facilitate teaching of courses. The parties shall mutually agree upon days and times of the course offerings.

b. The Local Education Provider shall provide all instructional supplies and equipment necessary to facilitate teaching of courses that take place at the Local Education Provider's facilities.

c. University will approve development and classroom delivery of all course curriculums that occur at the Local Education Provider's facilities.

d. In certain instances, faculty necessary to facilitate teaching of courses at the Local Education Provider's facilities shall be provided by and paid by the Local Education Provider. The University shall have the right to approve and reject faculty provided by the Local Education Provider. The Local Education Provider shall be responsible to ensure all faculty provided have adequate credentials to meet State standards and University academic standards.

e. Faculty teaching a CTE University course must maintain a current Colorado postsecondary CTE credential.

f. Faculty provided by the Local Education Provider shall be responsible for evaluating students and providing grades and other documentation to the University in accordance with regular University processes and deadlines.

9. 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 Gunnison, 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 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.

10. SIGNATURES

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

LOCAL EDUCATION PROVIDER: **Gunnison Watershed RE1J School District** By: _____ Title: _____ _____ *Signature Date: _____	**UNIVERSITY:** **STATE OF COLORADO** **John W. Hickenlooper, GOVERNOR** Acting by and through the TRUSTEES OF WESTERN STATE COLORADO UNIVERSITY for the use and benefit of Western State Colorado University By: _____ Jay Helman, President, Western State Colorado University Date: _____