Memorandum of Understanding

between

Colorado Community College System and Colorado Mountain College

and

Colorado Department of Higher Education

**I. Background**

This Memorandum of Understanding is a statement of principles and MOU for collaboration between Colorado Community College System (CCCS), Colorado Mountain College (CMC) and the Colorado Department of Higher Education (CDHE).

CCCS, CMC and CDHE have an MOU to a two-year policy innovation project, as permitted according to Colorado Commission on Higher Education (CCHE) policy VII (Policy Innovation).

**II. Purpose, Goals and Scope**

The purpose of this Memorandum of Understanding (MOU) is to establish a clearly defined partnership between CCCS & CMC and the CDHE in the implementation of the below CCHE policy innovation.

The temporary policy waiver will be:

A two-year amendment to CCHE policy VI:F (State Financial Aid) that creates framework for CCCS and CMC to award need-based financial aid to high school students participating in concurrent enrollment programs as defined in 22-35-101 (6)(a) C.R.S. This amendment is intended to allow eligible colleges and universities to elect to use a portion of the need-based grant aid they receive from the state to offset direct student costs of enrollment.

The intent of the innovation is:

 To expand concurrent enrollment student access and success, as direct costs for college textbooks and materials are not funded under current law for high school students. This expanded access would specifically target low-income students who remain underrepresented in both concurrent enrollment and post-secondary participation, as recognized in the State’s Higher Education Master Plan. Funding will come from the institution’s existing Colorado Student Grant allocation or any additional funds allocated by the General Assembly or the Commission on Higher Education for this purpose

The primary goals of this program are:

1. To grow concurrent enrollment participation among low-income students (access) that may not have been able to benefit from such courses due to the costs of textbooks, fees, or course materials not otherwise covered through the Concurrent Enrollment Programs Act
2. To create more equitable postsecondary outcomes within high schools or across schools. Concurrent enrollment is hugely popular in Colorado, with more than 27% of all students earning college credit in high school (Community College Research Center, 2021). However, access to these courses is not equitable for low-income populations. By allowing colleges to direct existing resources to high need students in high school, participating institutions expect to materially improve the state’s goals of college access and completion, while reducing costs to the lowest income students in our K-12 system.

The scope of this program is:

This program covers all CCCS institutions and CMC. Unless other funds are allocated by the General Assembly or the CCHE, CMC & the CCCS may use up to three percent (3%) of their annual Colorado Student Grant (CSG) allocation to distribute need-based grant aid to school districts, that will, in turn, reimburse eligible students for expenses directly related to concurrent enrollment. Eligible expenses include textbooks, mandatory course materials, transportation expenses when a class is not located at the high school, and personal expenses. As with all financial aid, this program must operate within the Department’s published Student Budget Parameters. This policy is valid from Spring 2022 through Fall 2023, at which point the CCHE will evaluate whether it wants to make the change permanent and available to all institutions.

By signing this MOU, all parties are committed to a written pledge among the participating parties to implement the program described herein with operational fidelity, consistency with state laws and CCHE policies, administrative transparency, and mutual cooperation.

**III. Roles and Responsibilities under this MOU**

CCCS and CMC will:

1. Serve as the entities responsible for organization, implementation, and execution of all operational aspects of the approved innovation.
2. Solicit, collect, and report data regarding progress toward measurable goals and impact of the innovation.
3. Communicate with the department staff regularly, and respond to the Department’s inquiries when prompted, and on a regular basis.
4. Complete and submit semi-annual reports.
5. Present on the policy’s effectiveness and impact at the end of the policy experimentation.

CDHE will:

1. Serve as the supervisory entity, responsible for communicating expectations, and collecting submissions of required reports, data, and information from the institutions.
2. Provide support and serve as liaison to the Colorado Commission on Higher Education.

Participating organizations agree to collaborate, as appropriate considering the scope and purpose of this MOU, improve outcomes for Colorado communities and Colorado students.

Termination and Continuance:

1. **By signing this MOU, the parties agree to cooperate in good faith, from Spring 2022 through Fall 2023, to achieve the goals the policy innovation proposed herein.**
2. [This MOU](https://www.lawinsider.com/clause/termination) may be terminated at any time, and without payment of any penalty, by CCCS or CMC, upon sixty (60) days’ written notice to the CDHE. This MOU may not be terminated by the CDHE without formal action by the CCHE.
3. If the CCCS or CMC terminate their participation in this MOU, the MOU will continue to operate for the remaining party. The entirety of this MOU may only be terminated if both CMC and CCCS provide written notice of termination, as described in paragraph b above.
4. **CCCS and CMC Reporting and Deliverables**

A mutually agreed upon framework for data collection and reporting is outlined below. At a minimum, CCCS and CMC will report quarterly to the CDHE, outlining the details of their progress toward goals and specific metrics.

CCCS and CMC will:

1. Provide semiannual reports no more than 60 days after the end of each semester. These reports will be due after Spring 2022, Fall 2022, Spring 2023, and Fall 2023. At a minimum, the following data points should be collected:
	* + 1. Number of concurrent enrollment students receiving awards from each institution
			2. Total awards
				1. By institution
				2. By expense category
			3. Average and median awards
			4. Expansion of target population – collect all metrics for Fall 2021 as baseline
				1. Total number of concurrent enrollment students
				2. Total concurrent enrollment credit hours completed
				3. Number of concurrent enrollment students who are on free and reduced lunch
				4. Percentage of concurrent enrollment students who are on free and reduced lunch
			5. Number of participating districts
			6. Describe marketing efforts made to advertise the program to potential concurrent enrollment students.
2. Institutions are strongly encouraged to collect and report additional metrics.
3. Respond to additional CDHE data requests, as needed including any requests

 from the Department to present to staff or leadership of the CDHE and CCHE.

**IV. Timeline**

This policy will begin the spring term of 2022, with awareness raising allowed during the preceding term of fall 2021. It will be in effect through the fall term of 2023.

**V. MOU General Terms**

It is mutually understood and agreed by and between the parties that:

1. CCCS, CMC and CDHE will provide technical assistance services to grantees and cooperate with one another and the CDHE to improve the implementation of program objectives
2. This MOU may be modified by written, mutual MOU of CCCS, CMC and CDHE only.
3. This MOU is effective as of the date signed below unless terminated by CMC and CCCS according to the terms described herein .
4. The remedy for any breach of this MOU shall be limited to the right to terminate this Memorandum of Understanding if such breach is not cured within 30 days after notice from the non-breaching party. No party shall be liable in damages nor be entitled to any other remedy.

**V. Effective Date and Signatures**

**For Colorado Community College System (CCCS)**

Designated Representative:

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

Date:

Name: Joe Garcia

Title: Chancellor, CCCS

Address:

Phone:

E-Mail: @cccs.edu

**For Colorado Mountain College (CMC)**

Designated Representative:

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

Date:

Name: Carrie Besnette Hauser

Title: President and CEO

Address: 802 Grand Avenue, Glenwood Springs, CO 81601

Phone: 970-947-8691-

E-mail: cbhauser@coloradomtn.edu

**For Colorado Department of Higher Education (CDHE)**

Designated Representative:

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

Date:

Name: Angie Paccione

Title: Executive Director, Colorado Department of Higher Education

Address: 1600 Broadway Street, Suite 2200, Denver, CO 80202

Phone: X

E-mail: Angie.Paccione@state.co.us