

**INTERGOVERNMENTAL AGREEMENT TO COLLABORATE IN OPERATING A PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL (“P-TECH”) BETWEEN THE CITY OF LONGMONT; ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J; THE STATE OF COLORADO DEPARTMENT OF HIGHER EDUCATION ON BEHALF OF FRONT RANGE COMMUNITY COLLEGE; AS WELL AS NON-GOVERNMENTAL, NON-PROFIT CONTRACT PARTIES THE LONGMONT CHAMBER OF COMMERCE, THE LONGMONT ECONOMIC DEVELOPMENT PARTNERSHIP, THE LONGMONT DOWNTOWN DEVELOPMENT AUTHORITY, AND COMARA DE COMERCIO LATINA DEL CONDADO BOULDER LATINO CHAMBER OF COMMERCE OF BOULDER COUNTY**

**THIS P-TECH INTERGOVERNMENTAL AGREEMENT** (this “Agreement”) is entered into as of \_\_\_\_\_, 2022 by and between the St. Vrain Valley School District RE 1-J, a Colorado school district (“SVVSD”), the State of Colorado Department of Higher Education, by and through the State Board for Community Colleges and Occupational Education, for the use and benefit of Front Range Community College (“FRCC”), the City of Longmont, a Colorado home rule municipality (“Longmont”), the Longmont Chamber of Commerce, a Colorado nonprofit corporation (“LCC”), the Longmont Economic Development Partnership, a Colorado nonprofit corporation (“LEDP”), the Longmont Downtown Development Authority, a Colorado nonprofit corporation (“LDDA”), and Camara de Comercio Latina del Condado Boulder Latino Chamber of Commerce of Boulder County, a Colorado nonprofit corporation (“BLCC”).

Longmont, LCC, LEDP, LDDA, and BLCC are hereinafter collectively referred to as the “Consortium of Entities Constituting Industry Partner” or the “Consortium”. SVVSD, FRCC and the Consortium are collectively referred to herein as the “Parties.”

**BACKGROUND**

- A. The Parties desire to collaborate on a P-TECH program as authorized under § 22-35.3-101 et seq., C.R.S., which allows students to graduate from high school with a high school diploma and an associate degree; as well as affording opportunities for students to earn pre-apprenticeship certificates and other industry-recognized certificates in addition to an associate degree. A basic overview of P-Tech is attached as Addendum A.
- B. The Parties desire to enter into this Agreement to address operational, financial, and related issues concerning their P-TECH collaboration.

**AGREEMENT**

**1. Operating model.**

**1.1. Leadership structure.**

- 1.1.1. **Steering Committee.** P-TECH will be governed by a Steering Committee made up of key decision-makers from each respective party. The Steering Committee will meet regularly to discuss the progress and direction of the P-TECH program. The Steering Committee is vested with the power and authority to make policy decisions on behalf of the P-TECH program; provided that any policy decision that creates additional obligations on a party shall be approved in writing by such party before additional obligations become binding.

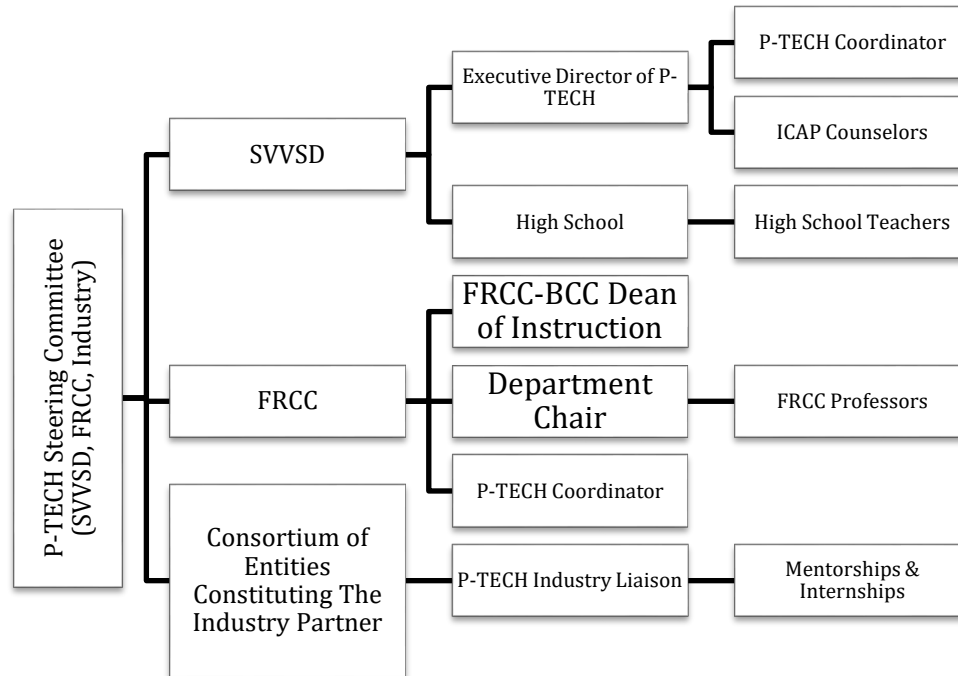
1.1.1.1. **Appointments to the Steering Committee.** SVVSD, FRCC, and the Consortium shall appoint at least two representatives to the Steering Committee; however, SVVSD, FRCC, and the Consortium, respectively, shall only have a single vote for purposes of making decisions.

1.1.1.2. **Chairperson.** Upon convening the first meeting of the Steering Committee, the members of the committee shall elect a Chairperson to run the meetings and manage the administrative functions associated therewith. This election shall take place annually, ensuring SVVSD, FRCC, and the Consortium, respectively, have an equal opportunity to have its representative serve as Chairperson.

1.1.1.3. **Decision Making.** The Steering Committee will try to reach consensus among the Parties when making policy decisions; however, when a consensus does not exist, decisions will be made by majority vote, SVVSD, FRCC, and the Consortium each having a single vote. Representatives from SVVSD, FRCC, and the Consortium must be present in order for a quorum to exist prior to a vote.

1.1.1.4. **New and/or Changing Entities Within the Consortium.** The Parties anticipate that there may be new entities that desire to join the Consortium in the P-TECH collaboration. Similarly, an existing entity may desire to leave the collaboration at a future date. Approval of the addition of new members of the Consortium, or the removal of an existing member of the Consortium, may be accomplished through a unanimous vote of the Parties during a Steering Committee meeting. The vote must be documented in the Steering Committee meeting minutes. Addition or removal of an entity as a member of the Consortium pursuant to this section shall not require an amendment to this Agreement. This Section shall not affect the membership or makeup within an entity, which the Parties acknowledge may vary during the term of this Agreement according to each entity's own policies. For example, new businesses may join or exit the BLCC according to BLCC's own policies, which will not trigger the requirements of this Section.

1.1.2. **Organizational Chart.** The organizational chart for the P-TECH program follows:



1.1.3. **Lead Implementation Partner.** SVVSD is the lead implementation partner of the P-TECH program. The SVVSD executive director of P-TECH is the primary point of contact for the program and will, among other things: (a) ensure curriculum and course assignments are finalized in a timely manner; (b) lead efforts to inform parents of the P-TECH opportunity and recruit students for the program; (c) help coordinate internships and mentorships with the Consortium; and (d) serve as the lead liaison between the different Parties facilitating open and constructive communication.

1.1.4. **Lead Higher Education Degree- and Certificate-Granting Partner.** FRCC is the Lead Higher Education Degree- and Certificate-Granting Partner of the P-TECH program. The P-TECH Instructional Coordinator is the primary point of contact for FRCC and will, among other things: (a) ensure curriculum and course assignments are consistent with FRCC and CCCS requirements; (b) ensure parents and students are well informed regarding college policies and degree and certificate requirements; and (c) coordinate providing appropriate instructors from FRCC where qualified SVVSD faculty are not available to teach courses.

1.1.5. **Lead Consortium Liaison.** The Consortium shall designate a single liaison person to represent their interests with SVVSD and FRCC. The liaison person will be the primary point of contact for the Consortium

## 1.2. Roles of Business and Industry.

1.2.1. The Consortium will negotiate in good faith any outstanding or open issues brought forward for discussion by the Parties and amend this Agreement as appropriate as mutually agreed upon by the Parties; provided, that, any such amendment shall be approved in advance in writing by the Parties.

- 1.2.2. The Consortium will collaborate with SVVSD and FRCC to create an up-to-date skills map for relevant industries/sectors that identify essential competencies.
- 1.2.3. The Consortium will collaborate with SVVSD and FRCC to identify post-secondary competencies and validate the proposed course scope and sequence to help students meet industry expectations.
- 1.2.4. The Consortium will, in good faith, consider students who complete the approved curriculum and earn a high school diploma plus the associate degree from P-TECH for appropriate jobs, where such job's minimum qualifications include knowledge, skills, and abilities that are a match. Upon application made by a student, a member or members of the Consortium will interview and consider such a student for open positions that are appropriate and available at the time the student graduates with an associate degree. Final hiring decisions will be made solely at the discretion of each member of the Consortium.
- 1.2.5. The Consortium will use reasonable efforts to recruit their employees to serve as mentors to students. Mentors will be matched with one or more students in the program and will be invited to engage in regularly scheduled mentor activities such as mentor events at the high school or other location, email communications with mentees, and after school enrichment activities. All mentor events and activities are optional for individual mentors (i.e., there is no mandatory attendance requirement); however, the Consortium is encouraged to recruit employees to serve as mentors who are committed to helping students grow and develop academically, socially, and professionally. The Consortium will use reasonable efforts to provide training and support to all participating mentors. To the extent a Consortium entity does not have the capacity to provide a large number of mentors, the entity may facilitate mentorships with and through different companies that are its members. For example, LCC may not have enough staff to mentor a large number of students, however, they may facilitate additional mentorships through local companies that are members of LCC. Likewise, for LEDP, LDDA, and BLCC. Such mentors shall be considered mentors provided by LCC, LEDP, LDDA, and BLCC, respectively.
- 1.2.6. To the extent feasible, the Consortium will make skills-based paid internships available to each student; however, the Parties recognize that the number of students ready for internships may exceed the number of internships available through the Consortium members. Similar to subsection 1.2.5 above, under these circumstances, the Consortium will explore other options, such as engaging members of the Consortium to expand capacity for paid internships. An internship facilitated through a specific member of the Consortium shall be considered an internship provided by that entity.
- 1.2.7. The Consortium will collaborate with SVVSD and FRCC to align technical skills and workplace competencies with curriculum, course offerings, and other resources.
- 1.2.8. Each Consortium entity will provide a liaison person (one of whom will be the "Lead Consortium Liaison" described in Section 1.1.5) who has the authority to coordinate with SVVSD and FRCC on the applicable entity's behalf.

### **1.3. Fiscal and Operational Impacts.**

- 1.3.1. **Philosophy.** The Parties are committed to the P-TECH philosophy that the educational component of the program should be delivered without cost to students.
  - 1.3.2. **Operational Provisions.** Operational provisions shall be as set forth in **Addendum B – Operational Provisions.**
  - 1.3.3. **Financial Provisions.** Tuition, fees, return of tuition, and related provisions shall be as set forth in **Addendum C – Financial Provisions.**
  - 1.3.4. **Textbooks, Lab Fees, Software Licenses, and Other Associated Costs.** The Parties agree to keep the costs for items such as textbooks, lab fees, software licenses, etc., to a minimum for courses associated with P-TECH. If feasible and within existing budgets and annual appropriations, SVVSD agrees to pay for textbooks, lab fees, software licenses, and other costs directly associated with the P-TECH courses. Excluded from SVVSD's obligations are pre-existing items owned by either FRCC or the Consortium, such as computers in existing computer labs, pre-loaded software, or reused textbooks. FRCC agrees to use best efforts to maintain an average three-year (3-year) textbook replacement cycle for FRCC classes (whether taught at FRCC or SVVSD).
  - 1.3.5. **Other Sources of Funding.** On an ongoing and case by case basis, the Parties agree to work together to apply for grants, scholarships, and/or other funding sources that may be available, or may come available in the future, to help defray costs associated with P-TECH.
- 1.4. **Process for Operational Dispute Resolution.** This provision shall control only for the resolution of operational disputes and shall not be applicable for breaches of contract and the alternative dispute resolution process set forth in Section 8.8.6 below.
    - 1.4.1. **Resolve Disputes at the Lowest Level.** The Parties agree to attempt to resolve conflicts and issues at the lowest possible level of the organizational structure. If there is an issue at a school or campus site, the issue will first be brought to the attention of the appropriate school or campus administrator. Similarly, if there is an issue with an internship or mentorship, the issue will first be brought to the attention of the Consortium liaison discussed in Section 1.2.8. The administrator or liaison shall be empowered to exercise his or her full authority to resolve the conflict consistent with the applicable rules and regulations under the purview of where the conflict or issue arose.
    - 1.4.2. **P-TECH Liaison.** If the dispute cannot be resolved at the lowest level, the dispute will be brought to the attention of the appropriate P-TECH liaison person (i.e., SVVSD Executive Director of P-TECH, FRCC P-TECH Instructional Coordinator, or Lead Consortium Liaison). The P-TECH liaison person will attempt to resolve the dispute by working with the other P-TECH liaisons and, if necessary, making recommendations for corrective action to the Steering Committee.
    - 1.4.3. **Steering Committee.** Disputes that cannot be resolved either by a local administrator or the P-TECH liaisons shall be brought to the Steering Committee for general discussion and consideration. The Steering Committee may decide to resolve the dispute by majority vote as set forth in Section 1.1.1.3.

1.4.4. **Autonomy of each entity.** Notwithstanding anything to the contrary contained herein, each entity of the P-TECH collaboration reserves the right to take independent actions consistent with the law and the entity's rules and regulations to immediately resolve dangerous, harmful, or disruptive situations. For example, a member of the Consortium may remove a student from a job site, call the police, or respond in a manner it deems necessary, in its sole discretion, to resolve any such incident.

2. **HLC Site Approval.** Higher Learning Commission (HLC) Site Approval – As FRCC's accrediting body, HLC requires FRCC to submit for approval in advance any additional locations where FRCC will deliver coursework outside of its approved campus locations where that additional coursework will represent 50% or more of an eligible degree or certificate program. Students in the P-TECH program will reach this threshold in their Junior year, but approval must be granted prior to start of the program in the 2023-24 academic year. FRCC will take the lead to submit and secure the required approval.

2.1. FRCC will prepare and submit to HLC an application for Additional Location Approval for Longmont High School, and will take all necessary steps to ensure that this approval is granted prior to the start of the P-TECH college-credit-bearing coursework.

2.2. FRCC will prepare and submit to HLC an application for Additional Location Approval for other SVVSD locations if and when necessary, and will take all necessary steps to ensure that this approval is granted prior to the start of any P-TECH college-credit-bearing coursework at those additional locations.

2.3. SVVSD will supply all pertinent documentation requested to support FRCC's application(s) to HLC for additional location approval(s), including completion of an FRCC-supplied questionnaire/application and supporting narrative documents.

### 3. **Intellectual Property**

3.1. FRCC curricula provided or developed by FRCC for use in this P-TECH program, including but not limited to course descriptions, syllabuses, instructional materials, worksheets, and assessment tools (quizzes, exams, etc.) ("College Curriculum"), are and shall remain the exclusive intellectual property and work product of FRCC, and may only be used for purposes of delivering the P-TECH program as outlined in this Agreement. FRCC shall secure ongoing rights to use any curricular content provided by FRCC that is not already owned by FRCC.

3.2. FRCC reserves exclusive rights to amend FRCC Curriculum as appropriate to keep the curriculum current with the evolving needs of the technology business community, consistent with college policies and processes.

3.3. Supplemental college curricula that may be provided or developed by SVVSD for use in this P-TECH program, including but not limited to course descriptions, syllabuses, instructional materials, worksheets, and assessment tools (quizzes, exams, etc.) ("Supplemental College Curriculum"), are and shall remain the exclusive intellectual property and work product of SVVSD. SVVSD shall secure ongoing rights to use any supplemental curricular content provided by SVVSD that is not already owned by the school district.

- 3.4. Supplemental college curricula that may be provided or developed by the Consortium for use in this P-TECH program, including but not limited to course descriptions, syllabuses, instructional materials, worksheets, and assessment tools (quizzes, exams, etc.) (“Supplemental College Curriculum”), are and shall remain the exclusive intellectual property and work product of the applicable member of the Consortium.
- 3.5. FRCC and SVVSD will collaborate on the alignment and sequencing of the combined high school and college course sequences, working to ensure that students experience a smooth transition between high school and college coursework, and are progressing successfully; and to make changes to the sequencing as needed to maintain the sustainability of the program.
- 3.6. FRCC will transcript all college classes attempted in the P-TECH program. Classes successfully completed with a grade of C or higher will apply toward FRCC degrees/certificates. SVVSD will articulate those college credits toward high school diploma requirements as they deem applicable and appropriate while working with students to help them complete their high school diploma requirements in four years.

#### 4. **College Degree/Program Instruction, Oversight and Control.**

##### 4.1. **Instructor Hiring and Credentialing**

- 4.1.1. **Credentialing.** FRCC will establish the credentialing requirements for all faculty and instructors who will teach post-secondary courses in the P-TECH program, consistent with the standards and requirements of HLC and the Colorado Community College System (CCCS), and with FRCC academic department needs, to ensure the consistency and quality of the coursework.

FRCC will have exclusive responsibility and authority for the credentialing processes (application, review, issuance and renewal) for all post-secondary instructional staff, both college and school district employees.

- 4.1.2. **Hiring.** FRCC and SVVSD will each have exclusive responsibility for hiring of their respective employees. Each may consult with the other as requested to better ensure the quality and appropriateness of the selection of candidates for teaching post-secondary coursework in a secondary school setting. All SVVSD faculty who are selected to teach post-secondary coursework must qualify for and be eligible to be granted an FRCC approved post-secondary credential, as defined in 4.1.1 above, prior to being assigned college coursework.

- 4.2. **Quality of Instruction.** FRCC will have primary responsibility for assessing and maintaining the quality and appropriate college-level rigor for post-secondary instruction. FRCC and SVVSD will work together to determine which courses will be taught by college faculty and which may be taught by properly credentialed high school teachers. In the event an FRCC instructor, credentialed high school teacher, or FRCC faculty is identified as requiring additional instructional professional development, SVVSD and FRCC will collaborate to implement meetings, conversations, and workshops to support improvements in instructional quality. This professional development plan will be offered to instructors each semester so they can learn and review scaffolding strategies that support transitioning college students in rigorous college courses. FRCC shall also assess student learning of FRCC course learning outcomes regularly, program learning

outcomes (PLO) and student learning outcomes (SLO), to ensure rigor is consistent, and 100% of course competencies are being met.

- 4.3. **Instructor Observations/Evaluation for Ongoing Assignments.** FRCC will conduct periodic instructor observations for all instructors teaching in the P-TECH program, both at the high school location and on the FRCC campus. Instructors will be evaluated for effectiveness, quality of instruction, student achievement of learning outcomes, adherence to the assigned curricula, and other factors as appropriate to ensure the instructor's competence to continue teaching in the program.
- 4.4. **Ongoing Professional Development.** FRCC, SVVSD and the Consortium will collaborate to provide regular, appropriate, and relevant ongoing professional development for all instructional staff teaching in the P-TECH program and student support staff working with P-TECH students.
- 4.5. **Assessment of College Student Learning Outcomes.** Consistent with HLC guidelines, FRCC student learning outcomes will be assessed in the P-TECH program in the same manner as for the same FRCC programs delivered on the FRCC campuses.

## 5. **Students with Disabilities.**

- 5.1. **Primary Responsibility.** SVVSD is responsible for providing a free and appropriate public education to all students with disabilities, consistent with the Individuals with Disabilities Education Act, 20 U. S. C §1400 et seq. (IDEA), Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. §794 (Section 504), and the Exceptional Children's Educational Act, C. R. S. 22-20-101, et seq. (ECEA). As such, SVVSD will make available to each P-TECH student the same continuum of services, including special education and related services it provides to all SVVSD students. Additionally, SVVSD will provide services such as additional tutoring and other academic support for college classes taught at the high school as resources are available. FRCC Disability Services will provide appropriate class accommodations in FRCC classes taught on the FRCC campus per post-secondary regulations.
- 5.2. **Secondary Responsibility.** FRCC and the Consortium may have additional responsibility to provide appropriate accommodations and modifications in accordance with Section 504 and/or the Americans with Disabilities Act. FRCC and the Consortium may also provide resources such as counseling and tutoring programs, online-mentoring capabilities, and job and career counseling services. To the extent practicable, FRCC and the Consortium will make these additional resources available to P-TECH students.
- 5.3. **Additional Services.** The Parties agree to work together to manage and facilitate additional items such as providing the Consortium with any needed training or information on compliance and expectations, teacher/instructor professional development, program recruiting, application standards and processing, and registration and coding of students.

## 6. **Facilities.**

- 6.1. **Definition.** "Facilities" refers to classrooms, equipment for classrooms (i.e., student desks and chairs, whiteboards, technology equipment, etc.), classroom PCs and corresponding PC labs, software site licenses, and library services.



- 6.2. **Shared Responsibility.** Each party will ensure adequate Facilities are available for proper instruction of P-TECH students while they attend courses or participate in internships on SVVSD, FRCC, or the Consortium's property, as applicable. If the P-TECH students will be at a member of the Consortium's Facility, SVVSD and FRCC, as appropriate, will facilitate the execution of all necessary releases and other documentation by the minor's parents or guardians prior to the P-TECH students' arrival to the Facility. The Parties agree to work together to determine the specific needs of each P-TECH course or internship.
- 6.3. **Cooperation.** The Parties agree to cooperate and, when possible, share educational assets to provide the highest quality educational experience possible for P-TECH students. Cooperation may take several forms, but includes, without limitation, sharing of available computer labs and open-source software resources, mentorship and counseling capacity, and tutors and academic assistance.

## 7. Program Assessment and Review.

- 7.1. **SVVSD Responsibilities.** As the Lead Implementation Partner, SVVSD will keep track of program metrics (i.e., graduation rates, performance statistics, student demographics, etc.), in accordance with the Colorado Department of Education ("CDE") reporting requirements. SVVSD will also be responsible for filing timely reports to CDE in accordance with the requirements set forth in House Bill 15-1270.
- 7.2. **FRCC Responsibilities.** FRCC will be responsible for complying with any and all requirements that may be imposed by the Higher Learning Commission ("HLC") and the Colorado Department of Higher Education ("CDHE"). FRCC will ensure all reports and administrative requirements mandated by HLC and/or CDHE are timely filed.

## 8. Miscellaneous

- 8.1. **Local Control.** The Parties recognize that, through the course of the P-TECH program, students will move between different campuses and worksites. Each party retains the authority to enforce local rules and regulations associated with their campus or the applicable worksite.
- 8.2. **Good Faith.** It is foreseeable that unexpected challenges and obstacles may arise as the P-TECH program is developed. However, the Parties mutually agree to work together in good faith to overcome those challenges and obstacles, and address them as the program develops over time, in order to create a successful educational experience for P-TECH students.
- 8.3. **Annual Internal Review and Reflection.** SVVSD, FRCC, and the Consortium agree to review and reflect on the status of the P-TECH program at least annually. Such review and reflection should, at a minimum, involve an analysis of the instructional level of the courses, financial stability of the program, and progress of the P-TECH students. The annual review and reflection is intended as an opportunity for the Parties to identify strengths and weaknesses of the program and to retool operations for the benefit of future P-TECH students.

- 8.4. **Counterparts.** This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 8.5. **Notices.** All notices to any party required or desired to be given hereunder shall be in writing and shall be sent by hand delivery, overnight courier, or by email to the addresses set forth below or such other address as such party may hereafter specify for that purpose by notice to the other Parties. Any notice shall be deemed to have been given on the date of its actual receipt. Email notifications shall be deemed received upon receipt of a response-email verifying the original notification email was received.

<p>SVVSD  Brandon Shaffer,  Executive Director of P-TECH  St. Vrain Valley School District  395 S. Pratt Pkwy.  Longmont, CO 80501  (303) 776-6200  shaffer_brandon@svvdsd.org</p>	<p>FRCC  Front Range Community College  Attn: Contracts  3645 W. 112<sup>th</sup> Ave.  Campus Box 26  Westminster, CO 80031  (303) 404-5310  contracts@frontrange.edu</p>
<p>City of Longmont  Joanne Zeas, Chief Human Resource  Officer  350 Kimbark St.  Longmont, CO 80501  (303) 651-8605  joanne.zeas@longmontcolorado.gov</p>	<p>Longmont Chamber of Commerce  Name: Scott Cook, Chief Executive  Officer  528 Main St.  Longmont, CO 80501  (303) 776-5295  scook@longmontchamber.org</p>
<p>Longmont Economic Development  Partnership  Jessica Erickson  President &amp; CEO  1925 Pike Rd., Ste. 202  Longmont, CO 80501  (303) 651-0128  jessica@longmont.org</p>	<p>Longmont Downtown Development  Authority  Kimberlee McKee  Executive Director  320 Main St.  Longmont, CO 80501  (303) 651-8483  kimberlee.mckee@longmontcolorado.gov</p>
<p>Comara de Comercio Latina del Condado  Boulder Latino Chamber of Commerce of  Boulder County  Berenice Garcia Tellez  Chair, Board of Directors  P.O. Box 1013  Lafayette, CO 80026  (720) 491-1986  Berenice.garciatellez@denvergov.org</p>	

## 8.6. Term

8.6.1. **Effective Date.** This Agreement shall become effective when executed by all of the Parties (hereinafter called the “Effective Date”).

8.6.2. **Term.** The Agreement shall continue in effect for a period of three (3) years from the Effective Date of this Agreement unless sooner terminated as permitted herein. If the Parties do not enter into a new agreement or an extension to this Agreement upon the third anniversary of this Agreement, and provided that the Parties continue to work together in the operation of the P-TECH program, this Agreement shall be deemed to be extended on a year-to-year basis each year following the third anniversary of this Agreement until either (a) one of the Parties formally terminates the collaboration pursuant to Section 8.7 below, or (b) a new agreement or an extension to this Agreement is entered into by the Parties.

8.7. **Termination.** SVVSD, FRCC, and the Consortium may terminate this Agreement on thirty days’ (30 days’) written notice to the other Parties. 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. Notwithstanding the foregoing, if a member of the Consortium decides not to continue with the collaboration, that member may leave the program pursuant to section 1.1.1.4. above without terminating this Agreement. However, if all the members of the Consortium decide to leave the collaboration, then the Agreement will continue in effect until the conclusion of that academic term and the Agreement will terminate.

## 8.8. Additional Provisions

8.8.1. **MODIFICATIONS.** The Agreement may be modified only in writing signed by the Parties.

8.8.2. **ACTIONS OR OMISSIONS.** Each of the Parties shall be solely responsible for the actions or omissions of its officers, employees, and agents. Nothing in the Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations any of the Parties 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.

8.8.3. **COMPLETE AGREEMENT.** The 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.

8.8.4. **NON-APPROPRIATION.** To the extent that the Term of this Agreement extends beyond the end of the fiscal year in which the Effective Date occurs, all financial obligations of SVVSD, FRCC, and the City of Longmont hereunder shall be subject to appropriation and budgeting by the respective budget authorities (SVVSD’s Board of Education, CCCS Board of Directors, and the Longmont City Council) of amounts sufficient to meet such obligations. In the event such amounts are not appropriated and budgeted, SVVSD, FRCC, or the City of Longmont shall terminate this

Agreement as of the end of the fiscal year in which sufficient amounts have been appropriated and budgeted.

- 8.8.5. **LIMITATION OF LIABILITY.** In no event will the Parties to this Agreement be liable for any special, consequential, punitive, exemplary or incidental damages in connection with this Agreement, even if advised of the possibility of such damages. This limitation shall be construed as enforceable to the fullest extent allowed by law. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE AGREEMENT FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL NOT EXCEED ACTUAL COSTS INCURRED UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE MONTH PERIOD.
- 8.8.6. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other, in accordance with Section 1.4.1. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in a court of competent jurisdiction in Boulder, Colorado.
- 8.8.7. **ASSIGNMENT.** This Agreement shall be binding on the Parties and their respective successors and assigns. No party may assign, sublicense or otherwise transfer this Agreement or any rights under this Agreement (unless otherwise expressly permitted hereunder), whether by operation of law or otherwise, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party (as the "assigning party") may assign, delegate, sublicense, pledge or otherwise transfer any or all of its rights under this Agreement, in whole or in part, upon written notice to the other party, (i) to any of the assigning party's Affiliates, (ii) by operation of law, or (iii) in connection with a merger, acquisition, change of control, corporate reorganization, divestiture, consolidation or sale of all or substantially all of the assigning party's assets.
- 8.8.8. **COMPLIANCE:** Each of the Parties agree that it is and will remain in compliance with all applicable federal, state and local laws, rules, and regulations, including, but not limited to the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, and the Colorado Student Data Transparency and Security Act (CSDTSA), C.R.S. §§ 22-16-101 et seq., in effect during the term of the Agreement to the extent that each party processes personal information covered by such laws in connection with their

roles and responsibilities as set out in this Agreement. CSDTSA requires SVVSD to ensure compliance with C.R.S. §§ 22-16-108 to 22-16-110; the Parties agree this section satisfies such requirement.

8.8.9. SPECIAL PROVISIONS: In order to ensure compliance with Colorado law, the Parties agree to the terms set forth in **Addendum C** attached hereto and incorporated into this Agreement by reference.

8.8.10. NON-DISCRIMINATION: SVVSD is a taxpayer-funded public-school district and recipient of federal funds that provides equal educational opportunities to all students regardless of race, color, religion, national origin, sex, sexual orientation (which includes transgender status), disability, or other protected status. The Parties shall comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, sex, sexual orientation (which includes transgender status), disability, or other protected status. If any party restricts participation in work-based learning activities based on citizenship status, that party shall notify SVVSD and identify in writing the applicable law, regulation, executive order, or contract that is the basis for such restriction. Upon receipt of such notification SVVSD, in SVVSD's sole discretion, may terminate the P-TECH Agreements with respect to that party or decline to offer the restricted work-based activities to its students.

8.8.11. FORCE MAJEURE: No party shall be liable or responsible to the other Parties, nor be deemed to have defaulted under or breached the P-TECH Agreements, for any failure or delay in fulfilling or performing any term of the P-TECH Agreements, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or pandemic; (c) war, terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the impacted party.

8.8.12. SUCCESSORS AND ASSIGNS: The P-TECH Agreements shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Nothing in the P-TECH Agreements, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of the P-TECH Agreements, except as expressly provided in the P-TECH Agreements.

**[Remainder of page intentionally left blank.]**

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**Name of Local Education Provider (LEP):**

St. Vrain Valley School District RE-1J

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Name of Higher Education Provider:**

THE 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 Front Range Community College

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ President \_\_\_\_\_

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

**[Signatures continue on following page.]**

**Name of The Consortium of Entities Constituting Industry Partner:**

Longmont Chamber of Commerce, a Colorado nonprofit corporation

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Longmont Economic Development Partnership, a Colorado nonprofit corporation

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Longmont Downtown Development Authority, a Colorado nonprofit corporation

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Camara de Comercio Latina del Condado Boulder Latino Chamber of Commerce of Boulder County, a Colorado nonprofit corporation

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**[Signatures continued on following page.]**

**Name of Consortium of Entities Constituting Industry Partner (cont.):**

City of Longmont

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **Addendum A – Description of P-TECH Collaboration**

## **Addendum B – Operational Provisions**

The Pathways in Technology Early College High School (P-TECH) legislation, Sections 22-35.3-101 to 105, C.R.S. (Act), provides options for high school students to enroll in degree programs offered by FRCC. The Parties have decided to establish a P-TECH Program pursuant to the Act and therefore further agree to the following operational provisions:

### **1. Eligibility**

Students who wish to enroll in the P-TECH Program must be enrolled in the 9<sup>th</sup> grade or higher in SVVSD, be less than twenty-one (21) years old and meet FRCC's requirements for each course. At SVVSD's discretion, student requirements for eligibility in the P-TECH Program can be further restricted.

### **2. Enrollment**

The Operational Agreement covers only postsecondary courses offered by FRCC, in which high school students will be permitted to enroll pursuant to the P-TECH Program. FRCC agrees to enroll SVVSD students in courses offered by FRCC as follows:

- a. The courses offered by FRCC must be applicable to earning specified degrees.
- b. FRCC 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, FRCC will consult with SVVSD prior to taking such action.
- c. Students enrolled in FRCC courses through the P-TECH Program are subject to the academic and disciplinary rules of FRCC's Student Code of Conduct and must adhere to all FRCC policies and procedures. Any violations of the Student Code of Conduct are subject to disciplinary proceedings and sanctions.
- d. Students in need of accommodations will utilize accommodation services provided by SVVSD for courses taught at SVVSD's sites, and will utilize FRCC's Disability Services Office for accommodation services for courses being taught at FRCC Campus.
- e. FRCC is responsible for the course content, course prerequisites and quality of instruction.
- f. Students may participate in interscholastic high school activities as students of SVVSD, including but not limited to athletics. With regard to College activities, students may participate in College activities but are not eligible for NCAA athletic activities.
- g. SVVSD will provide a copy of this Agreement to the Colorado Department of Education. FRCC or the Colorado Community College System (CCCS) will provide a copy of this Agreement to the Colorado Department of Higher Education.
- h. SVVSD and FRCC shall establish an academic program of study for each student enrolled through the P-TECH Program pursuant to the provisions of Section 22-35.3-

101 to 105, 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 SVVSD, and (2) a plan by which SVVSD shall make available to the student ongoing counseling and career planning.

### **3. Credit**

Students who are accepted in the P-TECH Program shall receive postsecondary credit toward a degree or certificate for college coursework successfully completed, and credit toward high school graduation for designated dual-credit college coursework successfully completed.

### **4. Registration**

- a. All students shall apply for admission, enroll and register as College students in accordance with FRCC's admission and registration requirements and processes. This process includes completing the application for the College Opportunity Fund (COF) and ensuring that every student's COF is successfully connected to the student's FRCC account.
- b. SVVSD shall enroll students in FRCC courses that pertain to the degree program indicated on their Academic Plan.
- c. Academic advising and career planning will be available to students at both FRCC and SVVSD.
- d. All students shall complete the P-TECH Enrollment Agreement and Registration Form and submit to FRCC by the course census date.

### **5. Financial Provisions**

The tuition and fees charged by FRCC for students enrolled in the P-TECH Program will be as follows and as further detailed in the Financial Provisions in Addendum C:

- a. SVVSD agrees to provide FRCC with each student's uniquely identifying student number (SASID) which will be used to authorize COF stipend payments to FRCC on behalf of the enrolled student.
- b. SVVSD hereby agrees to pay FRCC on behalf of the student pursuant to the terms in Addendum C - Financial Provisions.

### **6. FTE Status**

SVVSD shall include the students in its pupil enrollment pursuant to the provisions of Section 22-35.3-104, C.R.S. FRCC shall also include the students in determining the number of student FTEs pursuant to Title 23, C.R.S.

### **7. Use of SVVSD's Facilities and Faculty**

- a. If FRCC courses are taught at SVVSD's facilities, SVVSD shall provide adequate classrooms and furnishings to facilitate teaching of courses. The parties shall mutually agree upon days and times of the course offerings.
- b. SVVSD shall provide all instructional supplies and equipment necessary to facilitate teaching of courses that take place at SVVSD's facilities.
- c. FRCC will approve development and classroom delivery of all post-secondary courses that occur at SVVSD's facilities.
- d. In certain instances, faculty necessary to facilitate teaching of courses at SVVSD's facilities shall be provided by and paid by SVVSD. FRCC shall have the right to approve and reject faculty provided by SVVSD. SVVSD shall be responsible to ensure all faculty provided have adequate credentials to meet State standards and College academic standards.
- e. Faculty teaching a CTE college course must maintain a current Colorado postsecondary CTE credential. In the event a CTE course is also a transfer course (i.e., ENG 121 or BUS 115) the faculty teaching must also meet the transfer course requirements established by FRCC. It is the responsibility of FRCC Vice President for Academic and Student Affairs to ensure all faculty meet the minimum qualifications.
- f. Faculty provided by SVVSD shall be responsible for evaluating students and providing grades and other documentation to FRCC in accordance with regular FRCC processes and deadlines.

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

## **Addendum C – Financial Provisions**

### **1. Tuition**

SVVSD agrees to pay to FRCC one hundred percent (100%) of a SVVSD student's current share of tuition for enrollment in the P-TECH Program, as approved by the State Board for Community Colleges and Occupational Education ("SBCCOE"). FRCC shall charge SVVSD at the Resident "on-campus" and Resident "on-line" tuition rates depending on what the student registers for. The tuition rates for future years will be determined annually by the SBCCOE.

FRCC shall charge SVVSD 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; provided, however, FRCC shall use best efforts to confirm students have successfully applied for and received their COF stipends prior to enrolling them in College classes. The COF stipend is annually set by the Colorado General Assembly. The requirement for students to apply for COF shall be a semester-by-semester requirement, and SVVSD shall have no obligation for paying for students who withdraw from the program, for whatever reason, and do not enroll in further college classes.

SVVSD agrees to pay one hundred percent (100%) of the student's share of tuition for all students who withdraw from college courses after the applicable drop-date for any such course, even if that student has withdrawn from SVVSD.

In the event that a student does not withdraw from a college course before the applicable drop-date for such course and the student does not successfully apply for COF and have it successfully applied to their student account, FRCC shall charge SVVSD the additional COF stipend set per credit hour greater than the student share of tuition for these courses.

When a student attends class on FRCC campus, SVVSD agrees to pay one hundred percent (100%) of the student's share of tuition. In the event that students do not successfully apply for COF and have it successfully applied to their student account, FRCC shall charge SVVSD the additional COF stipend per credit hour greater than the student share of tuition for these courses.

FRCC will provide SVVSD with the tuition rates and the set COF stipend prior to the start of each academic year.

Additionally, if the student or his or her parent or legal guardian does not remit timely payment of any amounts they owe FRCC (e.g. library late fees), he or she will be subject to collections.

### **2. Return of Tuition, Faculty/Instructor Cost**

For the term of this Agreement, when a qualified high school instructor teaches on behalf of FRCC at SVVSD's site, FRCC will return ninety-five percent (95%) of the student's current share of tuition to SVVSD.

For the term of this Agreement, when a College faculty member is required to teach on behalf of FRCC at SVVSD's site, FRCC will return ninety-five percent (95%) of the student's current share of tuition to SVVSD minus faculty costs. If a qualified part-time instructor cannot be provided due to scheduling conflicts or hiring limitations, a full-time FRCC faculty member will be assigned to the course(s) and the percentage of the full-time faculty member's salary dedicated to P-TECH course(s) will be deducted from the 95% tuition reimbursement to SVVSD. FRCC shall inform SVVSD which instructor or faculty member will teach a particular course at least 30 days prior to the start of the course, and FRCC shall provide SVVSD the instructor or faculty member's credentials for teaching the course and indicate whether the individual is designated as an "instructor" or "faculty member" for billing purposes.

FRCC will provide SVVSD with the tuition rate and faculty costs prior to the start of each academic year.

### **3. Fees**

Pursuant to Section 22-35-105(3)(b), C.R.S., FRCC may charge SVVSD any and all FRCC specific fees or any Colorado Community College System wide fee. FRCC shall not charge such fees to SVVSD unless SVVSD voluntarily agrees to pay for fees. In those circumstances, SVVSD shall submit its authorization in writing to FRCC.

### **4. Invoicing Procedures**

Each semester, FRCC will submit an invoice for the net amount of tuition due for all of SVVSD's students, calculated in accordance with the specifications above, within forty-five (45) days after FRCC's census date.

SVVSD will pay FRCC within thirty (30) days from the date of the invoice.

Invoices shall be sent to: St. Vrain Valley School District  
395 S. Pratt Parkway  
Longmont, CO 80501  
Attn: Greg Fieth

Payments shall be sent to: Front Range Community College  
3645 W. 112<sup>th</sup> Avenue  
Westminster, CO 80031  
Attn: Cashier/Contract #210114

### **5. Textbooks and Course Materials**

Students must have textbooks and course materials that have been approved by FRCC. SVVSD will be responsible for providing the textbooks and course materials for courses taught at SVVSD's site and at FRCC Campus. FRCC will not be responsible for providing textbooks and course materials; however, in order to contain textbook costs, FRCC agrees to use best efforts to maintain an average three-year (3-year) textbook replacement cycle for FRCC classes (whether taught at FRCC or SVVSD).

## Addendum C – Special Provisions

### SPECIAL PROVISIONS

These Special Provisions apply to the Agreement. In the event of a conflict or inconsistency between this Addendum C and the Agreement and any Exhibits or attachments, the provisions of this Addendum C shall control.

- 1. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the FRCC and SVVSD 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 the Agreement 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.** The parties shall perform their duties hereunder as independent contractors and not as employees. No party nor any agent or employee of a party shall be deemed to be an agent or employee of another party. No party or their employees and agents are entitled to unemployment insurance or workers compensation benefits through another party. No party shall pay for or otherwise provide such coverage for any other party or any of their agents or employees. Unemployment insurance benefits will be available to a party and their employees and agents only if such coverage is made available by that party or a third party. All Parties shall pay when due all applicable employment taxes and income taxes and local head taxes as required under applicable law. No party shall have authorization, express or implied, to bind another party to any agreement, liability or understanding, except as expressly set forth herein. All Parties 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 FRCC or SVVSD, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 4. COMPLIANCE WITH LAW.** The parties 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 Agreement. 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 Agreement, to the extent capable of execution.
- 6. BINDING ARBITRATION PROHIBITED.** The Parties do not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the Agreement 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 Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Consortium shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If FRCC or SVVSD determine that a member of the Consortium is in violation of this provision, FRCC or SVVSD may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of this Agreement 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 has any personal or beneficial interest whatsoever in the service or property described in this Agreement.

**9. STUDENT DATA PRIVACY. §§22-16-101 et seq., C.R.S.** The parties agree that any data given to them by SVVSD in order to perform their obligations under the Agreement (i.e., student personally identifiable information, demographic data, financial data, etc., collectively referred to herein as “Confidential Data”), whether provided through electronic transfer or on physical drives, remains the sole property of SVVSD. The parties shall maintain the Confidential Data in the strictest confidence consistent with, and shall comply with, the Colorado Student Transparency and Security Act (in particular § 22-16-108 through 110, C.R.S.), Children’s Online Privacy Protection Rule, and the Federal Education Rights and Privacy Act. Any discovery of Confidential Data by a party in the ordinary course of business shall remain confidential and shall similarly be maintained in a manner consistent with all Colorado and federal laws. Confidential Data shall not be passed, transported, or otherwise moved outside the SVVSD networks, the parties’ secure data transmission sites, or off SVVSD property without written approval from SVVSD’s Chief Technology Officer. Confidential Data stored on SVVSD equipment shall not be duplicated or transferred to a different media without SVVSD’s express written consent. Changes to practices, privacy policies, or end user license agreements that conflict with existing Colorado or federal laws and material breaches that involve the misuse or unauthorized release of Confidential Data may result in immediate termination of the Agreement.