

Memorandum of Understanding between the Colorado Community College System (CCCS) and Coppin State University (CSU) Concerning Guaranteed Admissions and Articulation.

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made by and between the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education for the use and benefit of the Colorado Community College System (“CCCS”) and Coppin State University (“CSU or “The University”). CCCS and CSU are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. CSU is a regionally accredited post-secondary institution of higher learning that offers baccalaureate in a variety of disciplines, one graduate degree, and other post-secondary academic programs.

B. Each of the thirteen community colleges that constitute CCCS (“CCCS College”) is a regionally-accredited post-secondary institution of higher learning that offers accredited programs that educate and qualify students to receive Associate of Arts (“AA”) and Associate of Science (“AS”) degrees, as well as other post-secondary degrees and certificates.

C. CSU and CCCS have made a Bridge to Bachelor’s Degree (BtoBD) agreement allowing students who apply and enroll at CCCS to also enroll at CSU. CCCS students, upon fulfillment of BtoBD terms and completion of their AA or AS degree at a CCCS College, with at least a 2.0 GPA, are guaranteed admission to CSU without paying an application fee or meeting any additional entrance requirements.

D. Additionally, supplemental Associate of Applied Science and Bachelor of Applied Sciences degrees can be added to this agreement by addendum as identified by both CSU and CCCS including, but not limited to, AAS to BAS/BS/BA programs, AFA to BFA programs, and/or BAS/BS to Masters programs. Articulation pathways outside of the standard BtoBD program will be marketed separately from Bridge to Bachelor’s Degree, and may have separate GPA requirements

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

Coppin State University Responsibilities

- Provide early-advising assistance and transfer pathway options to CCCS students enrolled in the BtoBD program regarding appropriate course selections stating as early as the students first semester in the program, and starting no later than the students second semester. Advising meetings may be conducted in person, via email, phone, video, or through the use of virtual technology.

- Develop and use transfer planning guides for each University major to assist in reducing the likelihood that students participating in the BtoBD program will need to take additional courses.
- Have CSU transfer admissions counselors and/or transfer advisors meet with CCCS advisors to share information about the program, course requirements, and the prerequisites of the participating majors.
- Provide CSU staff to assist students in the program to become familiar with the University campus and its student support services and provide opportunities to engage with the faculty, peers, and participate in 'BtoBD' related campus events.
- Provide eligible students with available financial assistance and information regarding scholarship(s) and other financial supports to guide their decision to enroll at CSU.
- Once a student from CCCS is admitted to the BtoBD program through Coppin State University, their continued participation is dependent on meeting the requirements of the particular program as stated by the programmatic admission requirements at Coppin State University.
- On an annual basis, provide CCCS with the following data:
 - The number of students contacted, the number of students who enrolled, the number of students who graduated, and the persistence rate, per lists provided, for data tracking purposes.
 - Persistence rate should include both full time and part time students, and include Fall to Fall, Fall to Spring, and Spring to Spring.
 - Identifiable data for students at a CCCS college who transferred to the University, indicating the following:
 - Continued enrollment vs. no longer enrolled
 - Cumulative GPA
 - Attempted credits
 - Cumulative credits
 - Earned credential
 - Academic program at the university
 - Aggregate de-identified data comparing CCCS students to the University's native students for both full time and part time students; disaggregated by Race, ethnicity, gender, and academic program; indicating:
 - Persistence rate
 - Completion rate
 - Average Cumulative GPA
 - Average Cumulative credits

The Colorado Community College System's and Participating Campuses' Responsibilities

- Pursuant to the Data Sharing provision in this Agreement and the agreement of the student to share information between the institutions upon application to the BtoBD Program, CCCS will provide data, as outlined in the attached Addendum A, for each CCCS student who participates in the BtoBD program.
- Upon consent of student, CCCS will provide CSU with Advising Notes and transcript data, when technologically possible.
- Provide space at the community colleges for CSU admissions counselors and/or advisors to meet with participating students.
- Publicize the availability of the BtoBD program to its prospective and entering first-time students, provide students initial access to this program using its application, and publicize the program on CCCS's institutional websites.
- Support periodic joint meetings of its advisors with CSU admissions counselors and advisors so that the advisors may keep students informed of the dual requirements of both institutions in course selection. CCCS advisors will connect students to CSU advisors when questions arise about course requirements in the student's intended major at CSU.

Both Parties' Responsibilities

- Both Parties acknowledge that it is typically in the best interest of the student to complete their Associate Degree at their respective CCCS College; both Parties will work together to support a student's completion of the Associate Degree at a CCCS College. Should a CCCS student transfer to CSU prior to completing their Associate's Degree, CSU will encourage students to send transcripts back to CCCS for consideration of awarding of the Associates Degree through a reverse transfer.
- Both Parties will work actively to expand this agreement beyond the AA and AS degrees, providing additional opportunities for students to earn a higher level degree.

Data Sharing

- 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), 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.

- The Parties shall comply with the Family Education Rights and Privacy Act (FERPA) with regard to collection and use of Student Education Records. Authorized employees of the Parties will have access to Student Education Records as defined under FERPA for eligible students seeking or intending to enroll. CCCS may provide PII for students who intend or seek to enroll in the University, provided the CCCS Colleges have a statement in its annual notification of rights that it forwards education records in such circumstances, or CCCS has made a reasonable attempt to notify the student in advance of making the disclosure, unless the student has initiated the disclosure.
- 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.
- 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.
- 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.
- 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.

- 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.
- The data receiver shall provide for the security of such PII, in a manner and form, including, without limitation, State of Colorado non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. The data receiver shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.
- In agreeing to comply with the Gramm-Leach-Bliley Act (GLBA), the Parties will use student financial data only for the purpose of fulfilling their respective duties under this Agreement for the student's benefit, 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 the student.

Neither CCCS nor CSU are School Service Contract Providers for purposes of the Colorado Student Data Privacy Act, CRS 22-16-101, *et seq.*

Terms and Termination of Agreement

This Agreement is effective as of the last date written on the signature lines below and shall continue in force and effect until otherwise terminated pursuant to the following provision:

- Either party may terminate this Agreement at any time by giving the other party written notice of not less than one semester with due regard for any student then enrolled in the CCCS, and continue to allow CCCS students admission for 150% percent of the time it would take a full-time student to complete their chosen degree at the time of termination, or the amount of time a program will be in teach-out at CSU for non BA/BS degrees.
- The Parties agree to periodic review of this Agreement and its effectiveness, as measured by successful student transfer from CCCS to the University.
- The terms of this Agreement may be amended at any time. Amendments must be in writing and agreed to by both Parties.
- Modification and Amendment. This Agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties in an amendment that is properly executed and approved in accordance with applicable law.

Representatives and Notices.

For the purpose of providing a contact person for the general administration of this Agreement, the individuals identified below are hereby designated representatives of the respective Parties. Either Party may from time to time designate by notice in writing a new or substitute representative:

For CSU: Dr. Stephan Moore, Vice President of Enrollment Management & Student Affairs

For CCCS: Dr. Ryan Ross, Associate Vice Chancellor of Student Affairs, Equity, and Inclusion; and
Dr. Michael A. Schulman, Director of Student Affairs

Legal Authority

Each Party warrants that it possesses the legal authority to enter into this Agreement, and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement.

Independent Contractor Relationship

The Parties shall perform their duties hereunder as independent contractors and not as employees, agents, or servants of each other. Each Party shall be solely responsible for the acts or omissions of its employees and agents. Furthermore, this Agreement shall not be construed to create any partnership or joint venture between the Parties.

Compliance with Applicable Laws, Rules, and Regulations.

Each Party shall comply with any and all federal and state laws, rules and regulations, and county and municipal ordinances, rules and regulations applicable to each Party's performance of its obligations under this Agreement.


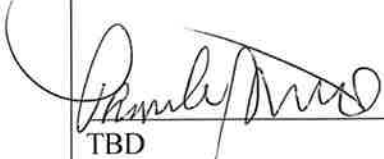
The Parties shall comply with all applicable federal and state anti-discrimination laws that prohibit discrimination on the basis of race, color, sex, age, religion, national origin, disability, or any other prohibited basis. In the event either Party, or any of its employees, agents or students is alleged to have violated any of such anti-discrimination laws while performing obligations under this Agreement, the Parties agree to cooperate in conducting a subsequent investigation, including sharing investigative reports as permitted by law.

Non-Exclusive Agreement. This Agreement is non-exclusive, and either Party may contract with third parties to provide other similar programs.

Miscellaneous. The Parties agree that before using the name or logo of the other in any advertising or on any website regarding the CCCS/CSU BtoBD program, they must receive the other Party's written approval.

Entire Understanding. This Agreement is intended as the complete integration of all understandings between the Parties with respect to the subject matter hereof.

Effective Date. This Agreement is effective as of the date is it signed by duly authorized representatives of both Parties.

<p>STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION FOR THE USE AND BENEFIT OF THE COLORADO COMMUNITY COLLEGE SYSTEM</p>  <hr/> <p>Landon K. Pirius Vice Chancellor of Academic and Student Affairs Colorado Community College System</p> <p>Aug. 31, 2023</p> <hr/> <p>DATE</p>	<p>COPPIN STATE UNIVERSITY</p>  <hr/> <p>TBD</p> <p>9/7/2023</p> <hr/> <p>DATE</p>
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Addendum A:

Server Requirements:

CSU will provide an SFTP server and will require a public SSH2 key and IP addresses for the connecting servers.

Fields to be provided to the University in the Bridge to Bachelor's Degree Data Feed:

CCCS COLLEGE NAME
CCCS COLLEGE CEEB
FIRSTNAME
MIDDLE NAME
LASTNAME
PREFERRED FIRST NAME
ADDRESS
CITY
STATE
ZIP
HOME
MOBILE
EMAIL
PERSONAL E-MAIL
GENDER
DOB
ETHNICITY
RACE
CURRENT ENROLLMENT STATUS
HIGH SCHOOL CEEB CODE
HIGHSCHOOL
GRADYEAR
ENTRYTERM - AT CCCS
MILITARY STATUS
CITIZENSHIP
DEGREE AND MAJOR/CONCENTRATION
CREDITS COMPLETED
GPA
NEW STUDENT INDICATOR

Data Schedule:

CCCS will transmit the data at census and at the conclusion of each Fall and Spring term.