

Addendum No. 1 to the

Memorandum of Understanding between the University of Colorado Denver and the Colorado Community College System (CCCS)

Re “CC to CU Denver Admission Promise,” a Partnership to Facilitate Transfer of CCCS graduate to the University of Colorado Denver

This Addendum No. 1 details the actions to be taken by the University of Colorado Denver (the University) and the CCCS, on behalf of its member institutions to assist community college students who desire a four-year degree to transfer/transition from the community college to the University. The Admissions Promise Agreement – between the CCCS students and the University – build upon existing state-wide transfer guarantees, articulation agreements, and transfer guides. Students who matriculate at a CCCS institution and enroll in the Admissions Promise and fulfill its terms will be admitted, without paying an application fee, to the University upon completion of their Associate of Arts (AA) or Associates of Sciences (AS) degree and cumulative 2.0 GPA, subject to the University’s standard non-academic administrative admission requirements (student conduct, application, etc.). Additionally, CCCS students who have completed an AA or AS degree will automatically receive CU Denver’s Admissions Promise Scholarship.

The University of Colorado Denver’s Responsibilities

- Provide regular visits by its academic advisors to the metro area community colleges to advise students in this program about course selection, starting in the student’s first or second semester of enrollment.
- Provide contact, academic advising, and institutional support for students coming from community colleges outside the metro area, using technology to reach the students on a regular basis.
- Have University advisors meet with CCCS advisors to share information about the program, course requirements, and the prerequisites of the participating majors.
- Provide University staff to assist students in the program to become familiar with the University campus and its student support services, provide opportunities to engage with the faculty, and participate in ‘Admissions Promise’ related campus events.
- Contact students who apply to the University but are not admitted for academic reasons, informing them of the joint admissions agreement and referring them to the CCCS as a path to a baccalaureate degree at the University.
- Provide eligible students with available financial assistance and information regarding scholarship(s) and other financial supports to guide their decision to enroll at the University.
- Award scholarships to eligible students subject to fund availability.

- Provide CCCS with the number of students contacted, the number of students who enrolled, and the number of students who graduated, per list provided, for data tracking purposes.
 - The following is a list of de-identified data to be produced by the University to CCCS on an annual basis for purposes of tracking student success in the APA based on demographics:
 - Continued enrollment vs. no longer enrolled
 - Cumulative GPA
 - Attempted credits
 - Cumulative credits
 - Earned credential
 - Disaggregated by race/ethnicity and gender
 - Disaggregated by program
 - Comparison success data for non-transfer students

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 APA, CCCS will provide data, as outlined in the attached Addendum A, for each CCCS student who participates in the admission promise.
- Provide the University with EAB Advising Notes, when technologically possible.
- Provide the University with transcript data electronically, when technologically possible.
- Provide space at the community college for University advisors to meet with participating students.
- Publicize the availability of the joint admission agreement to its prospective and entering first-year students and provide students initial access to this program using its application form.
- Support periodic joint meetings of its advisors with University 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 the University advisors when questions arise about course requirements in the student's intended major at the University.

Both Parties Responsibilities

- Both Parties acknowledge that it is typically in the best interest of the student to complete their Associate Degree at their 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 the University prior to completing their Associate's Degree, the University will encourage students to send transcripts back to CCCS for consideration of awarding of the Associates Degree through a reverse transfer.

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 acknowledge that for the purpose of this Agreement, each will be designated as a "school official" of the other, with "legitimate educational interests" in the Student Education Records, as those terms have been defined under FERPA and its implementing regulations, and the Parties agree to abide by the limitations and requirements imposed on school officials. 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.
- 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 the University 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 prior written notice of not less than 6 months prior to the intended expiration date.

The terms of this Agreement may be amended at any time. Amendments must be in writing and agreed to by both parties.

The parties agree to periodic review of this agreement and its effectiveness, as measured by successful student transfer from CCCS to the University.

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 The University: Roderick Nairn, Provost and Executive Vice Chancellor for Academic and Student Affairs

For CCCS: Landon Pirius, Vice Chancellor for Academic and 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.

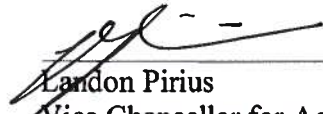
The Parties shall comply with all applicable federal and state anti-discrimination laws that prohibit discrimination on the basis of race, color, sex, age, religion, national origin, disability, or any other prohibited basis. In the event either Party, or any of its employees, agents or students is alleged 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.

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/CU Denver Admission promise, 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.

State of Colorado, Department of Higher
Education, by the State Board for Community
Colleges and Occupational Education, for the
use and benefit of the Colorado Community
College System



Landon Pirius
Vice Chancellor for Academic and Student
Affairs
Colorado Community College System

2-5-2020
Date

On behalf of the Regents of the University of
Colorado, University of Colorado Denver



Roderick Nairn, PhD
Provost and Executive Vice Chancellor for
Academic and Student Affairs
University of Colorado Denver | Anschutz
Medical Campus

1/26/2020
Date

Addendum A:

Server Requirements:

The University 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 Admissions Promise 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

Data Schedule:

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

