

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WYOMING DEPARTMENT OF EDUCATION,
THE UNIVERSITY OF WYOMING, CASPER COLLEGE,
CENTRAL WYOMING COLLEGE, EASTERN WYOMING COLLEGE,
LARAMIE COUNTY COMMUNITY COLLEGE, NORTHWEST COLLEGE
AND NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT**

1. **Parties.** The parties to this Memorandum of Understanding (hereinafter “MOU”) are the Wyoming Department of Education (hereinafter “WDE”), the University of Wyoming (hereinafter “University”), Casper College, Central Wyoming College, Eastern Wyoming College, Laramie County Community College, Northern Wyoming Community College District and Northwest College (hereinafter “Community Colleges”), as well as any other Wyoming community college that signs the MOU.
2. **Purpose of MOU.** The purpose of this MOU is to establish a statewide student complaint process as required by federal regulation 34 CFR § 600.9(a). Section 600.9(a) requires that each state have a process to review and appropriately act on three types of student complaints concerning institutions of higher education operating in the state: (1) complaints related to state consumer protection laws, (2) complaints related to state laws on licensure of postsecondary institutions, and (3) complaints related to quality of higher education.
3. **Term of MOU and Required Approvals.** This MOU is effective for each party to the MOU on the date that party signs it. The term of this MOU is from that date until the MOU is terminated. This MOU can be terminated upon written mutual agreement of all parties.
4. **Responsibilities of WDE.** WDE agrees to the following:
 - A. Post on its website the procedure for students to file complaints related to postsecondary licensure, consumer protection and quality of education.
 - B. **Complaints related to licensure:**
 - i. Postsecondary licensure is defined as the licensure of all trade, correspondence, distance education, technical, vocational, business or other private schools which are located within the state or have their principal place of business out of state but are doing business in the state, as outlined in Wyoming Statutes 21-2-401 through 21-2-407.
 - ii. Complaints related to postsecondary licensure should be submitted to the Private School Licensing Program in the WDE in the format specified by the WDE.
 - iii. Upon receipt of a written student complaint related to postsecondary licensure, WDE agrees to review the complaint to determine whether suspension or revocation of a license is appropriate as outlined in Chapter 30 of the WDE’s Rules and Regulations.

C. Complaints related to quality of education:

- i. Quality of education, as defined by the Higher Learning Commission (HLC), pertains to an institution's: (1) courses and programs that require levels of student performance appropriate to a degree or certificate; (2) faculty and staff associated with the degrees and certificates it offers, as well as student services; and (3) the process designed to promote continuous improvement.
- ii. Complaints related to quality of education should be submitted to the Private School Licensing Program of the WDE in the format specified by the WDE.
- iii. Upon receipt of a written student complaint related to quality of education, WDE agrees to a two-step process:
 - i. Forward the complaint to the University or Community College for internal review; and
 - ii. If after forwarding the complaint to the University or Community College for internal review the student still wants to pursue the complaint, WDE will direct the student to the HLC complaint process.

D. Complaints related to consumer protection:

- i. Consumer protection is defined as the protection of consumers against advertising, sale or distribution of merchandise through a deceptive trade practice as outlined in the Wyoming Consumer Protection Act, W.S. 40-12-101 through 40-12-114.
- ii. Complaints related to consumer protection should be submitted to the Wyoming Attorney General's Office.
- iii. If WDE receives a written complaint related to consumer protection, WDE will direct the student to the Wyoming Attorney General's Office.

E. If WDE receives a student complaint not related to postsecondary licensure, consumer protection or quality of education, as defined above, or the student has not completed the University's or the Community College's internal complaint process for quality of education issues, WDE agrees to refer the student back to the University or Community College for internal review pursuant to the institution's established practices.

5. **Responsibilities of the University and Community Colleges.** The University and the Community Colleges agree to the following:

- A. Maintain internal grievance and/or complaint procedures as determined by their appropriate governing bodies. This MOU in no way affects the internal grievance and/or complaint procedures of the University or the Community Colleges; and
- B. Post on their respective websites the procedures, as outlined in Section 4, for filing relevant complaints.

6. **Special Provisions.**

If any party determines that the process established above is no longer functional or is exhausting the party's administrative resources, it may notify the other parties to this MOU

that it wishes to amend the MOU to resolve the problem. If the problem is not resolved to the satisfaction of the party, it may provide thirty (30) days' notice that it intends to depart the MOU.

7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. None of the parties agrees to insure, defend, or indemnify the other.
- E. **Notices.** All notices arising out of or from the provisions of this MOU shall be in writing and given to the parties provided below, either by regular mail or delivery in person. The initial representatives of the parties are as follows:
 - a. WDE: the director
 - b. University: the vice-president of student affairs
 - c. Community Colleges: the pertinent college president
- F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. **Sovereign Immunity.** The State of Wyoming, the WDE, the University, and the Community Colleges do not waive sovereign or governmental immunity by entering into this MOU and specifically retain immunity and all defenses available to them pursuant to Wyo. Stat. § 1-39-104(a) and all other state or federal law.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU

shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

- I. **Time is of the Essence.** Time is of the essence in all provisions of the MOU.
- J. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.
- K. **Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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8. **Signatures.** By signing this MOU, the parties certify that they have read and understood it, that they agree to be bound by the terms of the MOU, and that they have the authority to sign it.

WYOMING DEPARTMENT OF EDUCATION

Jim Rose, Director

Date

UNIVERSITY OF WYOMING

Tom Buchanan, President

Date

CASPER COLLEGE

Walter Nolte, President

Date

CENTRAL WYOMING COLLEGE

Joanne McFarland, President

Date

EASTERN WYOMING COLLEGE

Tom Armstrong, President

Date

LARAMIE COUNTY COMMUNITY COLLEGE

Joe Schaffer, President

Date

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

Paul Young, President

Date

NORTHWEST COLLEGE

Paul Prestwich, President

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Senior Assistant Attorney General

Date