

**MEMORANDUM OF IMPLEMENTATION**  
for the Cooperative Agreement Between  
**Central Wyoming College** and  
the **University of Wyoming**

This Memorandum was prepared to document procedures which will guide the operations of the University of Wyoming and Central Wyoming College described in the Cooperative Agreement executed on the 20th day of January, 2016. Nothing in this document shall supersede the intent of the Cooperative Agreement referred to above. In this document, **Central Wyoming College** will be referred to as "CWC" and the **University of Wyoming** will be referred to as "UW."

This memorandum is divided into six parts:

- PART ONE:** Instructional Services
- PART TWO:** General Administration
- PART THREE:** Fiscal Administration
- PART FOUR:** Support Services
- PART FIVE:** Additional Provisions
- PART SIX:** Adoption of Memorandum

**PART ONE**

*Instructional Services*

- I. Upper Division and Lower Division Courses
  - A. As provided in the Cooperative Agreement between UW and CWC, CWC will be responsible for providing freshman and sophomore level courses and UW will be responsible for providing junior, senior and graduate level courses. An individual class will not be offered for both lower division and upper division credit at the same time.
  - B. Both institutions wish to facilitate ease of student transition from degree tracks at CWC to degree tracks at UW. Toward that end, UW will work with CWC in articulating selected curricula for Associate of Arts and Associate of Science degrees at CWC with the corresponding curricula for Bachelor of Arts, Bachelor of Science, and Bachelor of Applied Science degrees at UW.
  - C. Students admitted to UW will be advised by UW personnel. Upon a student's declaration of intent to pursue a program at UW, that student should be directed to a UW advisor at the earliest possible time for assistance in developing the plan of study. CWC and UW advisors are encouraged to work together to facilitate student transition from lower to upper-division coursework and CWC and UW programs.
  - D. Minimum numbers of students for classes to be offered by UW are those established by University regulations (ten for junior and senior level classes) or as determined by the

Outreach School for distance courses that have higher delivery costs. Exceptions to this regulation may be granted only by the Associate Dean for Outreach Credit Programs of the Outreach School, who shall consult with the appropriate UW department head/chair, the Vice President for Academic Services at the College, and the Dean of the Outreach School at the UW.

- E. The Associate Dean of the Outreach School and the Vice President for Academic Services at CWC, the UW Academic Coordinator and others as appropriate, will be responsible for scheduling of classrooms, allocation of instructional equipment and facilities, office assignments, and any other matters needing coordination.
- II. Development and management of specific academic programs, if such exist, will be detailed in separate MOUs between UW and CWC.
- III. On-site Faculty
    - A. Faculty on-site at CWC teaching upper division courses for UW will be responsible to the UW academic department that offers the course and will submit materials as required by the department and the Division of Outreach Credit Programs, including, but not limited to, course syllabi, and instructor C.V. or resume, college transcripts, and three letters of reference. These are the same requirements as those for all non-UW faculty.

## **PART TWO**

### *General Administration*

- I. Advertising and Public Relations
  - A. The public and official dissemination of information about UW programs, activities, and personnel will be provided by the Director of Marketing and Development for the UW Outreach School, working closely with the Outreach Academic Coordinator and the UW Office of University Relations. Public and official dissemination of information about CWC programs, activities, and personnel will be provided by the CWC Public Information Officer. When the dissemination of information from one institution may affect the other institution, no release to the public will be made before appropriate consultation with the other party.
- II. Admissions
  - A. Students who wish to enroll and earn a degree from UW must apply and be accepted for admission to the University of Wyoming. Admission is the same for students in University outreach programs as for students on the Laramie campus. Determination of admission and residency status will be made by the Director of Admissions at the University of Wyoming. Appeals of decisions will be processed in accordance with procedures established for UW students.
  - B. Students who wish to enroll in CWC courses will be subject to the admission and residency requirements of CWC. Determination of admission and residency status will be made by the appropriate CWC officer and appeals of decisions will be processed in accordance with procedures established for CWC students.

### III. Registration

- A. The registration process will be a separate function for UW and CWC. Each institution will follow its existing processes for registration.
- B. Subsequent actions by students to change class schedules or enrollment status or request exceptions to rules including, but not limited to, adds, drops, withdrawals, petitions, and incomplete grades, will conform to the established procedures of the institution offering the affected course.
- C. Official transcripting will be undertaken by each institution for its own courses.
- D. Students who seek to petition for exceptions to administrative or curricular requirements will follow the procedures required by the institution from whose policies they seek exception.

### IV. Financial Aid

- A. Students seeking financial assistance for their education will follow the established application and awarding procedures of their "Home" institution. Eligibility for financial assistance will be determined by the student's "Home" institution. In most cases, for the purposes of financial aid eligibility, the University of Wyoming will be defined as the "Home" institution for those degree-seeking students who have earned transferable associate's degrees or who have achieved junior status (i.e., having completed 60 hours of transferable credit). Generally, CWC will be the "Home" institution for those degree-seeking students who have not earned a transferable associate's degree, who have less than 64 hours of transferable credit, or who are classified as freshmen or sophomores.
- B. The consortium agreement between UW and CWC's financial aid offices will facilitate the transfer of information which is necessary to allow credits generated through the student's concurrent enrollment to be used in awarding the student's financial assistance package by the "Home" institution. No student concurrently enrolled for credit courses in both institutions may receive financial assistance from both institutions during the same academic term.
- C. Due to registration verification requirements, financial assistance may not be available on the day of registration.
- D. CWC and the University will fully comply with FERPA- Family Educational Rights and Privacy Act (PL 380).

### V. Student Services

- A. The UW Regional Outreach Academic Coordinator and regional center staff will be available for advising, information dissemination, and other necessary educational assistance to UW students and CWC students planning to transfer to UW.
- B. UW students enrolled in outreach credit courses are eligible to receive photo ID cards. To qualify, students must be registered for courses at the time their pictures are taken. There is a charge for ID cards and those fees can be paid at the Regional Center. The photo may be taken at the Regional Center and is forwarded via e-mail to UW Campus Express, which processes the request.
- C. Students concurrently enrolled in CWC and UW courses may also receive services as provided to students by CWC. These services may include admission to cultural, athletic, and other events.

VI. Information Technology

- A. Both UW and CWC wish to cooperate and facilitate internet delivery of UW Outreach instructional and educational programs that utilize international standards for internet data, audio, and video that need to be accessed by or delivered to the CWC students, faculty, and staff, and the community areas served by the CWC. To this end, UW and CWC technical and IT administrators will initiate appropriate cooperative internet operations whenever necessary for the successful operation of UW Outreach programs and events.
- B. Within the agreed upon facilities, including rooms, labs, or technical infrastructure areas, the University of Wyoming Outreach School will:
  - 1. Install, maintain, and troubleshoot equipment and infrastructure provided by the University of Wyoming for video and audio conferencing, student desktop computers specified as UW computer labs, and UW administrator and staff computer desktop/laptop units.
  - 2. Schedule the technical delivery facilities (audio or video classrooms, student computer labs) as appropriate to UW agreements with other departments of the university, and if necessary, appropriate scheduling authority for CWC.

**PART THREE**

*Fiscal Administration*

I. Tuition and Fees

- A. Tuition Assessment- Students enrolled in CWC courses will be assessed tuition, fees and other charges at the applicable CWC per credit hour tuition rate and according to CWC policies.
- B. Students enrolled in UW hours will be assessed tuition, fees and other charges at the applicable UW rates, as approved by the University trustees and according to University policies.
- C. Students enrolling in any combination of hours between CWC and UW will be assessed the CWC rates for all CWC hours and UW rates for all University hours, according to the policies of the respective institutions.
- D. Tuition Payment- Students enrolled in CWC courses will make payment for those course credit hours to CWC. Students enrolled in UW courses will make payment for those course credit hours to UW.
- E. Financial Aid- Financial aid will be disbursed to eligible students by the "Home" institution (see Part 2, IV, A, above). If a student enrolls in both the CWC and UW classes, it will be the student's responsibility to pay all charges at both institutions, regardless of which institution disbursed the aid.
- F. Certification for Veterans benefits will be handled separately by the Home and Host institutions. A letter to Veterans Affairs is required from the Home institution. When the Host institution certifies benefits for its credit hours, specifying that the credits to be taken at the Host institution will be acceptable as transfer credit and will apply to the degree objective of the veteran at the Home institution, the letter becomes part of the veteran's record at the Host institution and serves to alert the Department of Veteran Affairs that the student is enrolled in a cooperative program.

II. Refunds

- A. Refunds for Students without Financial Aid- CWC will process refunds to students enrolled in CWC courses, in accordance with approved CWC policies. UW will process refunds for students enrolled in University courses in accordance with approved University policies.
- B. Refunds for Students Receiving Financial Aid- Students receiving financial aid may be subject to refund/repayment calculations because of changes in enrollment status, in accordance with the established policies of the "Home" institution disbursing the aid and in accordance with federal requirements.

III. Waivers

- A. Golden Age Scholarships/Senior Citizen Waivers - Students enrolling in UW courses must meet current University requirements to receive a Senior Citizens Waiver for University hours. Wyoming senior citizens, age 65 and over, may enroll in UW courses on a space available basis upon presentation of evidence of age and Wyoming residence, prior to the beginning of the term in which classes will be taken. The student must pay for any course and technology fees established in the UW Fee Book.
- B. Employees of UW and CWC may utilize tuition waivers available from the cooperating agency based on their rate of employment (i.e. full-time benefited employee receives a full tuition waiver for 3 credits and a part-time benefited employee receives a full tuition waiver for 1.5 credits)..

IV. Business Operations

A. General

- 1 All UW Outreach accounts will be established and maintained on, and as part of, the University of Wyoming Financial Record System. All funds for operations will be recorded in specific accounts and will not be commingled with other University funds. The Dean of the Outreach School is responsible for administration and control of all UW Outreach School accounts.
- 2 On the Riverton campus, CWC will provide electricity, janitorial/custodial services, security, mailing/shipping, phone, and internet services as outlined in the Lease Agreement between the University of Wyoming and Fremont County Community College District dated August 19, 2009, attached hereto as Attachment No. 1 and made a part hereof by this reference.
- 3 At the CWC Lander Center, CWC will provide space for a UW student computer, electricity, janitorial/custodial services, and security.

**PART FOUR**

*Support Services*

I. Bookstore

- A. Outreach students will be responsible for ordering and paying for course textbooks and packets and other course materials such as CDs, DVDs, or other necessary

materials for the UW class(es) in which they are enrolled. Course textbooks and packets normally can be purchased directly from the University Bookstore.

- II. Library
  - A. Objective- It is the intention of UW and CWC to provide appropriate library services and resources to meet the instructional, research, and outreach needs of students and faculty of both institutions, regardless of where the students, faculty and programs are located.
  - B. Library Operations- Details of library operations and services are outlined in a separate memorandum of understanding between the CWC Library and the UW Libraries.
- III. Facilities
  - A. For office and classroom space on the Riverton campus, UW leases space in the Intertribal Education and Community Center from CWC pursuant to the Lease Agreement between the University of Wyoming and Fremont County Community College District dated August 19, 2009, attached hereto as Attachment No. 1 and made a part hereof by this reference.
  - B. Classroom space in CWC's Lander Center will be provided for UW Outreach classes as such space is needed by the Outreach School and as such space is available at the CWC Lander Center and scheduled with CWC, subject to availability and normal facilities practices of CWC.
- IV. Safety/Security/Emergency Response Procedures
  - A. When located on the CWC campus, the UW Outreach Regional Center's safety, security and emergency response procedures will follow those of CWC. The CWC policies and procedures that apply to safety, behavior, and security issues will apply equally to resident UW staff and UW students and to CWC staff and students.

## **PART FIVE**

### *Additional Provisions*

- I. Inter-institutional Communications
  - A. Inter-institutional communications about the University of Wyoming Outreach School, the programs offered, and matters pertaining to the provisions in this Memorandum governing operations will be channeled through the resident UW Outreach Academic Coordinator, the Dean of the UW Outreach School, and the Vice President for Academic Services at the CWC.
- II. Review and Modification of this Agreement
  - A. This memorandum shall be subject to review at least once every 5 years by both the CWC and UW to determine if any changes need to be addressed. Once CWC and UW have agreed to any necessary changes, all changes will be communicated to the Dean of the Outreach School and the CWC Vice President for Academic Services for ratification. All agreements to changes must be in writing. All changes must be in accord with the Cooperative Agreement between CWC and UW. The Dean of the

Outreach School and the Vice President for Academic Services will communicate any changes to the President of CWC and the UW Vice President for Academic Affairs for their information.

**III. Authorization of this Document**

A. This document must be approved by the CWC Chair of the Board of Trustees, President, Vice President for Academic Services and the University Associate Vice President for Academic Affairs and Dean of the Outreach School.

**IV. The Cooperative Agreement**

A. The Cooperative Agreement between the University of Wyoming and CWC and this Memorandum of Implementation replace all previous agreements between the two institutions pertaining to the offering of and support for baccalaureate and graduate degree programs.

**PART SIX**  
*Adoption of Memorandum*

IN WITNESS WHEREOF and in accordance with the Cooperative Agreement, the parties have adopted this Memorandum of Implementation on this ~~16th day of December, 2014.~~

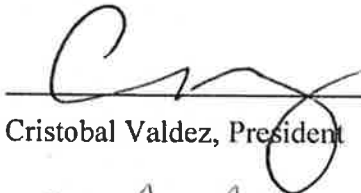
20th day of January, 2016

**Central Wyoming College Board of Trustees:**

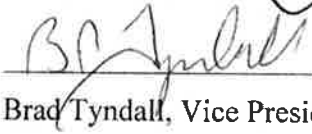
 01/20/16

Dr. Colton Crane, Chair of the Board of Trustees      Date

**Central Wyoming College:**

 1-20-16

Cristobal Valdez, President      Date

 1-20-16

Brad Tyndall, Vice President for Academic Services      Date

**University of Wyoming:**

 2/22/16

Anne Alexander      Date

Associate Vice President for Academic Affairs

 2/24/16

Susan Frye      Date  
Dean of the Outreach School



**COOPERATIVE AGREEMENT**  
between **Central Wyoming College**  
and  
the **University of Wyoming**

**PROLOGUE**

THIS AGREEMENT is made and entered into this 20th day of January, 2016, by and between the Trustees of **Central Wyoming College (CWC)**, Riverton, Wyoming, and the Trustees of the **University of Wyoming (UW)**, Laramie, Wyoming.

WITNESSETH THAT:

WHEREAS, **Central Wyoming College** and the **University of Wyoming** wish to continue to cooperate in providing educational programs for Wyoming students; WHEREAS, the Wyoming State Legislature has, pursuant to Wyoming Statute Section 21-18-303 (Laws 1977), granted to the Community College District Board the authority to enter into an agreement with the UW Board of Trustees to provide cooperative educational programs; and;

WHEREAS, the Wyoming State Legislature has, pursuant to Wyoming Statute Section 21-17-108, and 21-17-109 (Laws 1977), granted to the UW Board of Trustees the authority to enter into an agreement with the Community College District Board to provide cooperative educational programs;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE ONE**

*Cooperative Educational Programs*

1. Central Wyoming College and UW will cooperate to offer educational programs in a variety of degree areas. These programs shall entail a course of required post-secondary study that, when successfully completed, shall result in the award of two degrees. Following the successful completion of community college degree requirements, an associate degree shall be awarded by Central Wyoming College. A baccalaureate degree shall be awarded by UW following the successful completion of baccalaureate degree requirements.
2. When a new UW Outreach School program is initiated, the Wyoming Community College Commission will be notified in a manner and within a timeframe that allow Central Wyoming College time to respond with appropriate lower division course offerings.
3. Instruction for UW outreach upper division (3000+) courses, when offered in the Central Wyoming College service area, will be held on Central Wyoming College campus or at another mutually agreed upon site.
4. This Agreement recognizes that both institutions desire to serve the population of the Central Wyoming College service area with degree tracks offered in a format that meets the learning needs of residents in the local community.

## **ARTICLE TWO**

### *Degree Program Articulation*

1. In addition to cooperating in the offering of coursework which will enable students to complete educational programs, Central Wyoming College and UW will strive to facilitate the transfer process for those students transferring from Central Wyoming College to UW. Toward that end, UW will work with Central Wyoming College in articulating selected curricula for the associate degrees to the corresponding curricula for baccalaureate degrees at UW. Through articulation conferences, including the University of Wyoming – Community College Transfer guide meeting, and other agreements, UW and community college faculty will recommend the sequence of community college courses which students should follow in their first two years of study.

## **ARTICLE THREE**

### *Enrollment and Course Offerings*

1. Undergraduate Cooperative Degree Programs
  - a. Students in cooperative degree programs will enroll through Central Wyoming College for the first two years of lower-division (1000-2000) course work (generally credits 1-64), and then will enroll through UW for upper-division (3000+) course work prescribed for the baccalaureate degree (generally credits 65-120+).
  - b. Central Wyoming College students with 60-64 semester hours of transferable credit shall enroll at UW with junior status. While students may transfer as many credits as they desire from Central Wyoming College, those who wish to complete a UW baccalaureates degree must complete a minimum of 48 credit hours of upper-division course work, at least 30 of which must be from UW. They must also complete the requirements of the degree program in which they are enrolled.
    - i. Freshman and sophomore level courses required or recommended for the associate and baccalaureate degrees will be offered by Central Wyoming College. If these courses are not offered by Central Wyoming College, UW may offer them.
    - ii. Junior and senior level courses required or recommended for the baccalaureate degrees will be offered by UW.
    - iii. Delivery modes may include, but not be limited to, on-site instruction, audio teleconferencing, video conferencing, online, correspondence study, and intensive day or weekend classes. Delivery modes will be determined on the basis of what is pedagogically appropriate for student learning in particular courses or degree programs.
2. Graduate Degree Programs

UW may offer various graduate programs within the Community College service area. These programs will be offered primarily on the basis of demand and the availability of resources.

**ARTICLE FOUR**  
*Program Evaluation*

1. Central Wyoming College and UW will regularly assess learning, revenue, and enrollments in the various degree programs to monitor the effectiveness and efficiency of the degree programs.
2. Responsibility for review and modification of the curriculum of these programs shall rest with the appropriate curriculum committees of Central Wyoming College and UW.

**ARTICLE FIVE**  
*Review, Approval, and Revision Guidelines*

1. This Cooperative Agreement will take effect when approved and signed by the President and Boards of Trustees of Central Wyoming College and Associate Vice President for Academic Affairs and Dean of the Outreach School of UW.
2. An accompanying *Memorandum of Implementation*, to be incorporated as part of this agreement between Central Wyoming College and UW, describes administrative details, fiscal administration, support services, and additional provisions.
3. Both this Agreement and the accompanying Memorandum of Implementation shall be subject to review and revision by mutual agreement of Central Wyoming College and UW. Proposals for modification of the Cooperative Agreement or the Memorandum of Implementation must be circulated to relevant University and Central Wyoming College officials (in writing or electronically) prior to the meetings scheduled for review of these agreements.
4. Both the Agreement and the Memorandum of Implementation will be reviewed and updated at least every five (5) years. It shall be the responsibility of the Dean of the UW Outreach School, or her/his designee, to initiate these review discussions.

**ARTICLE SIX**  
*Administration*

1. The Cooperative Agreement and the Memorandum of Implementation will be administered on behalf of UW by the Dean of the Outreach School.
2. The Cooperative Agreement and the Memorandum of Implementation will be administered on behalf of Central Wyoming College by the Vice President for Academic Services.
3. Communications regarding the academic programs offered under the Cooperative Agreement, as well as matters pertaining to the provisions in the Memorandum of Implementation, will be addressed through the Dean of the UW Outreach School

and the Vice President for Academic Services at Central Wyoming College. However, day-to-day operations, including all classroom scheduling, allocation of instructional equipment and facilities, office assignments and any other routine matters required to fulfill the terms of this Agreement and the Memorandum of Implementation will be coordinated between the regional UW Outreach Academic Coordinator and the Central Wyoming College Vice President for Academic Services.

4. Specific educational programs may be articulated and incorporated into this general agreement with the consent of the Dean of the UW Outreach School and the Vice President for Academic Services at Central Wyoming College.

## **ARTICLE SEVEN**

### *Termination of the Agreement*

This agreement may be terminated by either Central Wyoming College or UW twelve (12) months after written notice of such termination. However, should termination occur, all students enrolled in the last two years of prescribed course work for cooperative undergraduate degrees will be provided an opportunity to complete their designated courses of study and receive their degrees within a reasonable period of time.

## **ARTICLE EIGHT**

### *Standard Addenda*

#### **SOVEREIGN IMMUNITY**

The University of Wyoming and Central Wyoming College do not waive their sovereign or governmental immunity by entering into this Agreement and both fully retain all immunities and defenses provided by law with regard to any action based on this Agreement.

#### **GOVERNMENTAL CLAIM**

Any actions or claims against the University or Central Wyoming College under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

#### **INTERPRETATION**

The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the

American with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

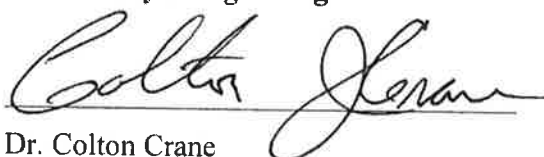
Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Consistent with its mission to value diversity and to treat all individuals with dignity and respect, Central Wyoming College does not discriminate on the basis of race, color, national origin, ancestry, sex, age, religion, or disability in admission or access to, or treatment or employment in its educational program services or activities. The college makes reasonable accommodations to serve students with special needs and offers services to students who have the ability to benefit.

**ARTICLE NINE**  
*Execution of Agreement*

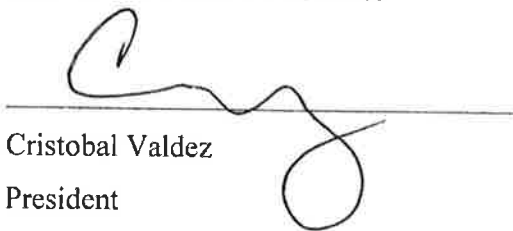
IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement the day and year first written above.

**Central Wyoming College**

  
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Dr. Colton Crane

Chair of the Board of Trustees

  
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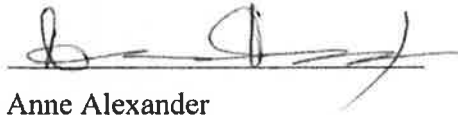
Cristobal Valdez

President

01/20/16  
Date

1-20-16  
Date

**University of Wyoming:**



Anne Alexander

Associate Vice President for Academic Affairs

2/22/16

Date



Susan Frye

Dean of the Outreach School

2/24/16

Date