



Articulation Agreement
Between
Central Wyoming College
And
Wind River Tribal College

Purpose and Parties: This Articulation Agreement (hereinafter “Agreement”) is to clarify roles, expectations and responsibilities between the Central Wyoming College (CWC) and Wind River Tribal College (WRTC) for the delivery of courses and mutual partnership opportunities for students and staff.

Administration: The agreed upon courses will be administered under the general direction of the President of Wind River Tribal College and the CWC Vice President of Student Affairs.

Term: This Agreement is in effect from the date it is signed through the end of the WRTC Spring 2018 semester, or until superseded by a revised agreement.

Termination: Either party can terminate this Agreement without cause at any time with three months written notice.

Responsibilities of Central Wyoming College

1. CWC agrees to accept all agreed upon courses (see Appendix) taken by WRTC students at WRTC during the duration of this agreement for full credit as Transfer Credit to the student’s CWC student record at any time.
2. Approve courses for transfer based on faculty credentials, syllabus content, and other indicators of quality instruction according to Higher Learning Commission and Central Wyoming College standards.
3. Provide the appropriate certificate of completion to students who earn a certificate or degree.

Responsibilities of Wind River Tribal College

1. Screen students for appropriate enrollment in the courses offered for transfer to CWC.
2. Provide quality face to face instruction for all approved courses.
3. WRTC will provide CWC all faculty credentials for review and approval prior to course offering.
4. Comply with Federal, State laws and local laws.
5. Communicate with CWC about students intending to transfer.

Course Monitoring and Quality: Articulated courses (see Appendix) are part of WRTC core general education requirements and those which lead to the awarding of two associate degrees currently approved by the WRTC Board of Regents: General Studies, and Arapaho Studies. Those degrees most closely align with CWC's Technical Studies, AAS and American Indian Studies, AA degrees. The highest quality academic standards must be maintained. Approved courses are listed in Appendix A of this Agreement.

Student transcript: Under the terms of this agreement, students who earn credit at WRTC while this agreement is active and then enroll at CWC will have WRTC courses acknowledged as transfer credit on their CWC transcript. Students who do not enroll as a CWC student will not. The credit they have earned is from WRTC only.

Faculty Standards

1. All courses approved for delivery in cooperation with WRTC must be taught by CWC-approved faculty.
2. Requests for CWC to approve new WRTC instructors and/or new courses must be received in the CWC Vice President of Academic Affairs office no later than October 1 for the spring 2018 semester.
3. All faculty members must submit a current syllabus to the Vice President of Academic Affairs, prior to the beginning of the course, each semester the course is offered. This should be on file at CWC before the class begins.
4. All courses must meet a minimum of 750 minutes of class time per credit hour plus final exam time for lecture classes. Laboratory activities will require the standard minimum of 1500 minutes per credit hour.

3. Established CWC faculty standards include the following, in order to ensure compliance with HLC accreditation criteria:
 - a. Transfer Courses (AA/AS degrees)
 - Master's degree in the subject area; or
 - Master's degree in a related area with a minimum of 18 discipline-specific graduate credits. (Fewer credits may be needed for sub-disciplines as some graduate credit equivalence may apply)
 - b. Vocational/Technical Courses (AAS degrees)
 - Appropriate credential/licensure/certification

General provisions

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement. Any amendments made to this Agreement that impact students, will only affect students who enroll from the date of the amendment forward.
- b. **Applicable Laws.** 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. Both CWC and Wind River Tribal College are committed to equal opportunity for all persons in all facets of the college's operations and are Equal Opportunity employers.
- c. Equal Opportunity. For the purposes of this section Contractor means WRTC and subcontractor means CWC.
 - i. This contract is subject to the Equal Employment Opportunity and Affirmative Action requirements set forth in 41 CFR Part 60-1.4(a) (equal opportunity)), 41 CFR Part 60-250.5(a) (covered veterans), 41 CFR Part 60-741.5(a) (individuals with disabilities) and the Notice Clause of Executive Order 13496 regarding Employee Rights under the National Labor Relations Act (NLRA) (29 CFR Part 471, Appendix A to Subpart A). Additionally, the contractor shall not discriminate

against any employee based on disability status, age, sexual orientation, gender identity, veteran status, political affiliation, or marital status.

- ii. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- d. **Entirety of Agreement.** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral.
- e. **Governmental Claims.** Central Wyoming College does not waive its governmental immunity by entering into this contract. CWC retains all immunities and defenses available to it as a governmental entity and any actions or claims against CWC 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.
- f. **Interpretation.** The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement , and (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.

Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the following addresses by certified mail, return receipt requested postage prepaid

to: Central Wyoming College
Dr. Brad Tyndall, President
2660 Peck Ave
Riverton, WY 82501

to: Wind River Tribal College
Marlin Spoonhunter, President
533 Ethete Rd
Ethete, WY 82520

- g. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by all parties to this Agreement.
- h. **Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- i. **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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations hereunder. The parties intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- j. **Legal Authority.** CWC and Wind River Tribal College certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they each have the authority to and sign this Agreement.

Indemnification: It mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees.

Insurance: CWC and WRTC shall provide and maintain and cause its subcontractors to provide and maintain the following insurance coverage until obligations under this contract are satisfied:

1. General Liability insurance
2. Where appropriate, Professional Liability Insurance with a minimum combined single limit of \$1 million for each occurrence and an aggregate of \$3 million.

Failure to procure and maintain the required insurance and provide proof thereof, in the form of an appropriately executed certificate of insurance prior to the effective date of this contract or within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of the contract.

DATED this 13th day of September, 2017

Dr. Brad Tyndall
CWC President

Marlin Spoonhunter
WRTC President

Vernon Hill, Sr.
WRTC Board Chair

Appendix A: WRTC - CWC Enrollment Scenarios

A. Enrollment with WRTC instructors at the WRTC site: CWC has approved the curriculum and instructor for the below WRTC courses (updated as needed) and WRTC students earn credit from WRTC. When a WRTC submits a transcript to CWC, the Registrar will award full Transfer Credit (the same number of credits earned at WRTC) to the student for any pre-approved course (below) with a grade of a 'C' or better..

2017 Fall Schedule of Courses at Wind River Tribal College

Course Title	Credits	Transfer Course at CWC
Intro to Arapaho Studies	3	AIST-2490*
Arapaho Language I	4	ARAP-1010
Arapaho Language III	3	ARAP-2030
Shoshone Language I	4	SHOS-1010
Using Computers	3	CMAP-1680
English Composition I	3	ENGL-1010
Native American Literature	3	AIST-2340
Indian Contemp. Issues	3	AIST-2290
Ecosphere in Crisis	4	BIOL-2490*
Great Indian Chiefs	3	AIST-2490*

*These courses do not directly equate to a CWC course and therefore will be added as a special topics course.