# MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF WYOMING AND CENTRAL WYOMING COLLEGE

- 1. Parties. This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the University of Wyoming (hereinafter "University") and Central Wyoming College (hereinafter "Institution"), whose address is 2660 Peck Avenue, Riverton, WY 82501.
- 2. Purpose. This MOU provides students who have earned the associates degree, as described below, from the Institution, the opportunity to complete a bachelor's degree at the University. By this MOU, CWC and UW express a shared commitment to increasing opportunities for student access to and success in higher education.
- 3. Term. This MOU shall commence upon the start of the 2016-17 Academic Year and shall remain in full force and effect for five years, subject to an annual review by both parties. If during the annual review, both parties agree that this MOU needs to be amended, amendments will be made to the MOU in accordance with Section (9)(A) below.
- **4. Termination.** Either party can terminate this MOU without cause, upon one (1) year prior written notice. Both parties agree that, should either party desire to terminate this MOU, students currently enrolled prior to the termination date and who remain continuously enrolled will be allowed to complete the program as articulated.

#### 5. Responsibilities of the University of Wyoming:

- **A.** Any Institution student who has earned an Associate Degree in Nursing (ADN) with coursework that adheres to the guidelines within this MOU is guaranteed that the University will:
  - i. Apply the relevant general education credits;
  - ii. Accept designated major related credits;
  - iii. Give the student University class standing consistent with the articulated curriculum herein and in a manner consistent with the University students already enrolled in the Bachelor of Science degree.
  - iv. Apply the same academic progress and graduation standards to Institution transfer students as are applicable to University students already in enrolled in the College in the same catalog year.
  - v. Provide transfer students from the Institution with access to financial aid, scholarships, and student services on a similar basis as other similarly situated University students.

**B.** Additional Program Specific responsibilities are outlined in Exhibit B, which is hereby incorporated into this MOU.

#### 6. Responsibilities of Institution:

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- **A.** Institution, upon request of students, will provide verification of completed courses to the University through its Office of Registration and Records.
- **B.** Additional Program Specific responsibilities are outlined in Exhibit A, which is hereby incorporated into this MOU.
- 7. Conditions of Transfer. Institution students maintaining continuous enrollment under this MOU and following the curriculum plan in place under the Institution's catalog of record for the year student started at the Institution will matriculate to the University academic program in place for that same catalog year. A break in enrollment that is not a summer semester may cause the student to be readmitted under a different catalog year.
- 8. Program Plan. While a course-by-course equivalence was used in the development of this plan, this MOU presumes that the general education core requirements at Institution meet general education requirements at the University under the statewide block transfer articulation agreement, which is hereby incorporated herein. Students falling under this MOU will be responsible for successfully completing the additional program core requirements as noted in Exhibit A, which is hereby incorporated into this MOU.

#### 9. General Provisions

- **A.** Amendments. Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this MOU. Any amendments made to this MOU that impact students, will only affect students who enroll in the degree program from the date of the amendment forward.
- **B.** Applicable Laws/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 is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends

the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

- C. Entirety of MOU. This MOU represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- **D.** Governmental Claims. Any actions or claims against either party under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- **E.** Interpretation. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming.
- **F. Notices.** All notices and other correspondence related to this MOU shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

#### To University:

Mary Burman, Dean Fay Whitney School of Nursing Dept. 3065 1000E. University Ave. Laramie, WY 82071

#### To Institution:

Kathy Wells, Dean Nursing Program 2660 Peck Ave. Riverton, WY 82501

- **G. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Office of General Counsel.
- **H.** 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.
- I. Sovereign Immunity. Neither party waives its sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

- J. 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.
- K. Legal Authority. Each party to this MOU warrants that it possesses the legal authority to enter into this MOU and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a party warrant(s) that such person(s) have full authorization to execute this MOU.
- 10. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

RECOMMENDED BY:

Central Wyoming College	<b>University of Wyoming</b>
Department Head, Nursing Date: 4-21-16	Department/Head, UW Date:
Dean, Health Science & Public Safety Date: 4-21-16	Dean College of HS, UW Date:
APPROVED BY:	
Central Wyoming College	University of Wyoming
P of Academic Affairs, CWC Date: 4-22-16	VP of Academic Affairs, UW Date: 5/5/16

#### Exhibit A- Program Plan

Under the conditions outlined in the policy for "Acceptance of 2000-level courses at UW for 3000-level courses", which is hereby included in Exhibit A, the following 2000-level nursing courses taught at Central Wyoming College will be accepted at UW at the 3000 level: NURS 2400, NURS 2410

In addition, Central Wyoming College commits to participating in annual program assessment of student learning for those students continuing to the University of Wyoming to complete the BSN.

Central	Wyo	ming College						
				F	RESHMA	AN		
Fall Semes	ter1st	Semester	Hrs		Spring Semes	ster2nd Se	mester	Hrs
Dept	#	Course Title		#	Dept	#	Course Title	#
BIOL	1010	General Biology I		4	CHEM	1000	Intro to Chemistry	4
ENGL	1010	English Composition I		3	MOLB	2210	General Microbiology	4
MATH	1400	College Algebra		4	CO/M	1010	Public Speaking	3
ZOO JNST/PEAC/ VELL/FIN	2015	Human Anatomy  Select one Gen Ed option		4	FCSC	1140	Nutrition	2



			30.	PHOMOR	<u>r</u>			
Fall Semester3rd Semester			Hrs	Spring Semest		Hrs		
Dept	#	Course Title	#	Dept	#	Course Title		#
NURS	1100	Professional Nursing Care in Health Promotion	8	NURS	1200	Professional Nursing Care of the Patient with Chronic Illness		8
NURS	1110	Pharmacology in Health Promotion	1	NURS`	1210	Pharmacology in Chronic Illness		1
Z00	2025	Human Physiology	4	PSYC	1000	General Psychology		4
UW HC	5 5289-	Human Culture Elective	3	PHCY	4450	Pathophysiology (UW ONLY)		4
	(4(4)4-1)	TOTAL	L <u>16</u>	300 (to	F-1 000 - 000000 - 10 - 10 - 10 - 10 - 1	E CONTROL OF THE CONT	TOTAL	17

Transfer Recommendations and Notes:

### **JUNIOR**

# Program Name, Degree

## CWC/

Fall SemesterSemester 5			Hrs	Spring SemesterSemester 6				
Dept	#	Course Title	#	Dept	#	Course Title	#	
NURS	2300	Professional Nursing Care of the Patient with Acute Illness	8	NURS	2400	Professional Nursing Care of the Patient with Complex Illness	8	
NURS	2310	Pharmacology in Acute Illness	1	NURS	2410	Pharmacology in Complex Illness	1	
ENGL BADM	1020 1020	English Composition II OR Business Communications	3	POLS	1000	American & Wyoming Government	3	
STAT	2050	Fundamentals of Statistics or Introductory Statistics for the Social						
STAT	2070	Sciences	3	PHCY	4470	Pharmacology UW ONLY	4	
				*				
		TOTAL	<u>15</u>			TOTAL	16	
			17-			Total Degree Hours	16 93	



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Fall Semester		Hrs	Spring Semester				I			
Dept	#	Course Title		#	Dept	#	Course Title			#
NURS		Care of Populations Didactic		4	NURS	4	Leadership-Didactic			3
NURS		Care of Populations Practicum		4	NURS	***	Leadership-practicum			12
NURS		Evidence Based Practice (Com 3)		3						
NURS		Health Care Informatics	SWP8 - 571-17	3	44 W	- A II			B-P- 4	
	-			-15				34 - MARCON 100 100 100 100 100 100 100 100 100 10		
			TOTAL	<u>14</u>		-		_	TOTAL	<u>15</u>
									Total Degree Hours	<u>124</u>

Transfer Recommendations and Notes: