

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WYOMING
AND
NORTHWEST COLLEGE**

1. **Parties.** This Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between the University of Wyoming (hereinafter “University”) and Northwest College (hereinafter “Institution”), whose address is 231 West 6th St., Powell, WY 82435.
2. **Purpose.** This MOU provides students who have earned the associates degree, as described below, from the Institution, the opportunity to complete a bachelors degree at the University. By this MOU NWC 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 of Science degree 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 A, which is hereby incorporated into this MOU.

6. Responsibilities of Institution:

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:
1000 E. University Avenue
Laramie, WY 82071

To Institution:
231 West 6th Street
Powell, WY 82435

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:

Institution



Department Head, NWC
Date:

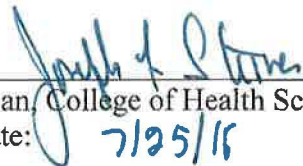


Dean/Division Chair, NWC
Date:

University of Wyoming



Department Head, Kinesiology Health, UW
Date: 7/18/2016




Dean, College of Health Sciences, UW
Date: 7/25/16

APPROVED BY:

Institution



VP of Academic Affairs, NWC
Date:



President, NWC
Date:

University of Wyoming



VP of Academic Affairs, UW
Date: 7/25/16

Physical Education, AS

Northwest College

FRESHMAN

Fall Semester			Hrs	Spring Semester			Hrs
BIOL	1010	General Biology (w/ Lab)	4	MATH	1400	College Algebra	4
ENGL	1010	English I: Composition	3	PEAC		Activity Course	1
HLED	1006	Personal Health	3	PEPR	1000	Movement Core I (Aquatics)	2
HMDV	1101	General Studies- 1st Year Seminar	3	PEPR	1025	Movement Core II	2
PEPR	1004	Foundations of Physical Education	3	POLS	1000	American & Wyoming Government	
				OR			3
				HIST	1221	The United States from 1865	
				PSYC	1000	General Psychology	3
TOTAL			<u>16</u>	TOTAL			<u>15</u>



SOPHOMORE

Fall Semester			Hrs	Spring Semester			Hrs
ART	1010	Introduction to Art		CO/M	1010	Public Speaking	3
		OR	3	HLED	1225	Standard 1st Aid & CPR	2
MUSC	1000	Introduction to Music		PEPR	2025	Movement Core IV	2
ENGL	2005	Technical Writing	3	STAT	2050	Fundamentals of Statistics	4
PEPR	2000	Movement Core III	2	ZOO	2020	Human Anatomy & Phys. II (w/ Lab)	4
PHYS	1110	General Physics (w/ Lab)	4				
ZOO	2010	Human Anatomy & Phys. I (w/ Lab)	4				
TOTAL			<u>16</u>	TOTAL			<u>15</u>
TOTAL DEGREE HOURS						<u>62</u>	

Transfer Recommendations and Notes:

Physical Education (Teacher Education), BS

University of Wyoming

JUNIOR

Fall Semester			Hrs	Spring Semester			Hrs
KIN	3012	Teaching Laboratory I	3	KIN	3011	Teaching Methods in Physical Education	3
KIN	3034	Lifespan Motor Development	3	KIN	3015	Teaching Laboratory II	3
KIN	3021	Physiology of Exercise	4	KIN	3060	Understanding Skill Acquisition Teach	3
KIN	3037	Sports Psychology		KIN	4055	Adapted Physical Education	2
	OR		3	KIN	4080	Assessment Physical Education	3
KIN	3038	Exercise Psychology		EDSE	3540	Teaching Reading in Content Area	2
KIN	3050	Care & Prevention of Athletic Injuries	2	OR			
						Elective*	3
TOTAL			<u>15</u>	TOTAL			<u>16-17</u>



SENIOR

Fall Semester			Hrs	Spring Semester			Hrs
KIN	4012	Curriculum Development in P.E.	3	KIN	4099	Student Teaching Physical Education	12
KIN	4013	School Administration Health Science	2			Elective*	3
KIN	4017	Teaching Laboratory III	3				
KIN	3042	Biomechanics of Human Movement	3				
		Elective	3				
TOTAL			<u>14</u>	TOTAL			<u>15</u>
TOTAL DEGREE HOURS							<u>122-123</u>

Transfer Recommendations and Notes:

*Course taken either in Spring Semester of either the Junior or Senior year.

Program total credit hours in excess of 120 credit hours due to P.E. accreditation requirements.

This is a guide for course work in the major; actual course sequence may vary by student. • Please refer to the online student degree evaluation. • Not all courses are offered every semester and some electives may have prerequisites. • Students should review the course descriptions in the University Catalog and consult with their academic advisor to plan accordingly.

University of Wyoming Requirements include: Students must have a minimum cumulative GPA of 2.0 to graduate. • Students must complete 42 hours of upper division coursework, 30 of which must be from the University of Wyoming. • Courses must be taken for a letter grade unless offered only for S/U.