

**Dual Enrollment  
MEMORANDUM OF UNDERSTANDING  
(2013-2014)**

**Between University of Wyoming  
and  
Albany County School District #1**

**Whereas Wyoming State statutes provide for dual enrollment courses for high school students who enroll in University classes; and**

**Whereas the University of Wyoming desires to participate in a dual enrollment program with the Albany County School District #1; and**

**Whereas Albany County School District #1 desires to have its qualified high school students engage in a dual enrollment program with the University of Wyoming,**

**Now therefore the University of Wyoming (UW) and the Albany County School District #1 (School District), collectively referred to as the Parties, enter into this Memorandum of Understanding (MOU) on the effective date below and agree as follows:**

**1. PURPOSE**

The purpose of this agreement is to establish a partnership between UW and Wyoming school districts that provides post-secondary opportunities for eligible high school students, specifically dual enrollment classes. Additionally, the purpose of this agreement is to define the procedures related to dual enrollment of high school students in college classes as defined by Wyoming Statute 21-20-201.

**2. DUAL ENROLLMENT**

- a. Dual enrollment credit is given to qualified high school students who complete college level courses for which the UW hires and pays the instructor and which the School District agrees to allow high school graduation credit.
- b. Because it is a college course, the course will typically be delivered on UW's academic calendar and schedule; students and School District may need to make adjustments collaboratively to meet this schedule. The high school student will be treated as equal to any college student in that course. Coursework and grading will be according to the college standards and expectations. The students will receive a grade on the official University of Wyoming transcript, as well as the official high school transcript. Qualified high school students have access to the full variety of delivery modalities such as face-to-face, online, or compressed video.

**3. COURSE OFFERINGS**

High school students may enroll in up to 6 credit hours at the UW per semester. The dual enrollment courses available to high school students through UW will be limited only by the approval of their School District and the student eligibility requirements described below. School District approval shall be by and through the Superintendent or his/her designee.

**4. STUDENT ELIGIBILITY**

In order to participate in the dual enrollment program, School District students must:

- a. qualify as High School Guest Students at UW;
- b. be seniors, juniors;
- c. have an official copy of the most recent high school transcript showing an overall GPA of at least 3.0 sent directly to the UW Admissions Office;
- d. provide a fully executed School District approval form;
- e. submit a positive written recommendation from a high school counselor or principal; and

- f. meet course entrance requirements and/or prior course work required before enrolling in a particular course.

## **5. TUITION AND FEES**

a. Pursuant to Wyoming Statutes 21-20-201, dual enrollment students cannot be charged tuition or fees at UW: *"The school district and the university or community college district entering into an agreement for purposes of this section shall, if there are any fees within the agreement, establish fees to be assessed the school district for student participation under the program, the payment schedule for the established fees and other necessary arrangements to facilitate fee payment and collection."* Therefore, the following shall apply to School District's approved dual enrollment students:

- i. School District will pay all tuition and course fees for all its students participating in dual credit courses according to the rate and refund schedule established by the university for the current year under this MOU.
- ii. UW Financial Services will issue a billing statement to School District for dual credit fees after the last day to withdraw from an individual class.
- iii. School district will pay the tuition and fees for all its students enrolled in dual enrollment based on the final class roster issued after the last day to withdraw from an individual class.

## **6. TEXTBOOKS AND MATERIALS**

a. Pursuant to Wyoming Statute 21-20-201(d), *"Any textbooks, materials or equipment purchased under the established fees shall be addressed within the agreement entered into between the university or college and the school district. The university or community college shall not directly assess and collect any fee from the participating student for textbooks, materials, student services or any other fees otherwise assessed and collected from students attending the institution."* Therefore:

- i. The cost of the textbooks, materials or equipment required by the School District's approved students taking a dual enrollment course at UW will be paid by School District in accordance with Wyoming Statutes.

## **7. UNIVERSITY RESOURCES**

All dual enrollment students will have access to the standard support services that any university student has available. Services include advising, tutoring, disability assistance, etc. Dual enrollment students who take classes at UW will meet with a UW advisor prior to registering in order to receive advising and insure completion of all application forms, assessment tests, and course pre-requisites.

## **8. GRADING**

Grading shall be valid and reliable and based on student academic performance. Weighted grades may be used in secondary schools, but final grade point average (GPA) shall be computed on a 4.0 scale, where A=4.0.

## **9. DISTANCE EDUCATION**

School District and UW agree to participate in ongoing collaborations between the University, community colleges, school districts, WDE, and the Wyoming Distance Learning Center regarding technological infrastructure and distance delivery methods to improve access to quality dual enrollment courses.

## **10. DATA COLLECTION AND ANALYSIS**

Dual enrollment courses provide some students and families substantial benefit, but only if the courses truly provide students opportunity to acquire the knowledge and skills necessary for success in subsequent related courses and/or the workforce. To assist schools and colleges in assessment of student course outcomes, data on student participation and performance in dual enrollment coursework, high school graduation, success in subsequent academic coursework, persistence of post-secondary programs toward certificate and/or degree completion may be collected. Wyoming community colleges and UW have common course names and numbers that may facilitate data analysis. Courses numbered identically, i.e. ENGL 1010, offered students

at schools, community colleges and UW will be included in any assessments and analysis. Any data and/or results will be provided, upon request, to educational providers, educational researchers, and governmental entities with an appropriate rationale. All such data collection, release and analysis shall comply with FERPA and applicable state or federal laws.

**11. TERM AND RENEWAL OF AGREEMENT**

This Agreement is effective as of August 1, 2013, and shall remain in full force and effect until July 31, 2018. At the end of the term, this agreement may be renewed if agreed on by both parties in writing. The UW A Office of Academic Affairs and the School District Assistant Superintendent of Instruction may review and recommend to the UW President and the School District Superintendent for the continuation of the program prior to August 1 of the renewal term.

**12. TERMINATION**

Either party can terminate this Agreement without cause, upon thirty (30) days prior written notice, provided that students already participating in the dual enrollment program are given the opportunity to complete their classes in accordance with this Agreement.

**13. NO THIRD PARTY BENEFICIARIES**

This agreement is solely between the two parties named in this agreement. Nothing herein creates any rights for any third parties to enforce any of the terms of this agreement or challenge any aspect of this agreement.

**14. SOVEREIGN IMMUNITY**

Neither UW nor School District waive its sovereign immunity or its governmental immunity by entering into this Agreement and each fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

**15. GOVERNMENTAL CLAIMS**

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

**16. INTERPRETATION**

The Parties hereto agree that (i) this agreement shall be interpreted in conformity with and shall hereby incorporate by this reference Wyoming Statutes 21-20-201, SEA 52 (2010) and the Wyoming Manual of Procedures for Dual and Concurrent Enrollment Program, as if the documents were attached hereto in their entirety; (ii) the laws of Wyoming shall govern this Agreement; (iii) any questions arising hereunder shall be construed according to such laws; and (iv) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

**17. EQUAL EMPLOYMENT OPPORTUNITY**

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity. UW policy has been and will continue to be one of nondiscrimination, offering equal employment 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.

Superintendent,  
Albany County School District, #1

X: \_\_\_\_\_

Date: 8/25/13

Provost,  
University of Wyoming

X: \_\_\_\_\_

Date: 23 Aug 13