

**UNIFORM 2+2 ARTICULATION AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF WYOMING**

**BACCALAUREATE PROGRAMS**

**AND**

**NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT**

Approved by University of Wyoming Board of Trustees on 02/17/2021

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## I. Background

2+2 Articulation is a shared initiative between the Wyoming Community Colleges (WYCC) and the University Wyoming (UW). The initiative focuses on developing the pathways for students to begin studies at a Wyoming community college and then transfer as seamlessly as possible to one of the UW baccalaureate programs while staying on track to degree completion within four years (eight (8) consecutive, full-time semesters).

The Articulation Contact group, including participants from all seven Wyoming Community Colleges, all UW Colleges, UW Office of the Registrar (OTR) and the Transfer Success Center (TSC) work together to schedule articulation priorities designed specifically to meet institutional priorities of all participating institutions and best serve students' needs.

## II. Purpose and Rationale

This document presents a uniform agreement that will promote educational attainment opportunities for transfer associate degree completers moving between WYCCs and UW in order to complete bachelor's degrees for articulated programs. Admission to the University of Wyoming is not guaranteed; students planning to graduate from any of the WYCCs may apply for admission to any of these programs without taking additional and sometimes duplicative courses.

This agreement supports the mission of the Wyoming Educational Attainment Executive Council (EAEC) to achieve specific goals to increase educational attainment and economic opportunity for Wyoming citizens as well as providing increased information sharing to improve performance of the state's higher educational system laid out in the SLEDS (State Longitudinal Education Data System) initiative. This coordinated approach should increase the number of baccalaureate graduates, thereby serving state workforce needs.

## III. Policies

The 2+2 Articulation Agreement (2+2 AA) is made between Northern Wyoming Community College District and the University of Wyoming.

The 2+2 AA applies to all Northern Wyoming Community College District students who enter the associate degree program(s) after the effective date of this agreement and successfully complete the articulated associate degree while maintaining continuous enrollment within the catalog year(s) specified on individual program-to-program degree completion plans. Students maintaining continuous enrollment under this MOU and who follow the degree completion plan(s) in place for the year the student began at Northern Wyoming Community College District will matriculate to the University of Wyoming program in the same catalog year.

Students who do not complete the qualifying associate's degree in four consecutive semesters at Northern Wyoming Community College District may complete the UW baccalaureate requirements as outlined in the relevant degree completion plan. These students' matriculation term will remain the term that they matriculate at UW.

The UW Transfer Success Center oversees refinements of and changes in the regulations and individual articulated degree plans.

## A. Articulation Governing Group

Authority to interpret and make changes in the 2+2 Articulation Agreement rests with the seven Community College Presidents, the President of the University of Wyoming, and the Executive Director of the Wyoming Community College Commission (or their designees).

Questions concerning the 2+2 AA should be directed to the community college VPAA (or their designee) with an explanation of the institutional policy that may (appear to) be in conflict with 2+2 AA policy. The VPAA will forward unresolved questions to the UW Transfer Success Center for resolution. For further details, see Appendices B and C, which are attached and incorporated herein by reference. Appendices B and C may be periodically reviewed, updated and amended by the parties upon written signature of the designee of the parties.

## B. Transfer Credit Petition

If a 2+2 AA student perceives that a course has not been transferred according to the terms of the 2+2AA, they may follow the 2+2 AA Transfer Credit Petition process. The University of Wyoming and Northern Wyoming Community College District will provide a link to that Petition Process on its web site.

<http://www.uwyo.edu/transfer/transfer-credit-petition.html>

## IV. Procedures

### A. Transfer of Credits

The 2+2 AA establishes the procedures governing the transfer of credits for students who graduate from Northern Wyoming Community College District transfer programs and applies to articulated programs at the University of Wyoming. The 2+2 AA does not address admission to a specific college or program within an institution.

#### 1. Eligibility

To be eligible for the transfer of credits under the 2+2 AA, an applicant must enter a community college transfer associate program on or after the effective date of this agreement and must earn an associate degree in a Wyoming Community College with a GPA of at least 2.0 cumulative G.P.A. and a grade of C or better in all 2+2 AA courses. *Note: Some degree plans may specify additional academic requirements. In these instances, the additional requirements will be specified on the degree plan and in the UW catalog.*

#### 2. Procedures governing transfer of associate into bachelor's degrees.

The 2+2 AA enables students who have graduated from WYCC 2+2 AA programs to complete a common list of courses that meet the entrance requirements of the articulated programs at the University of Wyoming. However, because some program admissions are competitive, no student is guaranteed admission to a specific academic program.

#### 3. Identification of 2+2 transfer students

The Transfer Success Center will identify students matriculating to the University of Wyoming after a student has been admitted and self-identify by completing the Admissions Checklist. Students who are confirmed to be on a 2+2 path will be notified, as will their University of Wyoming advisor. Students identified as on a 2+2 will retain the matriculation term of their originating institution at the University of Wyoming.

#### **4. Transfer of Advanced Placement (AP) course credit**

Advanced Placement (AP) course credits that have been earned with a score of three (3) or higher may be acceptable as part of a student's 2+2 degree plan under the 2+2 AA provided they align with articulated coursework in the 2+2 degree completion plan and align with the University of Wyoming's articulated equivalency for each AP course.

### **B. Impact of the 2+2 AA on other articulation agreements**

The 2+2 AA for articulation agreements made between the institutions after the effective date will be governed by the terms and conditions of this MOU and will take precedence over bilateral articulation agreements established between constituent institutions and the University of Wyoming when in conflict. Institution-to-institution articulation agreements that fall within the parameters of the 2+2 AA and enhance transferability of students from community colleges to the University are acceptable. Institutional agreements conflicting with the 2+2 AA are not permitted.

## **IV. General Provisions**

- A. Term.** This Agreement shall commence upon the date of last signature and shall remain in full force and effect for a period of ten (10) years unless terminated earlier under the provisions of this Agreement.
- B. Termination.** Either party may terminate this Agreement upon ninety (90) days' written notice to the other party; however, students who began under a prior degree completion program shall be permitted to complete that degree.
- C. 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.
- D. 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.

- E. **Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- F. **Entirety of MOU.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral.
- G. **Governmental Claims.** Any actions or claims against either party 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.
- H. **Indemnification.** Neither party shall be liable to the other party and its public employees for any and all claims arising from the services performed under this Agreement or related to this Agreement.
- I. **Interpretation.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- J. **Notices.** All notices and other correspondence related to this Agreement 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:**

Director of Transfer Relations

**To: Community College:**

VP for Academic Affairs

- K. **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 the Office of General Counsel.
- L. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.


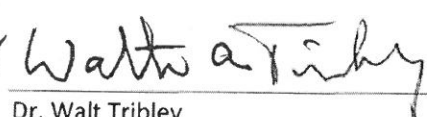
- M. Sovereign Immunity.** Neither party waives its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- N. Third Party Beneficiary Rights.** 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 MOU shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement 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.
- O. Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement 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 Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.
- P.** This Agreement may be executed in any number of counterparts and by different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signing pages by facsimile or electronic means shall constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic means shall be deemed to be their original signatures for all purposes.

**Signatures.** In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

APPROVED BY:

University of Wyoming

Community College

	
Dr. Edward Seidel President	Dr. Walt Tribley President
Date	Date


Dr. Estella Castillo-Garrison VP for Academic Affairs
Date



**Appendix A**  
**Maintaining Articulation and Curricular Alignment**

Articulation between the WYCCs and the University of Wyoming is a dynamic process. To ensure the currency of the 2+2 AA, occasional modifications to that agreement may be necessary. The UW Transfer Success Center will collaborate with the faculty, Registrar and VPAA of Northern Wyoming Community College District annually to identify curricular shifts that require updating existing articulated programs under this agreement. Both the University of Wyoming and Northern Wyoming Community College District agree to notify one another of any curricular changes which will impact existing agreements as soon as possible.

All modifications may be subject to faculty review under the direction of the 2+2 AA. Because the modification process involves faculty and administrative review, this process may require up to twelve (12) months for final action. Decisions made in regard to the 2+2 AA will be consistent with all pertinent accreditation standards.

**The Review Process**

An assigned representative from Northern Wyoming Community College District will work with the UW Transfer Success Center to identify the appropriate faculty to work on individual 2+2 degree completion plans.

**Appendix B**  
**Itemized Degree Plans between Northern Wyoming Community College  
and the University of Wyoming**

Formally approved 2+2 degree completion plans between the Northern Wyoming Community College District and the University of Wyoming will be posted and maintained on the Transfer Success Center Articulation landing page. Northern Wyoming Community College District is encouraged to link their webpage to the degree completion plans posted through UW or to post completed plans on their own.