

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF MONTANA  
AND  
LARAMIE COUNTY COMMUNITY COLLEGE**

- 1. Parties.** This Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between the University of Montana (hereinafter “University”) and Laramie County Community College (hereinafter “Institution”), whose address is 1400 E. College Drive, Cheyenne, WY 82007.
- 2. Purpose.** This MOU provides students who have earned the associate’s degree, as described below, from the Institution, the opportunity to complete a bachelors degree at the University. By this MOU CC and the University of Montana 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 Fall 2021 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 Montana:**
  - A.** Any Institution student who has earned an Associate of **Science in Exercise 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 Integrative Physiology 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:**

**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:**

The University of Montana  
Integrative Physiology and Athletic Training

**To Institution:**

Exercise Science Department  
cc: [procurement@lccc.wy.edu](mailto:procurement@lccc.wy.edu)

**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.

**LARAMIE COUNTY COMMUNITY COLLEGE**

**UNIVERSITY OF MONTANA**

**RECOMMENDED BY:**

*C Henning*  
C Henning (Sep 9, 2021 13:57 MDT)  
Department Head, Exercise Science  
Date: Sep 9, 2021

*John Quindry*  
John Quindry (Sep 10, 2021 13:10 MDT)  
School Chair, UM  
Date: Sep 10, 2021

*Starla L. Mason*  
Starla L. Mason (Sep 9, 2021 14:06 MDT)  
Dean, School of Health Sciences & Wellness  
Date: Sep 9, 2021

*M. Marvanova*  
Marketa Marvanova (Sep 10, 2021 13:15 MDT)  
Dean, College of Health, UM  
Date: Sep 10, 2021

**APPROVED BY:**

*Kari Brown-Herbat*  
VP of Academic Affairs  
Date: Sep 9, 2021

*Reed Humphrey, PhD*  
Reed Humphrey, PhD (Sep 10, 2021 13:16 MDT)  
VP of Academic Affairs, UM  
Date: Sep 10, 2021

### Exhibit A- Program Plan

<b>LCCC Course</b>	<b>University of Montana Course</b>
HLED 1221	Lower Division Elective
KIN 1100	KIN 205
STRT 1000	COLS 194
ENGL 1010	WRIT 101
MATH 1400	M 121
HOEC 1140	NUTR 221N
KIN 1212	KIN 105/106 elective
KIN 2135	KIN 201
BIOL 1010	BIOB 160N/161N (2 <sup>nd</sup> HHP Bio Requirement)
CHEM 1000 OR	Lower Division Elective
CHEM 1020	CHMY 141N
KIN 2470	Lower Division Elective
EDST 2420	Lifespan Class (Lower Division Elective)
ZOO 2010 or ZOO 2015	BIOH 201/202
COMM 2010	COMX 111A
PSYC 1000	PSYX 100S
PEPR 2050	AHAT 210/213
KIN 2471	Elective
HLED 1006	HTH 110
ZOO 2020 or ZOO 2025	BIOH 211/212
KIN 2450 Internship	Lower Division Elective
KIN 2137	

Upon completion of an AA or AS degree at Laramie County Community College, students do not need to take lower division gen eds at UM. Those from the previous institution are honored.

#### For Matriculation through Exercise Science Applied

AHAT 342/343 or KIN 447	Upper-Division Writing
BIOH 112 or BIOH 113 or BIOB 160N	Lower-Division Biology
CHMY 123/124	Intro to Organic and Biochemistry and Lab
EDU 421, PSYX 222, SOCI 202, or STAT 216	Statistics
HTH 475E	Legal and Ethical Issues in Health
KIN 320/321	Exercise Physiology
KIN 330	Motor Learning and Control
KIN 425	Biomechanics
KIN 498	Internship
M 122	College Trigonometry
NUTR 411	Sports Nutrition
PHSX 205N/206N	College Physics I and Lab
Upper-Division Credits	At least 17 credits to meet 39 credit req

#### For Matriculation through Exercise Science Pre-Professional

AHAT 342/343 or KIN 447	Upper-Division Writing
BIOH 112 or BIOH 113 or BIOB 160N	Lower-Division Biology

CHMY 123/124	Intro to Organic and Biochemistry and Lab
EDU 421, PSYX 222, SOCI 202, or STAT 216	Statistics
HTH 475E	Legal and Ethical Issues in Health
KIN 320/321	Exercise Physiology
KIN 330	Motor Learning and Control
KIN 460	ECG Analysis
KIN 483/484	Exercise, Disease, and Aging and Lab
KIN 498 or KIN 499	Internship or Capstone
M 122	College Trigonometry
PHSX 205N/206N	College Physics I and Lab
PHSX 207N/208N	College Physics II and Lab
Upper-Division Credits	At least 17 credits to meet 39 credit req

### For Matriculation through Sports Medicine

AHAT 324/325	Assessment of the Extremities/Lab
AHAT 342/343	Upper-Division Writing
BIOH 112 or BIOH 113 or BIOB 160N	Lower-Division Biology
CHMY 123/124	Intro to Organic and Biochemistry and Lab
EDU 421, PSYX 222, SOCI 202, or STAT 216	Statistics
HTH 475E	Legal and Ethical Issues in Health
KIN 310	Strength Training and Conditioning
KIN 320/321	Exercise Physiology
KIN 322/323	Kinesiology and Applied Kinesiology Lab
KIN 330	Motor Learning and Control
KIN 410	Advanced Strength and Conditioning Methods
KIN 425	Biomechanics
KIN 440	Sport Psychology
KIN 460	ECG Analysis
KIN 499	Capstone
M 122	College Trigonometry
NUTR 411	Sport Nutrition
PHSX 205N/206N	College Physics I and Lab

### For Matriculation through Applied Human Physiology

AHAT 342/343 or KIN 447	Upper-Division Writing
BIOH 112 or BIOH 113 or BIOB 160N	Lower-Division Biology
CHMY 123/124	Intro to Organic and Biochemistry and Lab
EDU 421, PSYX 222, SOCI 202, or STAT 216	Statistics
HTH 475E	Legal and Ethical Issues in Health
KIN 320/321	Exercise Physiology
KIN 330	Motor Learning and Control
KIN 460	ECG Analysis
KIN 483/484	Exercise, Disease, and Aging and Lab
KIN 498 or KIN 499	Internship or Capstone
BIOM 250N/251N or BIOM 360/361	Microbiology for Health Professions or Microbio
ANTY 101H or NASX 105H	Multicultural Class
AHMS 144	Medical Terminology
Upper-Division Credits	At least 17 credits to meet 39 credit req











# University of Montana Articulation - Exercise Science-LCCC


Final Audit Report


2021-09-10


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