

**Agreement University of North Dakota and Casper College
Regarding Master of Occupational Therapy Degree and
Master of Public Health Degree Programs at Casper, Wyoming**

The University of North Dakota at Grand Forks, North Dakota (UND) and Casper College, Casper, Wyoming (CC) hereby agree as follows:

I. Purpose and Nature of Agreement

The purpose of this Agreement is to specify the roles UND and CC will each play in the satellite programs in Occupational Therapy (OT) and the Master of Public Health (MPH) offered by UND in Casper, Wyoming (collectively, the "Programs").

This Agreement supersedes all previous agreements between the parties relating to the Programs.

II. Program

The Programs as described herein are professional level master's programs. These Programs are offered by the UND School of Medicine and Health Sciences (UND SMHS).

Curriculum

The curriculum of the Programs will be a duplicate of the existing curriculum of the current programs at UND SMHS. Copies of the complete course-by-course materials will be provided to the Program faculty.

Faculty

Master of Occupational Therapy

UND SMHS will hire persons to serve as full time or adjunct on site at CC. UND will ensure that the faculty have adequate teaching background. Adjunct faculty will be qualified occupational therapists, physical therapists, and other professional educators who practice in Wyoming and have an interest in teaching. Each will be assigned a UND faculty mentor. UND faculty will mentor each adjunct faculty by having routine meetings throughout the semester to ensure consistency with teaching, course content, lab activities, and overall curriculum at both sites. A full time faculty member

and/or class advisor will meet with the students regularly to provide academic policy assistance on site. All members associated with teaching/coordinating will be employees and the responsibility of UND SMHS.

Master of Public Health

UND SMHS will hire persons to serve as full time or adjunct on site at UND SMHS. UND will ensure that the faculty have adequate teaching background. Adjunct faculty will be qualified professional educators. A full time faculty member and/or staff member will meet, via distance, with the students regularly to provide academic policy assistance. All members associated with teaching/coordinating will be employees and the responsibility of UND SMHS.

Recruitment

Master of Occupational Therapy

The recruitment of students shall be the responsibility of UND SMHS faculty/staff in Grand Forks and Casper, Wyoming.

Master of Public Health

The recruitment of students shall be the responsibility of UND SMHS faculty/staff in Grand Forks and Casper, Wyoming.

Advisement

Professional level advising will be handled by UND SMHS faculty. They will be available to meet with all the professional level students. An orientation will be held for all incoming UND SMHS students during the first semester of enrollment. This orientation shall be provided by UND SMHS faculty and consist of meeting the faculty, reviewing the policies outlined in the student manual, participating in group activities to meet peers, and the development of a learning community.

CC will make available to the students in the UND SMHS programs use of the counseling center, disability student services, and student wellness center at no charge.

Students in the UND SMHS programs may reside in CC student housing (if space is available).

Admission

The admission procedure will duplicate that of UND SMHS Professional programs. Students are expected to apply through the UND School of Graduate Studies online application process. The student will indicate his/her preference for enrollment at the Casper or Grand Forks Site. Qualified Wyoming students will be offered an interview and receive additional consideration.

The UND Financial Aid Office will be notified which students have been accepted into the professional program located at CC by the UND SMHS Department. The UND Financial Aid Office will provide support and guidance to students enrolled at UND's Casper Site.

Students will be subject to the policies as outlined in the *UND Code of Student Life*, the departmental Student Manual and the Casper College student handbook.

- a. Academic policies will be subject to the UND Code of Student Life and departmental manual.

- b. Professional behavior concerns and safety violations will be subject to UND's code of student life, the departmental student manual, and the CC Student Handbook. The programs will serve as the point of contact for matters relating to the safety and security of the campus as it affects UND students and staff and for behavior or misconduct involving UND students. The program will notify CC Security of potential safety violations or risks from UND Students to the CC community. Likewise, CC Security will notify the program faculty and/or staff of any concerns related to the behavior and safety involving UND Students. CC Student Services will provide UND students an orientation to the CC Student Handbook to include Title IX.

The students, curriculum and faculty will be evaluated by the same methods used by the Programs.

Program Continuation

The Programs will be evaluated each Spring Semester to assure there is a sufficient Applicant pool for the Programs to be totally self-sustaining and to assure that there are sufficient faculty expertise and resources to sustain an additional three-year commitment. In the event there is not a sufficient applicant pool to assure that the Programs will be self-sustaining or it cannot be assured that there will be sufficient faculty expertise and resources to sustain an additional three-year commitment, the parties shall develop a plan to phase out the Programs (or applicable program), giving students already enrolled in the Programs (or applicable program) an opportunity to complete their degree.

Tuition and Fees

Charges to students for tuition, fees and other costs for the program shall be payable to UND. UND shall be responsible for billing, collecting, and maintaining records of payment for tuition, fees, and other costs.

III. Accreditation

The Occupational Therapy Program is accredited by the Accreditation Council for Occupational Therapy Education (ACOTE). All entry level professional programs must comply with the *Standards for an Accredited Educational Program for the Occupational Therapist*, (contact the ACOTE at (301) 652-2682, or ACOTE, c/o Accreditation Department, 4720 Montgomery Lane, Suite 200, Bethesda, MD 20814-3449). UND Occupational Therapy Department is responsible for ensuring compliance with all accreditation standards.

The Master of Public Health Program is accredited by the Council on Education for Public Health (CEPH). All accredited schools and programs of public health must comply with the CEPH Accreditation Criteria (contact CEPH at (202) 789-1050, or CEPH, 1010 Wayne Avenue, Suite 220, Silver Spring, MD 20910). The UND MPH Program is responsible for ensuring compliance with all accreditation standards.

IV. Resources/Facilities

UND will rent classroom, office, and storage space from CC at CC's standard rental rate. Rental fees can be paid quarterly.

These spaces with square footage include:

Aley Hall: (square footage has been added)	
Aley 302 (ADL lab)	- 345 sf
Aley 303 (UND Main Office)	- 220 sf
Aley 303A (Professional Coordinator/Faculty Office)	- 230 sf
Aley 303B (Site Administrator Office/Faculty Office)	- 225 sf
Aley 305 (Classroom)	- 757 sf
Aley 305 A (Storeroom)	- 116 sf
Aley 306 (Classroom/lab)	- 1071 sf
Aley 306 A (Faculty Office)	- 91 sf
Aley 307 (Faculty Office)	- 220 sf
Aley 308 Durham Stage Storage Room	- 40 sf
Aley 209 (Conference/Group Meeting Room)	- 250 sf
	<u>3565 sf</u>

UND is responsible for purchasing and storing classroom teaching supplies and materials. Furniture, fixtures, and equipment used by UND Faculty and staff at the Casper location will be purchased and maintained by UND.

Library/computer services

CC will make available its library and appropriate computer services, including computer labs, to students in the UND programs on the same basis as they are available to students of the College.

V. Governance

This Agreement is governed by:

- a. the laws of the State of North Dakota and subject to the policies of the North Dakota State Board of Higher Education

and

- b. the laws of the State of Wyoming and subject to the policies of the CC Board of Trustees and the Wyoming Community College Commission

The UND faculty retain all academic prerogatives and responsibilities associated with the programs.

The Professional Program Coordinator, Site Administrator, MPH Program Director, and OT Chairperson shall serve as the departmental contacts with persons at CC. These individuals, in cooperation with CC employees, shall be responsible for the day-to-day academic administration of the Programs. The overall administration of the programs is the responsibility of the UND SMHS Vice President for Health Affairs and Dean.

VI. Liability

Each party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment. The liability of UND shall be determined pursuant to chapter 32-12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. Nothing herein shall preclude either party from asserting against third parties any defenses to liability it may have under the law or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of the Agreement. In no manner shall this Agreement be construed to waive any immunity or defenses available to CC as a political subdivision under the Wyoming Statutes.

VII. Nondiscrimination

UND SMHS and CC agree not to discriminate in violation of the law on the basis of race, color, sex, religion, national origin, the presence of any mental or physical disability, political belief or affiliation, status with respect to marriage or public assistance, sexual orientation, gender identity, genetic information, veteran status, or age.

VIII. Assignment

Neither party may assign or otherwise transfer or delegate any right, duty or obligation under this Agreement without the express written consent of the other party.

IX. Modification

This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

X. Termination

This Agreement shall be in effect until terminated by mutual consent of both parties, or by either party in writing upon six (6) months' written notice in advance of the date of termination.

XI. Severability

If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term or provision.


XII. This agreement will take effect on July 1, 2018. It should be reviewed on an annual basis.

IN WITNESS WHEREOF, the parties have executed this Agreement.

UND: University of North Dakota


 (for Dr. Wynne) _____ 1/23/18
Signature Date

Joshua Wynne, MD, Vice President for Health Affairs and Dean School of Medicine and Health Sciences

 _____ 1/10/18
Signature Date

Thomas Mohr, PT, PhD, Associate Dean Health Sciences

CC: Casper College

 _____ 1-26-18
Signature Date

Darren Divine, PhD, President and CEO: