

TRANSFER INSTITUTION AGREEMENT

Western Governors University and White Earth Tribal & Community College

This Transfer Institution Agreement (“Agreement”) is effective as of the date of the last signature below between Western Governors University (together with any affiliates, “WGU”), a Utah nonprofit corporation located at 4001 South 700 East, Suite 700, Salt Lake City, UT 84107, and White Earth Tribal & Community College (“Institution”), located at 220 College Road, Mahanomen, MN 56557 (each a “Party” and collectively the “Parties”).

A. Purpose & Background

The common goal for this Agreement is to provide Institution’s graduates and employees with flexible, personalized learning pathways to higher education and professional development (degrees, certificates, and credentials) through WGU’s innovative online university and applicable WGU affiliates. This Agreement is further intended to formalize the transfer of applicable credits between the Parties via transfer and/or reverse transfer articulation pathways.

WGU is a private, non-profit, accredited university offering degrees and other educational opportunities. WGU’s programs are designed to fit into busy work and home schedules and create pathways to opportunity.

B. Scholarship Opportunities

Scholarships may be awarded to Institution’s graduates and employees, if applicable, as described below. Institution acknowledges and agrees that: (i) scholarship applicants must meet WGU admission requirements, and (ii) WGU is solely responsible for scholarship funding and award decisions.

WGU Community College Partner Scholarship

Graduates and employees of Institution are eligible to apply for the WGU Community College Partner Scholarship in the amount of \$2,500, which is disbursed in increments of \$625 per academic term for up to four (4) terms based on satisfactory academic performance.

C. Obligations of WGU

1. WGU has sole responsibility for all aspects of any program, certification, curriculum, and applicable accreditations.
2. WGU retains sole discretion in admission decisions.
3. WGU will develop, post, and maintain transfer articulation pathways, which will be accessible through the <https://partners.wgu.edu> webpage.
4. At the request of Institution, WGU will provide training, and print and digital materials to enable understanding of the opportunities with WGU.
5. WGU will support a reverse transfer process for students who: (i) transferred from Institution prior to degree completion with a collaborating institution, and (ii) met any requirements applicable to a reverse transfer.
6. WGU will assist in the development and execution of initial and ongoing enrollment campaigns for Institution’s graduates and employees to include providing any marketing materials needed and approved by the Institution.

7. WGU will waive the application fee for any Institution graduate or employee who enrolls at WGU.

D. Obligations of Institution

1. Institution will make graduates aware of the articulation and scholarship opportunities by sharing and/or posting information for graduates to review, and will highlight the collaboration and education benefits of WGU through its standard internal communication channels (such as newsletters) with faculty, staff, students.
2. Institution will provide WGU with timely curricular updates of all updates of all offered degrees, certificates, and educational programs.
3. Institution will establish a web link from its internal websites to the WGU articulation pathways page (partners.wgu.edu) and Minnesota community college landing page (www.wgu.edu/mncc).
4. If Institution offers other tuition assistance programs, WGU programs will be added to the list of programs eligible for Institution's highest level of assistance.
5. Institution will invite WGU to participate in any education/benefit fairs, information seminars, and "lunch and learn" presentations that Institution may offer.
6. Institution agrees to support additional marketing communications upon request.

E. Joint Obligations

1. WGU and Institution will collaborate on an announcement of the signing of this Agreement with a mutually agreeable press release. A signing event may also occur in conjunction with the announcement if mutually agreed between the Parties.
2. WGU and Institution will collaborate in developing methods of communication to share about WGU opportunities, including the scholarship, enrollment campaigns, and engagement opportunities.
3. The Parties agree to maintain open communication to provide timely support and engagement to advance the goals of this Agreement.
4. The Parties agree to exchange data and documents, as agreed, to assist in the maintenance and improvement of the transfer arrangements identified in this Agreement.
5. Each Party agrees to use reasonable care to protect the confidential information of the other Party against unauthorized disclosure. The Parties further agree to treat all education records created, disclosed, or maintained under this Agreement, including any personally identifying information, in accordance with the requirements of the Family Educational Right to Privacy Act (FERPA).
6. Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks ("Marks") in every respect, and each agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. In the event of termination or expiration of this Agreement, each Party shall remove the other Party's information from its website and cease use of the other Party's Marks.
7. Neither Party will discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

F. Miscellaneous

1. Term and Termination. This Agreement will remain in effect for a period of two (2) years or until terminated by either Party by providing thirty (30) days prior written notice to the other Party. In the event the Agreement is terminated, WGU agrees that each graduate or employee of Institution enrolled at WGU and then receiving any educational benefit under this Agreement will receive the full value of that benefit towards studies at WGU as long as such individual remains in good academic standing.
2. Licensing Jurisdiction. WGU programs leading to professional licenses will continue to meet the applicable requirements of the licensing authorities in the State of Utah. To the extent applicable, WGU’s certification officers will work with WGU students enrolled in these programs under this Agreement to obtain a license outside the State of Utah.
3. This Agreement will be governed by the laws of the State of Utah, without regard to its conflict of laws rules.
4. No Relationship. Institution and WGU are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the Parties.
5. Entire Agreement. This Agreement supersedes any prior agreements, whether oral or written, between the Parties relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by both Parties.

WGU

Terrance Hopson

Jan 6, 2023

Dr. Terrance Hopson
Regional Vice President

Date

INSTITUTION

Laura Driscoll

Jan 5, 2023

Dr. Laura Driscoll
Provost

Date

Contact information – WGU

Christy Seawall
Lead Strategic Partnerships Manager
christy.seawall@wgu.edu

Dr. Dalila Duarte
Regional Manager
dalila.duarte@wgu.edu

Dr. Mary Hendrick
Sr. Partner Solutions Executive and
Manager, Transfer Engagement
mhendrick@wgu.edu

Contact Information – WETCC

Dr. Frank Oakgrove
Academic Dean
frank.oakgrove@wetcc.edu

Exhibit A



WGU “Marketing” Logo



Institution Logo