

**Memorandum of Understanding  
Angelo State University / Roscoe Collegiate High School  
Access ASU Partnership**

This Memorandum of Understanding is made and entered by and between *Roscoe Collegiate High School*, hereinafter called "RCHS", *Western Texas College*, hereinafter called "WTC" and ANGELO STATE UNIVERSITY, an institution of higher education of the State of Texas and member, Texas Tech University System, hereinafter called "ASU".

WHEREAS, in order to increase the number of Texas residents completing a bachelor's degree and to help the State of Texas reach the goals set out in the Texas Higher Education Coordinating Board's report *Closing the Gaps*, Angelo State University (ASU), Roscoe Collegiate High School (RCHS) and Western Texas College (WTC) have agreed to participate in the Access ASU Partnership.

WHEREAS, this partnership provides a wide range of services and activities for Roscoe Collegiate High School students designed to increase awareness about the educational opportunities at ASU; encourage RCHS students currently enrolled at Western Texas College (WTC) to transfer their associates degree hours to ASU; introduce students to the ASU campus; and ensure a smooth transfer process.

WHEREAS, it is deemed advisable and to the best interest of the parties to establish a memorandum of understanding for the purpose of carrying out these objectives,  
NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

**ARTICLE I  
ORIGINAL TERM, RENEWAL, AND TERMINATION**

The original term of this agreement starts November 29, 2011 and ends July 31, 2013. Thereafter, this agreement shall automatically renew on an annual basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement.

Either party may terminate this agreement at any time, with or without cause, by giving the other party thirty (30) days written notice of its intent to terminate the agreement.

However, students assigned to the program when termination notice is given shall be permitted to complete their current semester.

**ARTICLE II  
RESPONSIBILITIES OF THE PARTIES**

1. To facilitate a seamless transfer process for students interested in future enrollment at ASU, the Parties agree to develop concurrent enrollment plans while working with the ASU Transfer Admissions Office upon each student's initial enrollment at WTC through RCHS.
2. ASU will establish recruiting times at RCHS, initially with recruitment counselors from ASU.
3. ASU will provide admissions counseling and enrollment information to RCHS students, who are enrolled in WTC, and are interested in transferring to ASU. RCHS and WTC agree to provide ASU with names and contact information of prospective transfer students enrolled at WTC each September.

4. ASU agrees to provide communication regarding ASU admissions policy and procedure updates, campus recruitment events, and scholarship opportunities to RCHS students enrolled at WTC. Additionally, RCHS agrees to provide counselor contact information to ASU and to update this information as changes occur.
5. ASU will sponsor visitation programs for RCHS students enrolled at WTC who are interested in transferring to ASU. ASU will contact RCHS with information needed to advertise and inform potential students of each event. RCHS agrees to coordinate visitation trips to ASU and advertise, promote, and facilitate such events.
6. To facilitate WTC's ability to offer "retroactive associate's degrees," the Office of the Registrar at both ASU and WTC will develop a plan whereby transcript information for students who transferred to ASU prior to earning an associate's degree may be reported to RCHS through WTC.
7. ASU will promote the seamless transfer of students to ASU by ensuring that information on the transfer equivalency for WTC course(s) is current and readily available to both students and academic advisors at RCHS through WTC.
8. RCHS will promote communication about Access ASU Initiatives with its faculty, staff and students.
9. ASU encourages the development of articulation agreements with WTC. Either ASU or WTC may initiate articulation agreement discussions when deemed necessary. All completed agreements should be on file in the ASU Office of Admissions.
10. The Office of the Provost at ASU will work with the leadership of RCHS to identify distance education courses that would benefit students in the service area of WTC.
11. ASU and RCHS will work together to identify technology services that have the potential to facilitate the transfer to ASU. While RCHS and WTC students concurrently enrolled in ASU courses, ASU will extend Web and Library services to these students.

### ARTICLE III SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

### ARTICLE IV AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

Notice to ASU shall be mailed to:

Ms. Dallas A. Swafford, Assistant Director for Transfer Services  
Angelo State University  
Office of Admissions  
ASU Station #11014  
San Angelo, TX 76909

Notice to Roscoe Collegiate High School shall be mailed to:

Dr. Kim Alexander, Superintendent  
Roscoe ISD  
P.O. Box 579  
Roscoe, TX 79545

ARTICLE V  
VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

ARTICLE VI  
ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement without the prior written consent of the other party.

ARTICLE VII  
INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

ANGELO STATE UNIVERSITY

By:

Joseph C. Rallo  
Joseph C. Rallo, President

Date:

29 Nov 11

ROSCOE COLLEGIATE HIGH SCHOOL

By:

Kim A. Alexander  
Kim Alexander, Superintendent

Date:

11/29/2011

WESTERN TEXAS COLLEGE

By:

Mike Dreith  
Mike Dreith, President

Date:

11/29/11