



Memorandum of Understanding

Between

West Texas A&M University

And

Collegiate Edu Nation

Concerning

WTAMU Undergraduate Degree Completion Program

This memorandum of Understanding ("MOU") is between West Texas A&M University, a member of the Texas A&M University System ("WTAMU") and Collegiate EduNation ("CEN") and is effective April 1, 2025 (the "Effective Date").

WTAMU and CEN have a mutual and shared interest in cooperating to provide supported access to a bachelor's degree for eligible students at all CEN partner school districts ("PSDs"). Students are eligible if they have successfully completed an associate's degree from a Texas college or university prior to graduation from their High School program. WT and CEN therefore agree the following will be available to all CEN partner school districts:

1. **Admission policy** - WTAMU will admit said students who have earned, or are completing, associate degrees upon receipt of an official college transcript, an application for admission to WTAMU, and a recommendation from their home school district ("Program Students").
 - 1.1. Program students admitted to WTAMU initially as first-time in college admissions (meaning they have not attended a postsecondary institution, excluding any college credit earned during high school) shall remain admitted WTAMU students while completing related courses at another institution (usually the local community college) as long as those courses, or their transfer-equivalent, are identified on their WTAMU degree plan. This admission will last a maximum of two years before the student is required to request re-admission to WTAMU. Satisfactory academic progress (as established by the WTAMU Satisfactory Progress policy) while enrolled elsewhere is expected and will be verified prior to re-enrolling at WTAMU.
 - 1.2. Students admitted as transfers ("Transfer") will be admitted based on existing WTAMU transfer admission policies. Transfer students have earned 12 or more transferable college-level credits at a regionally accredited institution during the fall semester or later after high school graduation. It is anticipated these will be adult students with some college credit but without a degree, returning to complete a bachelor's degree with the support of both the local school district, the community college and WTAMU under this agreement. This pertains to the students not eligible for P-TECH assistance.
2. **Mutual support** - both parties agree to provide program students access to appropriate support services throughout the period in which these students are enrolled at either WTAMU or community college. Examples of such services include:
 - 2.1. Library services;
 - 2.2. Advising and Career services;
 - 2.3. Tutoring and other academic support services.
3. **Responsibility for tuition, fees, and cost of instructional materials** - the PSD agrees to pay the usual cost of tuition, fees, and instructional materials for program students, up to a maximum of

\$12,000 per student, for the student's first bachelor's degree for the first 36 undergraduate SCH at WTAMU. WTAMU will only be responsible for the costs that exceed \$12,000 for the 36 undergraduate SCH. For specialized undergraduate degrees offered through the PTECH program, such as Nursing or Engineering, the PSD agrees to pay the usual cost of tuition, fees, and instructional materials for program students, up to a maximum of \$13,600 per student, for the student's first bachelor's degree for the first 36 undergraduate SCH at WTAMU. WTAMU will only be responsible for the costs these specialized degrees exceed \$13,600 for the 36 undergraduate SCH.

- 3.1. After a student has completed 36 undergraduate SCH, the associated costs will be charged to the student or to the PSD. WTAMU will not have any liability after the 36 undergraduate SCHs less the amounts provided by PSD in the above paragraph.
- 3.2. Any remaining PTECH balances from a student may not be applied to a master's or secondary bachelor's degree.
- 3.3. It is understood that this is feasible if the State of Texas continues to provide PTECH funding for this group of students.

Students not eligible for PTECH assistance will bear their own cost of tuition, fees and instructional materials. However, WTAMU will provide full access to financial aid and scholarship programs to lower the cost of attendance. PSD may choose to provide financial support to transfer students but are not required to do so under this agreement.

4. **Program Coordination** - WTAMU will be the central coordinator for the program established under this MOU, assuming responsibility for academic planning and advising, financial aid processing, billing, and reporting on progress of program students.

PSD will be responsible for providing official approval of every program student on a term basis, at least 30 days prior to the start of each term (fall, spring, and summer). With that approval PSD assumes responsibility for the costs associated with the program (tuition, fees, and instructional materials) up to the maximum (see #3 above).

To make the program as affordable as possible to PSD, students will be encouraged to take as many community college courses as possible, depending on the degree they are pursuing. [Up to 84 SCH can apply to a Bachelor of General Studies (BGS) degree.] This program's intent is for students to take no more than the required 36 undergraduate SCH at WTAMU.

Other WTAMU degrees may not be able to apply as much community college credit. It is assumed under this agreement that most program students will pursue BGS degrees.

If PSD declines to continue financial support of a program student, the student may continue their studies so long as they remain eligible to do so under WTAMU policies and is able to meet their financial obligations.

5. **Partner School Districts (PSDs)** - When CEN adds or ends its relationship with a school district it shall notify WTAMU in writing, to the WT contact office listed in this document. New PSDs will immediately be eligible for the benefits and responsibilities of this program. Former PSDs will lose same unless a separate agreement is reached and signed by WTAMU and the district.

6. **Tracking Student Progress** - it is intended, but not required, that program students will be enrolled on a full-time, year-round basis (fall, spring, summer). Most students will not be able to complete their degrees while remaining PTECH-eligible if they do not stay continuously enrolled.
 - 6.1. Progress towards their degree will be tracked by WTAMU and made available to PSD each term. Written consent from each program student and/or the student's parent/guardian as required by law will be secured by PSD (copies provided to WTAMU), for the exchange of student-level information, will be a condition of participation in the program. This should be obtained prior to the sharing of any student-level data between WTAMU and PSD.
 - 6.2. It is understood that there is a compelling reason for tracking program student progress and making such information widely available (anonymized) to inform the educational community and funding organizations of program performance. That reason is to contribute to state, federal and public efforts to improve educational attainment in rural areas. However, such information will be shared only in aggregate or anonymized fashion with entities (other than PSD) that can demonstrate an appropriate use of the data. PSD will not re-release the information without explicit permission of WTAMU, the program student, or as allowed or required by law.
 - 6.3. Attendance Monitoring: CEN and WTAMU will establish shared protocols for monitoring and addressing student attendance to ensure alignment between secondary and postsecondary attendance expectations, particularly for students attending courses in person. Both parties will designate points of contact to communicate regularly on student attendance, intervene early when issues arise, and document attendance-related concerns impacting student success.
7. **Section 504 Services** - Both parties agree to collaborate in ensuring that students eligible for Section 504 accommodations receive appropriate and coordinated services while enrolled in dual credit, P-TECH, and other collaborative programs. WTAMU will provide necessary academic adjustments within the higher education environment, and CEN will ensure that students' 504 plans are shared and updated to facilitate proper support in both secondary and postsecondary settings.
8. **Transportation Policy** - Both parties will collaborate to define clear transportation guidelines and responsibilities for students traveling to and from WTAMU for in-person courses and activities. The MOU will outline the roles of CEN, participating school districts, and WTAMU in providing, coordinating, or facilitating transportation to ensure safe and equitable access for all students participating in the program.
9. **Communication and Cooperation** - each institution will provide a liaison responsible for facilitating communication, resolving questions, and working to make the program a success for students. This liaison will be identified in writing by an authority of each institution.
10. **Compliance** - each institution shall conduct all activities in connection with this MOU in compliance with all applicable federal, state and local laws and regulations.
 - 10.1. Educational Records - each institution shall comply with the Family Education Rights and Privacy Act ("FERPA") and all other applicable privacy laws and regulations.
 - 10.2. In conducting their activities under this MOU, no institution will exclude or discriminate against any individual on the basis of race, color, sex, religion, national

origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity.

11. **Term and Termination** - this MOU will terminate five years from the effective date unless sooner terminated by one or more of the institutions with written notice to the other effective no sooner than the end of the then-current academic year or extended by written agreement of the parties. However, this agreement may be adjusted annually in terms of the amounts allowed by PTECH.

12. **General Provisions**

12.1. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all the transactions it contemplates.

12.2. Any notices required or permitted under this MOU will be deemed give: a) three business days after it is sent by certified or registered mail, return receipt requested, b) the next business day after it is sent by overnight carrier, c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

WTAMU: Dr. Neil Terry, Executive Vice President and Provost
nterry@wtamu.edu 806-651-2043

PSD: _____

PSD Contact Name: _____

PSD Contact Title: _____

PSD Contact Email: _____

PSD Contact Number: _____

12.3. This MOU is assignable only with the written consent of both parties to the MOU

12.4. Nothing in this MOU waives or relinquishes the rights of each institution to claim any exemptions, privileges, or immunities as may be provided by law.

12.5. Each institution shall excuse any breach of this MOU by the other which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally outside the control of well-managed businesses, provided that the breaching institution makes diligent efforts to expeditiously remedy the breach.

12.6. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

12.7. This MOU contains the entire understanding of the institutions as to its subject matter and supersedes all other written and oral agreements between the institutions as to that subject matter.

12.8. This MOU may be signed in counterparts, each one of which is considered an original but all of which constitute a single instrument.

Each institution enters this MOU as of the effective date.

Dr. Neil Terry
West Texas A&M University
Executive Vice President & Provost
Effective Date

Dr. Kim Alexander
Collegiate Edu-Nation
Chief Executive Officer
Effective Date

PSD Superintendent Name
PSD
PSD Superintendent
Effective Date