

# Memorandum of Understanding for Early Admission for Top 25%

# Between

# Prairie View A&M University and Mansfield Independent School District

# I. SCOPE

# a. Subject of Agreement

Mansfield Independent School District (hereafter, MISD) and Prairie View A&M University (hereafter, PVAMU), a member of the Texas A&M University System and an agency of the State of Texas, have entered into the following agreement concerning the admission of MISD students to PVAMU.

#### b. Purpose of Agreement:

The purpose of the agreement is to provide early admission and related services to MISD students. This agreement is designed to serve only students in the Mansfield ISD.

# c. Date of Effect:

The agreement will be in effect from the date on which parties have affixed their signatures. Review, revisions, and termination provisions are discussed in section IV.

# d. Term of Agreement:

This agreement shall be in effect from the date of final signature and ending September, 2030. This agreement is eligible for renewal within ninety days before its expiration with the written approval of both parties. The full term of the agreement shall not exceed five (5) years. A written approval notice is required at least ninety days in advance if either institution should decide to terminate the agreement. The responsibilities of each partner institution are available in the following Memorandum of Agreement.

# II. Understanding of the Parties

#### a. General Understanding, PVAMU

#### During the period of this agreement, PVAMU will:

- 1. Offer unconditional admission to the top 25% of ranked juniors (at the end of their Junior year) with a minimum 2.5 GPA (recalculated) on a 4.00 scale and a combined total score of 820 SAT (Critical Reading & Math only) or 17 ACT or higher, assuming the student graduates on the recommended high school program in accordance with Texas Education Code sections 51.803-51.809.
- 2. Host a Partnership Celebration Signing Day at Mansfield High School after the MOU has been fully executed.

- 3. At PVAMU's expense, handle all costs and logistics regarding student notification of their admission status.
- 4. Provide a total of ten (10) Opportunity Target High School scholarships to the district valued at \$3,000 each (\$30,000 total). The high school will have an opportunity to provide nominations for awardees that PVAMU's selection committee will consider. Scholarship criteria will be provided to the District no later than a date designated by Prairie View A&M University to ensure nominations for awardees will be provided to PVAMU's selection committee promptly. Students offered opportunity scholarships must meet the scholarship criteria outlined by PVAMU before the award is made.
- 5. Provide one evening financial aid and admissions workshop at Mansfield ISD per academic year, face-to-face or virtually. Partner with the district to attend or assist in the district's existing program.
- 6. Provide a degree program interest day at Mansfield Independent School District, face-to-face or virtually, to allow students and families an opportunity to understand programs offered at the university.
- 7. Provide invitations to Opportunity Target Scholarship recipients for the Scholarship Reception at Prairie View A&M University.
- 8. Provide each scholarship recipient an opportunity to visit campus and shadow a PVAMU-designated student for a day. An email will be sent to these individuals.
- 9. Participate in the MISD College Fair (and placed in a prominent high-traffic location).
- 10. Serve as a host site for the PVAMU Junior and Senior Student Leadership Conference held during the spring semester for up to 80 rising seniors from each partnering school district. Students will come to PVAMU to attend a day program designed to enhance their leadership skills, showcase the University, and learn more about academic programs. MISD will cover all travel and meal-related expenses for their students.
- 11. Host a day for Counselors to visit PVAMU at an agreed-upon date and time to learn more about the University and our programs.

#### b. General Understanding, MISD

#### During the period of this agreement, MISD will:

- 1. Provide PVAMU a data file for the top 25% of ranked juniors and seniors in alpha order to include name, address, phone, and school email address for those individuals who give permission to share third-party information.
- 2. Provide appropriate facilities for the Financial Aid and Admissions workshops for students and their families.
- 3. Provide access to student academic records for advising on course selection and major presentation.
- 4. Provide suitable office space, meeting space, or computer lab, including internet access, a desk/table, and chairs, for PVAMU representatives to meet and advise students on dates agreed upon by MISD and PVAMU.
- 5. Provide students with appropriate class release time to meet with PVAMU representatives.
- 6. Provide a location for PVAMU to set up a booth during MISD's College Night in a prime location.
- 7. Provide the students' names who meet the PVAMU Opportunity Target Scholarship criteria and submit to PVAMU by the date designated and provided in writing each year by PVAMU. The counselor will ensure the student signs, dates, and returns the signed scholarship agreement within the suspense date annotated on the formal agreement.

8. Ensure each student and their family have an opportunity to attend the Scholarship Reception for scholarship recipients.

# c. Mutual Understanding

- 1. Nondiscrimination. Participation of qualified students in the program will be permitted in compliance with the applicable federal, state, and local nondiscrimination laws and regulations. In particular, PVAMU and Mansfield ISD will not discriminate based on race, color, national origin, religion, gender, age, sexual orientation, marital status, disability, military discharge, or veteran status in any area of employment or services to their students.
- 2. Accreditation. Both institutions will maintain their accreditation with regional/state accrediting associations.
- 3. Cooperation. Each institution will attempt to encourage and maintain a high degree of cooperation between their support staff in the operation of this agreement.
- 4. Waiver of Terms and Provisions. Any waiver by either party of any term or provision of this agreement at any time will not constitute a waiver of any other or all terms and provisions. Any waiver of any part of a provision of this agreement at any one time will not constitute a waiver for all times.
- 5. Family Education Rights and Privacy Act (FERPA) or TAMU System Information Classification Standard. Both parties will comply with the Family Education Rights and Privacy Act and handle, safeguard, and use MISD student educational records and TAMU Confidential Information (CI) — business-critical for the sole purpose of assisting the student applicants through the application and enrollment process. Using a student's CI for any other purpose is strictly prohibited.

#### **III.** Review, Amendment and Termination

- **a.** All parties are committed to the concept of a long-standing agreement. This agreement, including appendices, will be amended when programs are added, deleted, or significantly modified. Amendments may take the form of letters signed by the signatories below or their designated representatives. The agreement will be reviewed annually or at any time at the request of either party. Either party may terminate the agreement with a ninety-day notice. However, the termination will not be executed without a negotiated teach-out agreement for students currently enrolled.
- **b.** Any other modifications to this agreement may be made following ninety days' written notice from either institution. This agreement shall be in effect for five years. This agreement is eligible for renewal within ninety days before its expiration with the written approval of both parties. The full term of the agreement shall not exceed five (5) years. A written approval notice is required at least ninety days in advance if either institution should decide to terminate the agreement.

# IV. Miscellaneous Provisions

- **a.** Assignment. With the rights and privileges it creates, this agreement is assignable only with the written consent of both parties.
- **b.** Force Majeure. Each party shall be excused from any breach of this agreement proximately caused by government regulation, war, strike, an act of God, or other similar circumstance usually deemed outside the control of well-managed businesses.
- **c.** Governing Law. This agreement is construed under the laws of Texas. The venue is in Waller County, Texas.
- **d.** Headings. Headings appear solely for convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.

- **e.** Severability. If any provision or provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- **f.** Notice. Any notices required by this agreement shall be delivered to the following address:
  - PVAMU: Prairie View A&M University
    P.O. Box 519; MS 1025
    Prairie View, Texas 77446
    Attention: Dr. Sarina Willis, Vice President for Enrollment Management and Student Success
  - MISD: Mansfield Independent School District 605 E Broad St Mansfield, TX 76063 Attention: Dr. Kimberley Cantu, Superintendent
- **g.** Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 shall be used by PVAMU and MISD to attempt to resolve any claim for breach of contract made by MISD that cannot be resolved in the ordinary course of business. MISD shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Business Affairs at PVAMU, who shall examine MISD's claim and any counterclaim and negotiate with MISD to resolve the claim.

# Mansfield Independent School District:

Prairie View A&M University:

Dr. Kimberley Cantu, Superintendent

Date

Dr. Sarina Willis, Vice President for Enrollment Management and Student Success

Date

Dr. Aashir Nasim, Provost and Senior Vice President for Academic Affairs

Date