

**MEMORANDUM OF UNDERSTANDING
BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
AND TEXAS TECH UNIVERSITY
REGARDING ASSURED ADMISSIONS PARTNERSHIP PROGRAM**

This Memorandum of Understanding (MOU) is between Texas Tech University (TTU), a member of the Texas Tech University System and an agency of the State of Texas, and the Ector County Independent School District (ECISD), with its primary offices located in Odessa, Texas.

The partnership between ECISD and TTU furthers the educational mission of each institution. ECISD benefits by ensuring higher educational opportunities for its college-bound students following high school graduation with TTU, and TTU benefits from the targeted and intentional promotion of its educational opportunities to the college-bound students of ECISD.

ECISD and TTU desire to enter into a memorandum of understanding ensuring the Assured Admission of students graduating from Ector County ISD who have fulfilled TTU admission requirements. TTU and ECISD enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality institutions of learning. The parties therefore agree as follows:

I. ASSURED ADMISSION ELIGIBILITY CRITERIA

TTU shall grant assured admission acceptance to all students who graduate from Ector County ISD who meet the following criteria:

1. Student meets the following criteria:



Class Rank	Test Scores*	
	ACT	SAT
Top 10%	No minimum	No Minimum
First Quarter (excluding top 10%)	24	1180
Second Quarter	26	1240
Third Quarter	27	1280
Fourth Quarter	Application Review	

2. Students have applied to TTU through ApplyTexas.org or Commonapp.org.
3. Students have a final high school transcript submitted to TTU before the first day of enrollment.

II. INSTITUTIONAL RESPONSIBILITIES

1. TTU shall waive any requirement that students must submit scores from the ACT (American College Test) or SAT (Scholastic Aptitude Test) to be considered for admission. Those students will be holistically reviewed for admission to TTU. ECISD acknowledges that students should be aware that not submitting test scores may compromise their scholarship opportunities.
2. TTU shall waive the admissions application fee for all ECISD students who meet the fee waiver requirements for TTU.
3. TTU shall contact ECISD counselors to notify them of scholarship opportunities available to ECISD high school graduates as such opportunities become available.
4. TTU shall provide intentional support to ECISD students in the form of workshops on application submission, and financial aid (FAFSA). Other activities are subject to further discussion by the parties and the availability of necessary resources.
5. ECISD will provide the final high school transcript and vaccination records for any student eligible for this Assured Admissions program to complete their required documents.



6. ECISD shall generally promote the availability of the opportunity described in Section I to all of its students, parents, and community stakeholders, and shall specifically inform each qualifying graduate of the opportunity for assured admission to TTU upon submission of an application.
7. ECISD will extend invitations to TTU for any scheduled College Night, recruiting event, and athletic signing day events so that TTU can be in attendance to promote this partnership and the partnership between TTU and Odessa College.
8. ECISD will provide TTU with the junior and senior rosters with the information as outlined in the Data Sharing Agreement, to include student name, email address, mailing address, phone number, grade, and intended area of study (if known), collectively the "Directory Information".

III. GENERAL STATEMENTS

1. Each provision of this MOU is severable. Suppose any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction. In that case, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
2. This MOU is the complete, final, and exclusive statement of the parties as to its subject matter and supersedes any previous agreements or understandings between the parties as to that subject matter. This MOU may be amended, modified, or supplemented only by a written agreement signed by both parties. Any waiver of the terms and conditions of this MOU must be in writing and signed by the party granting such a waiver and will not waive any other failure to perform.
3. Any notices required or permitted under this Agreement will be deemed given (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 courier, or (c) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below the signature or such other address as the intended recipient may specify in writing. A copy of all notices to TTU under this MOU shall be sent to contracting@ttu.edu.
4. As used in this MOU, the term "partnership" (including all its derivatives) is used solely with the meaning of "collaboration" and is not intended to create any rights or obligations (other than those contractual obligations expressly provided in this agreement) under the laws of partnership of any jurisdiction. The parties intend to be independent contractors, and neither party may bind the other or otherwise act in any way as the representative of the other unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
5. This Agreement is not a commitment of funds and does not create any fiscal obligation on the part of either party. Each party will bear its own costs, risks, and liabilities arising out of its obligations and efforts under this Agreement during the period it is in effect. No party shall have any right for reimbursement, payment, or compensation of any kind for work performed under this Agreement.



6. Throughout the term of this Agreement, and upon termination, each party shall be solely responsible for data in its possession, and neither party shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this Agreement. The parties agree to abide by applicable laws with respect to access, use, disclosure, and/or disposal of data.
7. This MOU is in effect at the time of execution and may be renewed annually upon mutual written agreement of the parties, unless terminated by either party with 60 days written notice to the other party.
8. This MOU shall be governed by the laws of the State of Texas.
9. If given access to the personally identifiable information about any student during performance of this MOU, the parties agree to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in The Family Educational Rights and Privacy Act (“FERPA”) 34 CFR, §99.3.

AUTHORIZED SIGNATURES:

For Texas Tech University:  _____
Jennifer Adling (Apr 7, 2026 14:55:29 CDT)

Name: Jennifer Adling
Title: Assistant Vice President and Chief Procurement Officer
Date: 04/07/2026

For Ector County Independent School District:

Name: Dr. Keeley Boyer
Title: Superintendent
Date: _____



ADDENDUM 1: DATA SHARING AGREEMENT

This Data Sharing Agreement is made between Texas Tech University (“Provider”) and the Ector County Independent School District (“District”). The District and Provider will be referred to individually as a “Party” and collectively referred to as the “Parties”.

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the Provider's services. Data also includes all personally identifiable information in education records, directory data, and other non- public information. Student data specifically includes any information pertaining to students enrolled in the District and former students, in any format, maintained by the District, and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”). A specific list of data to be shared is provided in the Appendix.
- B. The District owns and retains rights, title and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title or ownership to or in Data.
- C. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used, or disclosed by Provider for any purpose not related to providing services to the District. As outlined in more detail below, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.
- D. “Directory Information”. The District has designated the following categories of information as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent



educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

2. **PURPOSE, SCOPE, AND DURATION.**

A. For Provider to provide services to the District, it may become necessary for the District to share certain Data related to the District's students, employees, business practices, and/or intellectual property.

B. The Parties acknowledge that the District is subject to FERPA, which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that the Provider is an institution of postsecondary education seeking student recruiting information.

C. For all District's students who have not opted out of sharing their Directory Information in accordance with District policy, the District shall share with the Provider the Directory Information of secondary school students enrolled in the District at the time of production. The District shall, at a minimum, provide access to secondary school students' names, addresses, and telephone listings.

D. The Parties expect and anticipate that the Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Agreement and MOU. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.

E. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of providing services to the District.



F. At the conclusion of this Agreement, Provider agrees to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data within five business days of the conclusion of this Agreement, unless otherwise agreed by the Parties in writing or as otherwise governed by Provider's records retention policy/policies and/or by applicable law as required for a public institution of higher education.

3. DATA COLLECTION.

A. Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement and the MOU.

4. DATA USE.

A. Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for the improving of services under this Agreement and the MOU.

5. DATA DE-IDENTIFICATION.

A. Provider may use only de-identified Data for product development, research, or other purposes beyond the services provided under the MOU. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification.

6. MARKETING AND ADVERTISING

A. Provider may use personally identifiable student information for advertising, marketing or promoting its Assured Admissions program to the District's secondary



students and their families, strictly in accordance with the Memorandum of Understanding Regarding the Assured Admission entered between the Parties.

7. DATA MINING.

- A. Provider is prohibited from mining Data for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

8. DATA SHARING.

- A. In the event any person(s) seeks to access any Data beyond the access that is provided to Provider's employees for purposes of providing services to the District under this Agreement or beyond the access that is granted by the District under the MOU, Provider will promptly inform the District of such request in writing unless expressly prohibited by applicable law or judicial order. To the extent permitted by applicable law, the District will respond to all requests for Data received by Provider. Provider will not respond in any way to such requests for Data unless required by applicable law, which may include but is not limited to the Texas Public Information Act. Provider shall only retrieve requested Data upon receipt of, and in accordance with, written directions by the District, and Provider shall only provide such Data with express written consent from the District or as otherwise required by applicable law.
- B. Should Provider receive a court order or lawfully issued subpoena or request legally compelling such a response, including but not limited to the Texas Public Information Act, seeking the release of such Data or information, Provider shall promptly provide notification in writing to the District of its receipt of such court order or lawfully issued



subpoena or other request and shall immediately promptly provide the District with a copy of such court or lawfully issued subpoena or other such request prior to releasing the requested Data or information.

9. DATA TRANSFER OR DESTRUCTION.

- A. Subject to applicable law and its record retention policy/policies requirements, Provider will use all reasonable efforts to ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Provider may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose, but in no event later than within five business days of the termination of this Agreement.

10. RIGHTS AND LICENSE IN AND TO DATA.

- A. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement and the Services Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement or the MOU. This includes the right to sell or trade Data.

11. ACCESS.

- A. Any Data held by Provider will be made available to the District promptly upon request by the District.

12. SECURITY CONTROLS.

- A. Provider will protect the data per the requirements of the Texas Administrative Code Chapter 202, Information Security Standards, that Provider must comply with (https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=202&interface=VIEW_TAC&part=10&title=1).

13. NOTIFICATION OF AMENDMENTS TO POLICIES.



- A. Provider shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to, and consent from, the District.
- B. Provider shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may, in its reasonable discretion, terminate the Agreement with Provider upon notification of amendment to such terms.

14. **NOTIFICATION OF DATA BREACH.**

- A. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall promptly notify the District and take prompt steps to limit and mitigate the damage of such security breach to the greatest extent reasonably possible.
- B. The Parties agree that any material breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with Provider or otherwise allow Provider access to any District Data for a period of not less than five (5) years.
- C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s) in which the District shares Data with Provider, this Agreement and such underlying agreement(s) may be terminated by the District if Provider fails to cure such



breach within thirty (30) days of receiving written notice from the District of such breach provided that it was directly caused by the Provider's actions or omissions (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.

15. INDEMNIFICATION.

Intentionally deleted

16. TERMINATION.

- A. The District may terminate this agreement at any time at its discretion upon written notification to Provider. If the District terminates the Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Agreement. Further and subject to applicable law and/or its records retention policy/policies, Provider shall certify to the District in writing within five (5) business days of the notice of termination to Provider that all copies of the Data stored in any manner by Provider have been returned to the District and permanent erasure or destruction. These industry best practices include, but are not limited to, taking all reasonable steps to ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high-level formatting operations.

17. SEVERABILITY

- A. The provisions of this Agreement are severable. If a court of competent jurisdiction or other applicable law/statute/directive determines that or makes any portion of this Agreement is invalid or unenforceable, the court's ruling or such law/statute/directive will not affect the validity or enforceability of the other provisions of this Agreement.

18. ENTIRE AGREEMENT.


- A. This document states the entire agreement between Provider and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representation, statements, negotiations, or agreements.



19. GOVERNING LAW.

A. This Agreement is governed by the laws of the State of Texas.

Texas Tech University



Jennifer Adling (Apr 7, 2026 14:55:29 CDT)

Signature of Authorized Representative

Jennifer Adling

Printed Name

Assistant Vice President and Chief Procurement Officer

Position

04/07/2026

Date

Ector County Independent School District

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Dr. Keeley Boyer

Position

Superintendent

Date



DATA SHARING AGREEMENT

APPENDIX

EXHIBIT "A"

DESCRIPTION OF SERVICES FROM PROVIDER:

The Texas Tech University Admissions Office will review the student data provided by Ector County Independent School District to make informed admissions decisions. This data will facilitate a streamlined process for granting university enrollment opportunities to qualified students, thereby supporting their post-secondary educational aspirations.

EXHIBIT “B”

SCHEDULE OF DATA

Instructions: Provider should identify if District data is collected to provide the described services. If District data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

We do not collect District Data to provide the described services.

We do collect District Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
	Date of Birth	<input type="checkbox"/>

Demographics	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>

Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input checked="" type="checkbox"/>
	Other transcript data -Please specify:	<input checked="" type="checkbox"/>



Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected through the services defined in Exhibit A. If the additional data being requested will not fit in the box below, please add additional pages to the end of this document as appendices as needed.	<input type="checkbox"/>

The Texas Tech University Admissions Office will review the student data provided by Ector County Independent School District to make informed admissions decisions. This data will facilitate a streamlined process for granting university enrollment opportunities to qualified students, thereby supporting their post-secondary educational aspirations.