

**MEMORANDUM OF UNDERSTANDING
BETWEEN ECTOR COUNTY ISD
AND TARLETON STATE UNIVERSITY
REGARDING THE DISTINGUISHED HIGH SCHOOL PARTNERSHIP PROGRAM**

This Memorandum of Understanding (“MOU”) is between Tarleton State University (“TARLETON”), a member of The Texas A&M University System and an agency of the state of Texas, and Ector County ISD (“ECISD”), with its primary offices located in Odessa, Texas.

ECISD is a public primary and secondary educational institution accredited by the Texas Education Agency to certify completion of all educational requirements through high school graduation, and TARLETON is a public university and a member of The Texas A&M University System accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associates, baccalaureate, masters and doctoral degrees.

The continued and ongoing partnership between ECISD and TARLETON furthers the educational mission of each institution. ECISD derives a benefit for its high achieving students by ensuring higher educational opportunities at TARLETON following high school graduation from ECISD, and TARLETON derives a benefit from the targeted and intentional promotion of its educational opportunities to the high achieving students of ECISD.

ECISD and TARLETON desire to enter into a memorandum of understanding regarding the automatic acceptance of students graduating within the top 50% of their respective classes from ECISD.

The parties therefore agree as follows:

1. TARLETON shall grant automatic admission to all ECISD students who graduate within the top 50% of their respective classes from ECISD, and shall waive the requirement that such students submit scores from the ACT (American College Test) or SAT (Scholastic Aptitude Test) to be considered for admission. ECISD acknowledges students should be aware not submitting test scores may compromise their consideration for scholarships.
2. TARLETON shall waive the admissions application fee for all ECISD students who meet Tarleton’s criteria to receive an application fee waiver.
3. ECISD graduates who qualify for Tarleton’s Guaranteed Scholarship Program (GSP) and attend TARLETON will receive an award guarantee \$1,000 above the GSP level for which they qualify if the student is ranked in the top 10% of their graduating class, or \$500 above the GSP level for which they qualify if the student is ranked in the top 50% (but not top 10%) of their graduating class. GSP eligibility criteria and award levels can be found on the university website at:
<http://www.tarleton.edu/becomeatexan/guaranteedscholarship>.
TARLETON shall contact ECISD counselors to notify them of scholarship opportunities available to ECISD graduates as such opportunities come available.

4. TARLETON shall provide ongoing support at ECISD, such as financial aid, admissions, and degree counseling; work study mentorships; peer mentoring; etc. Specific activities are subject to further discussion by the parties and the availability of necessary resources.
5. Tarleton shall permit ECISD graduates admitted to Tarleton under the terms of this agreement and who complete an Associate of Arts (AA), Associate of Science (AS) or Associate of Applied Science (AAS) degree while attending ECISD to enroll in approved Tarleton degree programs offered at the associated Tarleton campus(es) (Stephenville, Fort Worth, Online, Waco, or RELLIS-Bryan), subject to compliance with university policies for online course enrollment. For those students having completed an AAS degree, Tarleton will expedite processing to apply up to 36 hours (depending upon the desired/approved Tarleton degree program) of technical/vocational credits earned through completion of the AAS degree, toward the desired and approved Tarleton degree program.
6. ECISD shall generally promote the availability of the opportunity described in section 1 to all of its students, parents, and community stakeholders, and shall specifically inform each qualifying graduate of the opportunity for automatic admission to TARLETON upon submission of application.
7. 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 of the transactions it contemplates. Venue for any claim arising out of or relating to this MOU and all of the transactions it contemplates is as provided under Texas law.
8. 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.
9. 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 signed by the party granting such waiver and will not waive any other failure to perform.
10. 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 carrier, or (c) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

Ector County ISD: Dr. Scott Muri
Ector County ISD
802 N. Sam Houston
Odessa, TX 79761

TARLETON: Vice President for Enrollment Management
Tarleton State University
Box T-0430
Stephenville, TX 76402

11. 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.
12. This MOU is in effect for the Ector County ISD 2023-24 school year, and will renew automatically for up to four successive annual terms unless terminated by either party with written notice to the other no later than June 30 of each year.

The parties have executed this MOU on the dates indicated below.

ECTOR COUNTY ISD

TARLETON STATE UNIVERSITY

Dr. Scott Muri, Superintendent

Dr. James Hurley, President

Date: _____

Date: _____