

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MIDWAY INDEPENDENT SCHOOL DISTRICT  
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 the Midway Independent School District (“MISD”), with its primary offices located in Midway, Texas.

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

MISD and TARLETON desire to enter into a memorandum of understanding regarding the automatic acceptance of students graduating within the top 25% of their respective classes from Midway ISD.

The parties therefore agree as follows:

1. TARLETON shall grant automatic admission to all MISD students who graduate within the top 25% of their respective classes from Midway ISD, 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. MISD acknowledges that students should be aware that not submitting test scores may compromise their consideration for scholarships.
2. TARLETON shall waive the admissions application fee for all MISD students who meet Tarleton’s criteria to receive an application fee waiver.
3. Midway ISD graduates who qualify for Tarleton’s Guaranteed Award Program (GAP) and attend TARLETON will receive an award guarantee \$1,000 above the GAP level for which they qualify if the student is ranked in the top 10% of their graduating class, or \$500 above the GAP for which they qualify if the student is ranked in the top 25% (but not top 10%) of their graduating class. GAP eligibility criteria and award levels can be found on the university website at <http://www.tarletonstate.us/gap>. TARLETON shall contact MISD counselors to notify them of scholarship opportunities available to Midway ISD graduates as such opportunities come available.

4. TARLETON shall provide ongoing support at Midway ISD, 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. MISD 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.
6. 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.
7. 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.
8. 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.
9. 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, 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:

MISD: Superintendent  
Midway ISD  
13885 Woodway Drive  
Woodway, TX 76712

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

10. 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.

11. This MOU is in effect for the MISD 2020-21 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.

**MIDWAY INDEPENDENT  
SCHOOL DISTRICT**

**TARLETON STATE UNIVERSITY**

George Kazanas  
Dr. George Kazanas, President  
Board of Trustees

James Hurley  
Dr. James Hurley, President

Date: 05-19-2020

Date: 5.26.2020

