

MEMORANDUM OF UNDERSTANDING
by and between
Greenville ISD
and
TEXAS A&M UNIVERSITY-COMMERCE

This Memorandum of Understanding (“MOU”) is entered into by and between Greenville ISD, hereinafter referred to as OTHER PARTY or “the District”, and TEXAS A&M UNIVERSITY-COMMERCE, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter referred to as “A&M-Commerce” or “the University”.

WHEREAS, A&M-Commerce hereby agrees to establish the Greenville ISD MOU, designed to increase the number of graduating students who are members of Greenville ISD to pursue undergraduate and graduate degrees, respectively, at A&M-Commerce. The purpose of this MOU is to provide financial support to eligible Greenville ISD members and the eligible graduating high school students of Greenville ISD. This MOU includes the following programs: The President’s Promise, the Rising Lion Program, the Teacher of the Year Grant, the Quick Start Grant, and the Forever a Lion Program.

WHEREAS, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this educational process;

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

Article I. Overview and Purpose

Undergraduate Assistance and Support

The President’s Promise:

Students enrolling in A&M-Commerce directly after graduating from high school (including students completing an associate degree in high school) or students transferring with an earned associate’s degree, are eligible for the President’s Promise, a last-dollar tuition scholarship to cover the remaining balance of any tuition for 15 credit hours each semester for up to four academic years for first year students and for up to 2 academic years for transfer students (summer terms and non-A&M-Commerce enrolled hours are not included) NOT covered by other grants, scholarships, exemptions, benefits and/or waiver programs received by the student; provided the student applicant meets the criteria listed in items 1 through 6 listed in the First-Year Student President’s Promise Criteria and the Transfer Student President’s Promise Criteria sections of this MOU. A&M-Commerce will also provide students in this program guidance from A&M-Commerce advisors, mentors, faculty and staff whose work is dedicated to student success.

Rising Lion Program:

Greenville ISD student graduates have the opportunity to participate in the Rising Lion program. The Rising Lion Program is a structured academic experience that allows incoming freshmen the opportunity to begin their semester of entry to A&M-Commerce during the summer semester. Students in the Rising Lion Program are required to live on campus, work with their success team to schedule courses, participate in co-curricular experiences, and engage with their assigned mentor as they acclimate and adjust to the college campus environment prior to the regular fall semester.

Graduate Assistance and Support:**The Quick Start Grant Program:**

The Quick Start grant will allow employees of Greenville ISD to attend A&M-Commerce to pursue graduate degrees through the Quick Start grant program. A&M-Commerce will provide a continuous \$250 or \$500 per semester grant, based on credit hours, and to those who meet the criteria listed in the Graduate Criteria section of this MOU.

The Teacher of the Year Grant Program:

The Teacher of the Year Grant will also allow employees of Greenville ISD to attend A&M-Commerce to pursue graduate degrees through the Teacher of the Year grant program. A&M-Commerce will provide a continuous \$250 or \$750 per semester grant, based on credit hours, and to those who meet the criteria listed in the Graduate Criteria section of this MOU. This is only available to the district or campus teachers of the year who enroll and apply for the grant up to one year after being named teacher of the year.

First-Year Student President's Promise Criteria:

Applicants must be first-time new in college following high school graduation and must submit official high school transcripts for admission consideration.

To be eligible for the President's Promise, a first year student must:

1. Apply to A&M-Commerce through ApplyTexas and be officially admitted, as well as pursuing their first baccalaureate degree.
2. Be a Texas resident, admitted to A&M-Commerce, be eligible to receive a federal Pell grant and have a family Adjusted Gross Income (AGI) of \$50,000 or less.
3. Enroll for a minimum of 15 hours for each fall and spring semester.
4. Be classified as first-time, full-time degree-seeking students and enrolled immediately following high school graduation in either summer or fall semester.
5. Maintain a 2.0 or greater A&M-Commerce institutional Grade Point Average (GPA) for continuation of eligibility of The President's Promise.
6. Submit the Federal Student Aid (FAFSA) and complete all required verification steps and/or submit the Texas Application for State Financial Aid (TASFA) by the priority deadline of January 15th (final deadline is March 6th).

First Year Rising Lion Program Criteria:

- Be officially admitted to A&M–Commerce as a first-time, full-time and degree seeking freshman student.

Transfer Student President’s Promise Criteria:

Applicants must have earned a minimum of 45 transferable college credit hours from a two-year institution or have completed an associate degree from a two-year institution having earned a minimum 2.00 college institutional Grade Point Average (GPA).

To be eligible for the President’s Promise, a transfer student must:

1. Apply to transfer to A&M-Commerce through ApplyTexas and be officially admitted, as well as pursuing a first baccalaureate degree.
2. Be a Texas resident, admitted as a transfer student to A&M-Commerce, be eligible to receive a federal Pell grant and have a family Adjusted Gross Income (AGI) of \$50,000 or less.
3. Enroll for a minimum of 15 hours for each fall and spring semester.
4. Be classified as first-time, full-time degree-seeking students and enrolled after receiving an associate degree.
5. Maintain a minimum 2.0 A&M-Commerce institutional Grade Point Average (GPA) for continuation of eligibility of The President’s Promise.
6. Submit the Federal Student Aid (FAFSA) and complete all required verification steps and/or submit the Texas Application for State Financial Aid (TASFA) by the priority deadline of January 15th (final deadline is March 6th).

Graduate Criteria:

The Quick Start Grant and the Teacher of the Year Grant are directed toward employees of Greenville ISD.

1. Student must be a current employee of Greenville ISD. The Greenville ISD employee must be verified and recommended by the Superintendent or designee.
2. New students enrolled in 6 or more graduate hours are eligible to receive a \$500 grant per semester; students enrolled in 3 to 5 graduate hours are eligible to receive a \$250 grant per semester. This grant also includes summers.
3. Student must be officially admitted to an A&M-Commerce graduate program as a new or first-time student and pursuing a master’s or doctoral degree.
4. Students enrolled under the Quick Start grant must earn and maintain a 3.0 or greater institutional GPA in the semester of the initial grant.
5. Grant funding must be used to reduce tuition and fees at A&M-Commerce in the semester the grant is awarded.

Forever a Lion Program:

Under the terms of the program, all GISD juniors who are on track to graduate or GISD seniors who graduate in the top 50th percentile or any GISD student who has an ACT composite score of 21 or SAT ERW score of 1060 may receive admission to the University.

1.1 A&M-Commerce Responsibilities:

1. Collaborate with Greenville ISD in marketing and promoting the program to juniors and seniors of Greenville ISD.
2. Participate in college outreach programs hosted by Greenville ISD, as available.
3. Provide high impact programming and mentoring to students who are enrolled in the President's Promise and the Rising Lion Programs.
4. On an annual basis, provide an executive summary of program performance to the Greenville ISD Board of Trustees or superintendent.
5. Post the articulated Greenville ISD and A&M-Commerce MOU and agreements on A&M-Commerce's website.
6. Provide scholarship and financial aid information to Greenville ISD students who enroll at A&M-Commerce.

1.2 OTHER PARTY Responsibilities:

1. Collaborate with A&M-Commerce to market and promote the program to Greenville ISD juniors and seniors.
2. Continuously and positively promote the President's Promise and Rising Lion Programs through Greenville ISD selected channels.
3. Aggressively promote the Quick Start grant to Greenville ISD.
4. To the extent permitted under Texas and Federal Law, provide A&M-Commerce with information necessary to engage prospective applicants who may meet eligibility criteria for the President's Promise, the Rising Lion program and the Quick Start grant.
5. Post the articulated A&M-Commerce and the Greenville ISD MOU and agreements on the website.
6. Share relevant sources of information related to all of A&M-Commerce's academic requirements, policies, procedures, tuition and fees to the President's Promise students who are enrolled at A&M-Commerce through the President's Promise, Rising Lion program and the Quick Start grant. Students will be notified that these are subject to change; A&M-Commerce cannot guarantee this program in perpetuity, and future offerings cannot be guaranteed beyond the terms of this MOU.

1.3 A&M-Commerce and OTHER PARTY Joint Responsibilities:

Notice of Claims. The University shall notify Greenville ISD of any claim arising from this Agreement within a reasonable time of the University's receiving notice of any such claim. If Greenville ISD is notified of any claim arising from this Agreement, Greenville ISD shall notify the University of within a reasonable time of the District's receiving notice of any such claim. No settlement of any claim arising from this Agreement shall be made without prior written

approval from Greenville ISD and the University. All settlement negotiations shall be in consultation with the Office of the Attorney General.

Article II. Duration of the MOU:

2.1. Term. This MOU will become effective upon the date of its signing and shall have a term of five years unless terminated by either party. This MOU may be extended by mutual written consent of the parties.

2.2. Termination of the MOU. This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party (30) days in advance.

Article III. Modification

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

Article IV. Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing

Article V. Notices

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. A&M-Commerce and OTHER PARTY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M-Commerce: Mr. Travis Ball, M.Sc., CTPM
Chief Procurement Officer
Texas A&M University-Commerce
P.O. Box 3011
Commerce, TX 75429-3011

OTHER PARTY: _____

Attention: _____
Phone: () _____
Fax: () _____
E-mail: _____

Article V. Other

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County, Texas.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the OTHER PARTY under the MOU. If the OTHER PARTY's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the OTHER PARTY shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the MOU for receipt of notices. Compliance by the OTHER PARTY with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

OTHER PARTY expressly acknowledges that A&M-Commerce is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law.

A&M-Commerce expressly acknowledges that OTHER PARTY is a public school district in the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by OTHER PARTY of its right to claim such exemptions, privileges, and immunities as may be provided by law.

By executing and/or accepting this MOU, OTHER PARTY and each person signing on behalf of OTHER PARTY certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (“TAMUS”) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M-Commerce or TAMUS, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.

The OTHER PARTY acknowledges that A&M-Commerce is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon A&M-Commerce’s written request, the OTHER PARTY will promptly provide specified contracting information exchanged or created under this MOU for or on behalf of A&M-Commerce. The OTHER PARTY acknowledges that A&M-Commerce may be required to post a copy of the fully executed MOU on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the OTHER PARTY agrees that the agreement can be terminated if the OTHER PARTY knowingly or intentionally fails to comply with a requirement of that subchapter.

A&M-Commerce acknowledges that OTHER PARTY is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon OTHER PARTY’s written request, A&M-Commerce will promptly provide specified contracting information exchanged or created under this MOU for or on behalf of OTHER PARTY.

To the extent that Texas Government Code, Chapter 2271 applies to this MOU, OTHER PARTY certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MOU. OTHER PARTY acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, OTHER PARTY certifies OTHER PARTY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. OTHER PARTY acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.0061, Government Code, the OTHER PARTY certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

The OTHER PARTY is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement.

OTHER PARTY will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MOU for the duration of the MOU and for seven years after the conclusion of the MOU.

The undersigned parties bind themselves to the faithful performance of this MOU:

Greenville ISD

Texas A&M University-Commerce

Dr. Demetrus Liggins
Superintendent

Dr. Mark Rudin
President

Date: _____

Date: _____