

ADDENDUM NO. 1

Dated February 28, 2023

Subject: Tarleton Today Pricing for 23-24 Academic Year

This addendum is considered part of the Memorandum of Understanding between Tarleton State University and Evant Independent School District, and modifies Section 2. Fees and Payments in the following ways:

- Fees for low income (NSLP eligible) students will be covered by Tarleton State University (\$199 value per course)
- Fees for Professional Learning Development to the districts will be Covered by Tarleton State University (\$1050 value per teacher)
- Participating high school teachers will receive a \$500 stipend from Tarleton State University, paid in two equal payments at the end of each semester (December and May).

These benefits are available to district partners offering Tarleton Today for the 2023-24 academic year, and may be continued in future academic years if funding is available. To be eligible for these modified fees, districts must complete and return a signed MOU with Tarleton State University by May 5, 2023 for the 2023-24 academic year.

**Memorandum of Understanding
Between
Tarleton State University
and
Evant Independent School District**

FOR THE 2023-2024 TARLETON TODAY PROGRAM

This Memorandum of Understanding (MOU) with an Effective Date of February 1, 2023, is entered by Evant Independent School District (EISD) and TARLETON STATE UNIVERSITY, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter referred to as "Tarleton".

Contracting Parties:

Receiving Party (EISD)
Evant Independent School District
P.O. Box 339
Evant, TX 76525

Performing Party Tarleton State University
1333 W. Washington St.
Stephenville, TX 76402

WHEREAS, Tarleton and EISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from Tarleton and their EISD high school(s).

WHEREAS, eligible students will be able to participate in a dual enrollment, distance education program called Tarleton Today.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Nature of Tarleton Today

Tarleton and EISD enter into this Agreement to implement Tarleton Today by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. Tarleton Today offers high school students the opportunity to earn high school credits from EISD and college credits from Tarleton through a distance education course.

EISD and Tarleton will share the responsibility to implement the Tarleton Today program. By entering into this Agreement for the delivery of distance college courses, EISD becomes an active participant in ensuring the effectiveness and quality of the implementation of Tarleton Today at EISD.

2. Fees and Payments

Enrollment Fees:

If joining the Tarleton Today program on or after the Effective Date, the cost of the Tarleton Today course materials, technical support and course implementation support outlined in this Agreement for EISD will be defined on a per-student, per-course basis. Program costs will be evaluated annually.

EISD is paying a subsidized rate. Subject to available funding, during the 2023-2024 school year, the fee of \$249 (or \$199 for students identified free and reduced lunch), per student and per course is subsidized to \$149 (or \$99 for students identified free and reduced lunch). The subsidy is being covered by Tarleton Today. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

The Tarleton Today fee is assessed for each student registered in each Tarleton Today course on the designated course census date. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student is not eligible to earn college credit in the course.

Professional Learning Development (PLD) Fee:

The cost of Tarleton Today professional development will be assessed on a per-teacher basis at a rate of \$1050 for teachers implementing a course for the first year or after an absence of more than one year and \$850 for teachers implementing the same course for two or more consecutive years. This fee covers professional learning and development requirements during the entire term of this agreement, including summer professional development courses, virtual learning modules, and coaching sessions from Tarleton. If EISD or the EISD high school teacher joins after the conclusion of summer professional development, the total fee is still required based upon the status of the teacher at student census.

Any professional development fees do not include lodging, transportation, or teacher substitute cost.

EISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to Tarleton State University. Payments should be mailed and/or delivered to:

Tarleton State University
Tarleton Today
1333 W. Washington St.
Stephenville, TX 76402

3. Scope of Work and Responsibilities

Responsibilities to implement Tarleton Today distance college courses will be shared by EISD and Tarleton Today. EISD is an active participant in ensuring the effectiveness and quality of Tarleton Today implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

Responsibilities of Tarleton Today

Enrollment and Records

- A. Register high school students for Tarleton Today courses (as listed in Exhibit A fully incorporated by this reference) through the Tarleton Today student information system (Tarleton Today Hub).
- B. Maintain, as part of routine educational effectiveness evaluation at Tarleton, Tarleton Today student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to Tarleton and EISD. Tarleton Today engages in additional data sharing with Tarleton departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades on Tarleton transcripts for students who are eligible for and accept college credit for the distance college course.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

Curriculum and Instruction

- E. Provide Tarleton faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses.
- F. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).
- G. Administer Tarleton Today distance college courses via a dual enrollment model. Tarleton faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by Tarleton Department Chairs and supported by Deans. All Tarleton Today students register for semester- or year-long courses. The college enrollment process differs between the two course types.
 - a. Semester-long and year-long course college enrollment information
 - i. Students must complete a series of required assignments and summative assessments as published in the college syllabus that are designed, designated, and evaluated by Tarleton faculty and college Instructors of Record to earn college credit.
 - ii. Students in year-long courses must earn a passing grade (D or above) on the designated portion of the course determined by the Tarleton Instructor of Record to be eligible to earn college credit in the Tarleton Today distance college course.

- iii. Students who earn a passing grade (D or above) in the college course may accept or decline their college credit.
 - iv. Students who accept college credit will have an official Tarleton transcript showing the letter grade earned in the course.
 - b. Additional year-long course college enrollment information
 - i. A student who does not earn a passing grade (D or above) may be determined to be eligible if the student meets the Texas Success Initiative (TSI) exemption criteria for that course. Grade-based eligibility criteria and TSI exemption criteria are detailed in each college course syllabus for which TSI exemption may be used.
 - ii. Eligible student enrollments are recorded with Tarleton in alignment with Tarleton Today and Tarleton processes.
- H. Provide technology and support services necessary for teaching and learning in Tarleton Today courses and program implementation:
 - a. Maintain servers operated by or hosted on Tarleton Today's web-based Canvas LMS.
 - b. Provide access and training on the Canvas LMS for every Tarleton Today student to access course content and instructional experiences.
 - c. Provide online and phone-based technical support for Tarleton Today teachers, students, and Tarleton faculty using the curriculum when that support is not provided through Canvas LMS.
 - d. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
 - e. Provide a student orientation module in Canvas LMS for all Tarleton Today courses that details program enrollment, student academic integrity, and FERPA rights.
 - f. Provide information in the Tarleton Today Hub or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
 - g. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in Tarleton Today.

Professional Development and Support

- I. Deliver professional learning to participating EISD teachers who teach the Tarleton Today course.
 - a. Summer professional development for participating EISD teachers will be delivered by Tarleton Today using distance education and virtual learning technologies, or in-person trainings on the Tarleton Stephenville campus. Summer professional development is required for all Tarleton Today high school teachers.
 - b. Academic year Professional Learning: One-day Professional Learning for new and returning participating EISD teachers will be held at Tarleton or designated regional sites, or delivered virtually during the fall and spring semesters, at Tarleton's sole discretion. EISD teachers are **required** to participate in and

- fully complete the one-day workshop during each semester in which the teacher delivers a Tarleton Today course, regardless of whether the course will be offered in the subsequent year.
- c. Participating EISD teachers will be credited with continuing professional education hours for the hours of documented attendance.
 - J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to EISD and its administration.
 - K. Deliver in-person or virtual presentations and/or workshops to EISD staff and community members regarding the Tarleton Today program overview, implementation, and strategies for success.
 - L. Tarleton Today will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
 - M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
 - N. Provide virtual coaching to each Tarleton Today high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to Tarleton faculty and academic staff, as well as EISD high school teachers and administrators. To ensure Tarleton Today is implemented and facilitated with quality and fidelity, Tarleton Today staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of Tarleton Today implementation, based on communication with the Tarleton Today EISD high school teacher(s) and classroom observations.
 - a. Tarleton Today staff will alert EISD administration of any serious concerns regarding EISD or campus implementation of the Tarleton Today course pertaining to quality and fidelity. If EISD implementation of the Tarleton Today course is deemed unsatisfactory, Tarleton Today reserves the right to deny the opportunity to offer the Tarleton Today course in the future or to require a replacement high school teacher.
 - b. A EISD high school teacher deemed by Tarleton Today to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with Tarleton Today expectations and be provided coaching and support as available through the course staff, Tarleton Today Professional Learning, virtual coaching, and ongoing communication. Should the high school teacher's implementation of Tarleton Today continue to be unsatisfactory or without improvement in Tarleton Today's sole discretion, Tarleton Today will notify EISD, who will use its best efforts to identify an alternate high school teacher, and EISD will work with Tarleton Today to continue implementation of the course with the alternate high school teacher. Tarleton Today reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
 - c. Should Tarleton Today deem a Tarleton Today EISD high school teacher as not compatible with or not in the best interest of the program in Tarleton Today's

sole discretion, Tarleton Today will notify EISD who will work with Tarleton Today to continue the course through an alternate teacher.

- d. Any person performing Services under this Agreement on behalf of Tarleton Today must be actively employed or eligible for employment by Tarleton and may not be on administrative or medical leave. Tarleton must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If Tarleton becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of the Tarleton Today program must inform the EISD district contact.

Extended Student Absences [subject to EISD policies]

- P. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the EISD point of contact, campus principal and/or the high school teacher of the campus must notify the Tarleton Today Program Coordinator. Information needs to include the length of the placement to determine if the student will continue in the enrolled Tarleton Today course. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
 - a. The administrator, Tarleton Today EISD high school teacher, and Tarleton Today course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the Tarleton Today course.
 - i. If this occurs prior to the identified course census date, then the EISD will not be invoiced for this student.
 - ii. If the student is enrolled in a year-long Tarleton Today course, the student will be dropped from the Tarleton Today course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule.
- Q. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the EISD point of contact, campus principal and/or the high school instructor must notify the Tarleton Today Program Coordinator immediately to determine if eligibility for enrollment may continue, which decision will be made on Tarleton Today in its sole discretion.

4. Responsibilities of EISD [subject to EISD policies and applicable law]

- A. Implement one or more Tarleton Today courses.
 - a. Assign a(n) EISD contact responsible for overseeing implementation of Tarleton Today high school course(s) and participating in meetings designated for EISD administration with Tarleton Today staff.
 - i. This EISD contact will provide up-to-date contact information for EISD and its campus administration. In the event there is a change in administration at EISD or at its campuses, the EISD contact will update the Tarleton Today Hub.

- b. Assign 1-2 campus administrators to attend the Tarleton Today train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - c. Tarleton Today courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Neither Tarleton Today syllabi nor course content may be used for submission to satisfy the requirements for third party evaluation.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the Tarleton Today course(s), all consistent with EISD policies.
- a. Minimum requirements for all Tarleton Today EISD high school teachers include:
 - i. Bachelor's degree in the discipline or a related field.
 - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
 - iii. Completed annual Tarleton Today teacher application.
 - iv. Obtain a Tarleton UID in order to access Canvas LMS, the Tarleton Today Hub, and other systems required for implementation of the Tarleton Today program. Tarleton Today will provision the UID as high assurance and may suspend, terminate, or revoke access to its systems through the UID affiliation at Tarleton Today sole discretion. The UID affiliation with Tarleton Today will be revoked if this agreement is terminated or if a Tarleton Today EISD high school teacher can no longer complete the course.
 - v. Successful completion of required tasks before the start of summer professional development, including, but not limited to, completion of FERPA training module provided by Tarleton Today. Tasks will be determined and shared by the Tarleton Today professional learning and development staff in advance of summer professional development. EISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-professional development tasks may not be eligible to attend the summer professional development. The decision to admit or deny such teacher and any accompanying conditions will be determined by the Tarleton Faculty Lead and Program Coordinator at their discretion.
 - vi. Successful completion of summer professional development. New Tarleton Today EISD high school teachers must participate in the entire Summer professional development and complete all assigned work, both before and during the training.
 - vii. Attendance at and completion of all required virtual conferences or virtual learning modules, academic year trainings, and professional development assignments.
 - viii. Attendance at the Fall and Spring Professional Development
 - 1. EISD teachers are required to participate in and fully complete both academic year professional developments in which the teacher delivers a Tarleton Today course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring professional development

will provide up to eight hours of continuing professional education hours.

- ix. Review communication from Tarleton Today course staff in weekly newsletters and respond accordingly to routine requests.
- x. Adhere to guidelines regarding Tarleton Today course content intellectual property. EISD is responsible for informing teachers that they do not have a license to use any Tarleton Today provided materials outside of the scope of this agreement.
- xi. Deliver Tarleton Today instructional materials through the Tarleton Today instance of Canvas LMS.
- b. Additional requirements for Tarleton Today returning EISD teachers include:
 - i. Successful implementation of Tarleton Today course during the previous academic year according to requirements under section D below.
- C. Ensure Tarleton Today EISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
 - a. Access to the Tarleton Today Hub and Canvas LMS. Participating EISD campuses will work with the Tarleton Today support team to ensure their campus and students can fully access the Tarleton Today Hub and Canvas LMS.
 - b. Access to computer, internet, and allow lists, as specified by Tarleton Today, and adhere to requirements outlined in the most recent Tarleton Today Technology Manual.
 - c. Scheduled access to technology that meets the specifications defined by Tarleton Today for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
 - d. Graphing calculators for College Algebra and Precalculus.
 - e. Audio/visual projection and/or whiteboard.
 - f. Copy/scanning services to duplicate some course materials and distribute to students in the Tarleton Today course and upload assignments.
 - g. For Intro to Animal Science, students must have periodic access to at least two livestock species (cattle, horses, sheep, goats, pigs, and/or poultry).
- D. Ensure Tarleton Today EISD high school teachers implement the program with fidelity, including the following:
 - a. Tarleton Today instructors are expected to adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
 - b. Administer and facilitate Tarleton Today-required assignments and assessments without alteration through the Tarleton Today instance of Canvas LMS.
 - c. Have students create a TARLETON UID and register for Tarleton Today via the Tarleton Today Hub.
 - d. Use Canvas LMS to assign and grade high school work as specified by Tarleton Today course staff.
 - e. Participate in professional learning, including Summer professional development, one-day workshops, video conferences or virtual learning modules, virtual coaching, and ongoing opportunities during each semester in

which they teach the Tarleton Today course. To facilitate teacher participation in the one-day workshops, EISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.

- f. Maintain regular communication via email, phone, video web conferencing, etc. with Tarleton Today course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
- g. Notify Tarleton Today of EISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- E. Recruit and approve students to participate in the Tarleton Today courses.
- F. Ensure students enrolled in the Tarleton Today program meet the minimum academic requirements for each course as shown in Exhibit A.
- G. Ensure students complete the Tarleton Today registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- H. Any person performing Services under this Agreement on behalf of EISD must be actively employed or eligible for employment by EISD and may not be on administrative leave. EISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If EISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the Tarleton Today program, must inform Tarleton Today within 24 business hours.

5. Summer Professional Development Teacher Registration and Attendance

- A. EISD high school teachers are required to register for Summer Professional Development **two weeks prior** to the start of Summer Professional Development.
- B. New Tarleton Today EISD high school teachers must participate in the entire Summer Professional Development and complete all assigned work, both pre- and during Professional Development. New Tarleton Today high school teachers are defined as those who are implementing a Tarleton Today course for the first time or for the first time after more than one year of absence.
 - a. The EISD teacher assigned to the course **must** successfully complete the New Teacher Summer Professional Development experience at least once, in its entirety, before implementing a Tarleton Today course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer Professional Development for each subsequent year they implement that course. If a teacher is assigned to implement a new Tarleton Today course in addition to their current Tarleton Today course, the instructor must complete the New Teacher Summer Professional Development for the new course.

- C. Cancellation policy:
- a. All high school teachers must cancel their registration in writing at least one week prior to any in-person Professional Development or will pay 100% of fees for room/board and meals for which those charges apply. EISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting, and will pay such invoices within thirty (30) days.
 - b. If a high school teacher registers for Summer Professional Development and is unable to attend, the teacher must communicate this change to the Tarleton Today Professional Learning and Development team in writing at least one week prior to the start of Summer Professional Development. The district contact may coordinate with Tarleton Today to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer Professional Development.
 - c. In the event of an emergency about which Tarleton Today staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer Professional Development and still be eligible to teach the Tarleton Today course. Tarleton Today EISD high school teachers who miss more than 20% of Summer Professional Development, regardless of the reason, will be on probationary status and their approval to serve as a Tarleton Today high school teacher will be evaluated by Tarleton Today on a case-by-case basis.
- D. If a high school teacher attends Summer Professional Development, and the course for which the teacher is trained is not offered for the school year, EISD will be:
- a. Charged the full fee based on whether they are new or returning, for Summer Professional Development.
 - b. All materials provided to EISD for the course must be returned to Tarleton Today within 30 days.

6. Educational Records and Data Sharing

- A. EISD and Tarleton Today create, maintain, and manage their own educational records for students and teachers. Tarleton Today maintains all educational records created as a result of the Tarleton Today program consistent with FERPA, as well as applicable Texas A&M University System (TAMUS) policy 16.01.02 and any applicable law. In order to provide the Tarleton Today program and related services to EISD and for EISD's accountability reporting purposes, Tarleton Today requires specific student information from EISD. All such records are provided the same security as those outlined in TAMUS Policy 16.01.02 and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the Tarleton Today program.
- B. Following Tarleton's Institutional Review Board standards and policy, as applicable, Tarleton Today may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- C. For legitimate educational interests, Tarleton Today will facilitate the exchange of information among institutions, Tarleton Today high school teachers, Tarleton Today faculty and staff, and EISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student accommodations under IDEA

and/or Section 504; 3) to facilitate early intervention and support student success; 4) pertaining to whether college credit is earned, accepted, and/or declined; 5) to facilitate accurate recordkeeping; and 6) to address academic integrity issues. If either party obtains access to EISD and/or Tarleton records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to the Tarleton Today program will be granted access consistent with FERPA.

7. Insurance.

EISD acknowledges that, because Tarleton is an agency of the state of Texas, liability for the tortious conduct of employees of Tarleton or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of Tarleton is provided by the [A&M SYSTEM] as mandated by the provisions of Chapter 502, Texas Labor Code. Tarleton shall have the right, at its option, to (a) obtain liability insurance protecting Tarleton and its employees and property insurance protecting Tarleton's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by Tarleton as a result of its operations under the Agreement.

8. FERPA.

For purposes of the Family Educational Rights and Privacy Act ("FERPA"), Tarleton hereby designates EISD as a school official with a legitimate educational interest in any education records (as defined in FERPA) that EISD is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. EISD shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Tarleton in writing. EISD is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. EISD shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on EISD in this Section, including without limitation, the prohibition on redisclosure. EISDs shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

9. Indemnification

EISD shall indemnify and hold harmless The Texas A&M University System, Tarleton, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of EISD or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnatee's gross negligence or willful misconduct.

10. Term and Termination

A. This Agreement shall commence on April 1, 2023 (the “Effective Date”) and continue through August 31, 2024 (the “Term”) unless earlier terminated as provided herein.

B. This Agreement may be terminated without cause by either Party upon 30 days’ written notice to the other Party.

11. Loss of Funding.

Performance by Tarleton under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Tarleton will issue written notice to EISD and Tarleton may terminate this Agreement without further duty or obligation hereunder. EISD acknowledges that appropriation of funds is beyond the control of TARLETON. In the event of a termination or cancellation under this Section, Tarleton will not be liable to EISD for any damages that are caused or associated with such termination or cancellation.

12. PAYMENT TERMS/PROMPT PAYMENT

Tarleton’s payment shall be made in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

13. Ownership of Created Works.

EISD irrevocably assigns, transfers and conveys to Tarleton, for no additional consideration, all of EISD’s ownership, rights, title and interest in and to all works prepared by EISD under this Agreement (“Deliverables”), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. EISD certifies that all Deliverables will be original, or that EISD will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by Tarleton. EISD shall secure for TARLETON all consents, releases, and contracts and perform other reasonable acts as TARLETON may deem necessary to secure and evidence Tarleton’s rights in any Deliverable.

14. Independent Contractor

Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by EISD’s service to Tarleton. Except as specifically required under the terms of this Agreement, EISD (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Tarleton or [A&M SYSTEM]. As an independent contractor, EISD is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. EISD and its employees shall observe and abide by all applicable Tarleton policies, regulations, rules and procedures, including those applicable to conduct on its premises.

15. Dispute Resolution.

To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Tarleton and EISD to attempt to resolve any claim for breach of contract made by EISD that cannot be resolved.

16. Notice.

Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Tarleton and EISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

EISD at:

Evant Independent School District
P.O. Box 339
Evant, TX 76525

Tarleton at:

Dr. Jolena Waddell
Box T-0010
1333 W. Washington St.
Stephenville, TX 76402
jwaddell@tarleton.edu

With a copy to:

Tarleton State University
Attn: Contract Specialist
Box T-0120
Stephenville, TX 76402
contracts@tarleton.edu

17. Venue; Governing Law

Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Tarleton is to be in the county in which the principal office of Tarleton's governing officer is located. The validity of this Agreement and all matters pertaining to this Agreement, 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.

18. Entire Agreement

This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

19. Non-Assignment

EISD shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Tarleton.

20. Survival

Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

21. Cybersecurity Training Program

Pursuant to Section 2054.5192, *Texas Government Code*, EISD’s employees, officers, and subcontractors who have access to TARLETON’s computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by Tarleton. The cybersecurity training program must be completed by EISD’s employees, officers, and subcontractors during the Term and any renewal period of this Agreement. EISD shall verify completion of the program in writing to Tarleton within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. EISD acknowledges and agrees that its failure to comply with the requirements of this paragraph are grounds for Tarleton to terminate this Agreement for cause.

22. Access by Individuals with Disabilities

EISD represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Tarleton under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*) (the “EIR Accessibility Warranty”). If EISD becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, EISD shall, at no cost to Tarleton, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that EISD fails or is unable to do so, Tarleton may immediately terminate this Agreement, and EISD will refund to Tarleton all amounts paid by Tarleton under this Agreement within thirty (30) days following the effective date of termination.

23. Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, EISD agrees that any payments owing to EISD under this Agreement may be applied directly toward certain debts or delinquencies that EISD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

24. State Auditor's Office

EISD understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. EISD agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. EISD will include this provision in all contracts with permitted subcontractors.

25. Severability

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

26. Public Information.

EISD acknowledges that TARLETON 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 Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Tarleton's written request, EISD will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Tarleton to Tarleton in a non-proprietary format acceptable to Tarleton that is accessible by the public. EISD acknowledges that Tarleton may be required to post a copy of the fully executed Agreement 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 EISD agrees that this Agreement can be terminated if EISD knowingly or intentionally fails to comply with a requirement of that subchapter.

Exhibit A
Tarleton Today Courses

Tarleton Today Course Name	Tarleton Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites	PEIMS Code Association
College Algebra	MATH 1314	MATH 1314	020	Credit in Algebra I	Credit in Geometry	Algebra II 03100600 Independent Study in Mathematics 03102500
Precalculus	MATH 2412	MATH 2412	020	Credit in Algebra II & Geometry	-	Precalculus 03101100 Independent Study in Mathematics 03102500
Intro to Agricultural Economics	AGEC 2317	AGRI 2317	130		-	Agribusiness Management and Marketing 13000900
Introductory Animal Science	ANSC 1319 + 1119	AGRI 1419	130	Biology AND Chemistry Or Integrated Physics Algebra I Geometry Small Animal Management Or Equine Science Or Livestock Production	-	Advanced Animal Science 13000700

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
Evant Independent School District
AND
TARLETON TODAY
AT TARLETON STATE UNIVERSITY

Pursuant to this Data Sharing Agreement, Evant Independent School District agrees to provide individual student-level data to Tarleton Today at Tarleton State University (Tarleton) for the purpose of implementing, billing, and evaluating the Tarleton Today dual enrollment program and informing Tarleton Today students of academic opportunities at Tarleton. EISD hereby appoints Tarleton Today as a legitimate educational official of EISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, Tarleton Today hereby appoints EISD as a legitimate educational official of Tarleton Today in accordance with FERPA. Tarleton Today agrees to provide individual student-level data to EISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2024 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

EISD Designee for Student Data and Tarleton Today will coordinate data exchange for all Tarleton Today program participants for the 2023-2024 academic year, as follows:

Responsible Party	Time Period	Type of Data
Tarleton Today	August 2023 – July 2024	<p>Throughout the academic year Tarleton Today will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the Hub will be limited to pre-identified campus and EISD personnel who must obtain a TARLETON Electronic Identification and password in order to access the Hub.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none">• Course enrollments• Eligibility status• Eligibility letter grade• Final letter grade• Credit decision (credit accepted or declined)

		<ul style="list-style-type: none"> • University transcript grade • Student qualifying status for free/reduced lunch • Student qualifying status for accommodations under IDEA or Section 504
EISD	December 2023 – February 2024	<p>In order for Tarleton Today to identify students who qualify for the reduced course enrollment fee, Tarleton Today must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides Tarleton Today with students' Economic Disadvantage Status.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (Student Unique ID)
EISD	May 2024 – July 2024	<p>In order for Tarleton Today to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in Tarleton Today course, semester 1 • High school grade in Tarleton Today course, semester 2 • High school grade in Tarleton Today course, cumulative

2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by EISD and Tarleton Today.

Tarleton Today endeavors that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Tarleton Today further endeavors that the data elements will not be released to a third party without written parental or student (as applicable) consent.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of Tarleton Today or other Tarleton program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure area and to prevent unauthorized access.

3. Information shared with TEA

- Share rosters of individual students, including student state ID, for all students enrolled in a Tarleton Today course at fall or spring census to determine student eligibility for reduced course fee, AND
- Share rosters of individual students, including student state ID, for students who complete a Tarleton Today course for the purpose of calculating state accountability and other required state performance reporting and metrics.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party
Evant Independent School District

Signature: Jennifer Ingram
Name: Jennifer Ingram
Title: Superintendent
Date: 5/2/2023

Performing Party
TARLETON STATE UNIVERSITY

Signature: Jolena Waddell
Name: Jolena Waddell
Title: Associate Provost, AVP Student Academic Success & Achievement
Date: 5/2/2023