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Memorandum of Understanding
Between
Tarleton State University
and
CASTLEBERRY ISD

FOR THE 2026-2027 TARLETON TODAY PROGRAM

This Memorandum of Understanding (MOU) with an Effective Date of April 1, 2026, is entered by CASTLEBERRY ISD (CISD) 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 State".

Contracting Parties:

Receiving Party (CISD)
CASTLEBERRY ISD
5228 OHIO GARDEN RD
FORT WORTH, TX 76114-3729

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

WHEREAS, Tarleton State and CISD 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 State and their CISD 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 State and CISD 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 CISD and college credits from Tarleton State through a distance education course.

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

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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 CISD will be defined on a per-student, per-course basis. Program costs will be evaluated annually.

Texas public school districts or charter schools will pay a subsidized rate of $50 per student per semester credit hour during the 2026-2027 school year (3 credit courses = $150; 4 credit courses = $200). Pending Texas FAST Program funding reimbursement, CISD students qualifying for the FAST program will receive a course fee credit equal to the course fee charge. Tarleton Today will be directly reimbursed for course fees through the FAST Program for these students after completion. Private, parochial, and out-of-state schools are not eligible for the subsidized rate and will be charged $65 per semester credit hour.

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

Professional Learning Fee:

The cost of Tarleton Today professional development will be assessed on a per-teacher basis at a rate of $500 for all teachers, both new and returning to the program. If a teacher is participating in more than one course, each subsequent course will be billed at 50% the professional learning fee. 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 State. If CISD or the CISD 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 enrollment date. For teachers that complete the Tarleton Today course with at least 60% of their enrolled students accepting college credit and active participation in Tarleton Today Professional Learning activities, Tarleton Today will provide them a $500 end-of-year bonus.

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

CISD 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
Business Services
Box T-0120
Stephenville, TX 76402

3. Scope of Work and Responsibilities

Responsibilities to implement Tarleton Today distance college courses will be shared by CISD and Tarleton Today. CISD 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.”

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Responsibilities of Tarleton Today
Enrollment and Records

A. Register high school students for Tarleton Today courses (as listed in Exhibit A) through the Tarleton Today student information system.
B. Maintain, as part of routine educational effectiveness evaluation at Tarleton State, 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 State and CISD. Tarleton Today engages in additional data sharing with Tarleton State departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
C. Record grades on Tarleton State transcripts for students who 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 State 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 State faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by Tarleton State department heads and supported by deans. College courses use the Texas Common Course Numbering System to maximize transferability within Texas institutions. All courses are applicable to one or more bachelor's degrees at Tarleton State University. 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 State faculty and college Instructors of Record to earn college credit.
        ii. Students who earn a passing grade (D or above) in the college course may accept their college credit or withdraw from the course.
        iii. Students who accept college credit will have an official Tarleton State transcript showing the letter grade earned in the course.
    b. Provide technology and support services necessary for teaching and learning in Tarleton Today courses and program implementation:
    c. Maintain servers operated by or hosted on Tarleton Today's web-based Canvas LMS.
    d. Provide access and training on the Canvas LMS for every Tarleton Today student to access course content and instructional experiences.
    e. Provide online and phone-based technical support for Tarleton Today teachers, students, and Tarleton State faculty using the curriculum when that support is not provided through Canvas LMS.
    f. 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.
    g. Provide a student orientation module in Canvas LMS for all Tarleton Today courses that detail program enrollment, student academic integrity, and FERPA rights.

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h. Provide information in the Tarleton Today college courses and through Canvas notifications related to distance college course enrollment activities, including registration, credit type selection, credit status, and official transcript requests.
i. Provide academic resources and advising for enrolled Tarleton Today students.
j. 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

H. Deliver professional learning to participating CISD teachers who teach a Tarleton Today course.
   a. Summer professional development for participating CISD teachers will be delivered by Tarleton Today using distance education and virtual learning technologies, or in-person trainings at one of the Tarleton State locations. 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 CISD teachers will be held at Tarleton State or designated regional sites, or delivered virtually during the fall and spring semesters, at Tarleton State's sole discretion. CISD 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 CISD teachers will be provided certificates of completion for the hours of documented attendance, which may count as continuing professional education hours with their district.
I. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to CISD and its administration.
J. Deliver in-person or virtual presentations and/or workshops to CISD staff and community members regarding the Tarleton Today program overview, implementation, and strategies for success.
K. 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.
L. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
M. Provide virtual coaching to each Tarleton Today high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

N. Provide feedback regarding course implementation to Tarleton State faculty and academic staff, as well as CISD 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 CISD high school teacher(s) and classroom observations.
   a. Tarleton Today staff will alert CISD administration of any serious concerns regarding CISD or campus implementation of the Tarleton Today course pertaining to quality and fidelity. If CISD 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 CISD 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

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implementation of Tarleton Today continue to be unsatisfactory or without improvement in Tarleton Today's sole discretion, Tarleton Today will notify CISD, who will use its best efforts to identify an alternate high school teacher, and CISD 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 CISD 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 CISD 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 State and may not be on administrative or medical leave. Tarleton State must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If Tarleton State 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 CISD district contact.

Extended Student Absences [subject to CISD policies]

O. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the CISD 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 CISD 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 enrollment date, then the CISD 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.
P. 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 CISD point of contact, campus principal and/or the high school instructor must notify the Tarleton Today Program Coordinator immediately to determine if enrollment may continue, which decision will be made on Tarleton Today in its sole discretion.

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

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

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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. Assign a designated contact for ensuring websites, email addresses, and support for technology related requests. This person will also be responsible for uploading course rosters following a specific format prior to the start of the school year.
d. 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 CISD policies.
   a. Minimum requirements for all Tarleton Today CISD high school teachers include:
      i. Bachelor's degree in discipline or related field.
      ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for precalculus).
      iii. Completed annual Tarleton Today teacher application.
      iv. Obtain a Tarleton State UID in order to access Canvas LMS 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 CISD 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. CISD 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 State Faculty Lead and Program Coordinator at their discretion.
      vi. Successful completion of summer professional development. New Tarleton Today CISD 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. CISD 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. CISD 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 CISD teachers include:

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i. Successful implementation of Tarleton Today course during the previous academic year according to requirements under section D below.

C. Ensure Tarleton Today CISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
   a. Access to Canvas LMS. Participating CISD campuses will work with the Tarleton Today support team to ensure their campus and students can fully access the Canvas LMS.
   b. Access to computers, 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. Audio/visual projection and/or whiteboard.
   e. Copy/scanning services to duplicate some course materials and distribute to students in the Tarleton Today course and upload assignments.
   f. Provide course specific requirements as listed in Exhibit C.

D. Ensure Tarleton Today CISD 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 State UID and register for Tarleton Today sections.
   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, CISD 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 CISD 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 eligible students to participate in the Tarleton Today courses.
   a. Students eligible to participate in Tarleton Today courses must:
      i. Be enrolled in a CISD high school
      ii. Demonstrate commitment to completing academic requirements

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. **Consent forms must be submitted within one week of the CISD school start date.**

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H. Any person performing Services under this Agreement on behalf of CISD must be actively employed or eligible for employment by CISD and may not be on administrative leave. CISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If CISD 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

1. CISD high school teachers are required to register for Summer Professional Development **two weeks prior** to the start of Summer Professional Development.
2. New Tarleton Today CISD 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 CISD 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.
3. Cancelation policy:
   a. All high school teachers must cancel their registration in writing at least one week prior to any in-person Professional Development. CISD will be invoiced for all registered high school teachers two 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 CISD 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.
4. 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, CISD will be:
   a. Charged the full fee based on whether they are new or returning, for Summer Professional Development.
   b. All materials provided to CISD for the course must be returned to Tarleton Today within 30 days.

6. Educational Records and Data Sharing

A. CISD 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

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University System (TAMUS) policy 16.01.02 and any applicable law. In order to provide the Tarleton Today program and related services to CISD and for CISD's accountability reporting purposes, Tarleton Today requires specific student information from CISD. 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 State'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, with the Texas Higher Education Coordinating Board, the Texas Education Agency, Tarleton Today high school teachers, Tarleton Today faculty and staff, and CISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student's economic status related to state funding reimbursement, 3) to verify student accommodations under IDEA and/or Section 504; 4) to facilitate early intervention and support student success; 5) pertaining to whether college credit is earned, accepted, and/or declined; 6) to facilitate accurate recordkeeping; and 7) to address academic integrity issues. If either party obtains access to CISD and/or Tarleton State 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.

CISD acknowledges that, because Tarleton State is an agency of the state of Texas, liability for the tortious conduct of employees of Tarleton State 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 State is provided by the [A&M SYSTEM] as mandated by the provisions of Chapter 502, Texas Labor Code. Tarleton State shall have the right, at its option, to (a) obtain liability insurance protecting Tarleton State and its employees and property insurance protecting Tarleton State'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 State as a result of its operations under the Agreement.

8. FERPA.

For purposes of the Family Educational Rights and Privacy Act ("FERPA"), Tarleton State hereby designates CISD as a school official with a legitimate educational interest in any education records (as defined in FERPA) that CISD is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. CISD 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 State in writing. CISD 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. CISD shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on CISD in this Section, including without limitation, the prohibition on redisclosure. CISD shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

9. Indemnification

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To the extent allowed by law and without waiving any immunities, CISD shall indemnify and hold harmless The Texas A&M University System, Tarleton State, 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 CISD 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 Indemnitee's gross negligence or willful misconduct.

10. Term and Termination

A. This Agreement shall commence on April 1, 2026 (the "Effective Date") and continue through August 31, 2027 (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 State 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 State will issue written notice to CISD and Tarleton State may terminate this Agreement without further duty or obligation hereunder. CISD acknowledges that appropriation of funds is beyond the control of Tarleton State. In the event of a termination or cancellation under this Section, Tarleton State will not be liable to CISD for any damages that are caused or associated with such termination or cancellation.

12. PAYMENT TERMS/PROMPT PAYMENT

Tarleton State'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.

CISD irrevocably assigns, transfers and conveys to Tarleton State, for no additional consideration, all of CISD's ownership, rights, title and interest in and to all works prepared by CISD 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. Deliverables include but are not limited to curricula, lesson plans, assessments, software code, multimedia content, instructional materials, training modules, data compilations, reports, and other materials developed specifically under the Agreement. This assignment does not apply to any pre-existing intellectual property owned by CISD that is merely referenced or incorporated into program materials. This assignment does not apply to materials developed by CISD without using or relying on Tarleton State course materials. All materials provided by Tarleton State are for sole use within the courses under this Agreement. CISD certifies that all Deliverables will be original, or that CISD will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by Tarleton State. CISD shall secure for Tarleton State all consents, releases, and contracts and perform other reasonable acts as Tarleton State may deem necessary to secure and evidence Tarleton State'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 CISD's service to Tarleton State. Except as specifically required under the terms of this Agreement, CISD (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Tarleton State or [A&M SYSTEM]. As an independent contractor, CISD is solely responsible for all taxes, withholdings, and other statutory

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or contractual obligations of any sort, including but not limited to workers' compensation insurance. CISD and its employees shall observe and abide by all applicable Tarleton State 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 State and CISD to attempt to resolve any claim for breach of contract made by CISD 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 State and CISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

CISD at:

CASTLEBERRY ISD
5228 OHIO GARDEN RD
FORT WORTH, TX 76114-3729

Tarleton State 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

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17. Venue; Governing Law

Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Tarleton State is to be in the county in which the principal office of Tarleton State'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

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

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

22. Access by Individuals with Disabilities

CISD represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Tarleton State 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 CISD becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, CISD shall, at no cost to Tarleton State, 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 CISD fails or is unable to do so, Tarleton State may immediately terminate this Agreement, and CISD will refund to Tarleton State all amounts paid by Tarleton State 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*, CISD agrees that any payments owing to CISD under this Agreement may be applied directly toward certain debts or

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delinquencies that CISD 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

CISD 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. CISD agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. CISD 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.

CISD acknowledges that Tarleton State 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 State's written request, CISD will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Tarleton State to Tarleton State in a non-proprietary format acceptable to Tarleton State that is accessible by the public. CISD acknowledges that Tarleton State 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 CISD agrees that this Agreement can be terminated if CISD knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Receiving Party
CASTLEBERRY ISD

Signature: Signed by: Stephanie Martinez 247CB95F8F6D485...

Name: Stephanie Martinez

Title: CTE Director

Date: 1/23/2026

Performing Party
TARLETON STATE UNIVERSITY

Signature: Signed by: Jolena Waddell B1DE08B70FD6428...

Name: Jolena Waddell

Title: Associate Provost, AVP Student Success

Date: 1/23/2026

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Exhibit A
2026-27 Tarleton Today Courses

Tarleton Today Course Name	Tarleton State Course Code	TCCNS Equivalency	Texas Core Code	High School Course	Required Prerequisites
Intro to Agricultural Economics	AGEC 2317	AGRI 2317	080	Agribusiness Management & Marketing	
Agronomy	AGRI 1307 +1107	AGRI 1407, AGRI 1307 + 1107		Advanced Plant and Soil Science	Prerequisites: Biology; either Chemistry or Integrated Physics and Chemistry (IPC); Algebra I; Geometry; and either Horticultural Science, Greenhouse Operation and Production, or Floral Design.
General Animal Science	ANSC 1319 + 1119	AGRI 1419, AGRI 1319 + 1119	030	Advanced Animal Science	Biology & Chemistry or Integrated Physics & Chemistry (IPC); Algebra I & Geometry; and either Small Animal Management, Equine Science, or Livestock Production.
Business Computer Applications	BCIS 1305	BCIS 1305		Foundations of Business Communication and Technologies	
Anatomy and Physiology	BIOL 2401	BIOL 2401	030	Anatomy and Physiology	one credit in Biology and one credit in Chemistry, Integrated Physics and Chemistry, or Physics
Business Principles	BUSI 1301	BUSI 1301		Principles of Business, Marketing, and Finance	
Personal Finance	BUSI 1307	BUSI 1307	080	Economics or Personal Financial Literacy	
Business Law I	BUSI 2301	BUSI 2301		Business Law	
College Chemistry I	CHEM 1311 + 1111	CHEM 1311, CHEM 111	030	Chemistry	Credit in Algebra II or Coenrollment in Algebra II
Public Speaking	COMM 1315	COMM 1315, SPCH 1315	010	Public Speaking	
Composition I	ENGL 1301	ENGL 1301	010	English III	Credit in English I and English II
Composition II	ENGL 1302	ENGL 1302	010	English IV	Credit in English I, English II, and English III, ENGL 1301
Intro to Creative Writing	ENGL 2307	ENGL 2307	050	English IV	Credit in English I, English II, and English III, ENGL 1301
British Literature	ENGL 2321	ENGL 2321	040	English IV	Credit in English I, English II, and English III

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American Literature	ENGL 2326	ENGL 2326	040	English III	Credit in English I and English II, and English III
Federal Government	GOVT 2305	GOVT 2305	070	United States Government	
United States History I	HIST 1301	HIST 1301	060		
United States History II	HIST 1302	HIST 1302	060	US History since 1877	
College Algebra	MATH 1314	MATH 1314	020	Algebra II or Independent Study in Math	Credit in Algebra I
Elementary Statistical Methods	MATH 1342	MATH 1342	020	Statistics, Statistics and Business Decision Making, or Independent Study of Mathematics	Credit in Algebra I
Precalculus	MATH 2412	MATH 2412	020	Precalculus or Independent Study of Mathematics	Credit in Algebra II & Geometry
Music Appreciation	MUSI 1306	MUSI 1306	050	Music Studies-Music Appreciation I or II	
General Psychology	PSYC 2301	PSYC 2301	080	Psychology	
Accounting I – Financial	ACCT 2301	ACCT 2301		Accounting I	Credit in Algebra II or Coenrollment in Algebra II
Intro to the Teaching Profession	EDUC 1301	EDUC 1301		Instructional Practices in Education and Training or Principles of Education and Training	
Introduction to Special Populations	EDUC 2301	EDUC 2301		Instructional Practices or Practicum in Education and Training	
Adapting Instruction to Today's Learners	EDUC 2330	EDUC 2330		Instructional Practices or Practicum in Education and Training	
Horticulture	HORT 1301	HORT 1301		Horticultural Science	
Foundations of Leadership	LDRS 2301			Through Junior ROTC only	

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Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT BY AND BETWEEN
CASTLEBERRY ISD
AND
TARLETON TODAY AT TARLETON STATE UNIVERSITY

Pursuant to this Data Sharing Agreement, CASTLEBERRY ISD agrees to provide individual student-level data to Tarleton Today at Tarleton State University (Tarleton State) for the purpose of implementing, billing, and evaluating the Tarleton Today dual enrollment program and informing Tarleton Today students of academic opportunities at Tarleton. CISD hereby appoints Tarleton Today as a legitimate educational official of CISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, Tarleton Today hereby appoints CISD as a legitimate educational official of Tarleton Today in accordance with FERPA. Tarleton Today agrees to provide individual student-level data to CISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2027 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline
CISD Designee for Student Data and Tarleton Today will coordinate data exchange for all Tarleton Today program participants for the 2026-2027 academic year, as follows:

Responsible Party	Time Period	Type of Data
Tarleton Today	June 2026 – July 2027	Throughout the academic year Tarleton Today will provide information about student enrollments, including course rosters, and final grades. Access to the information will be limited to pre-identified campus and CISD personnel who must obtain a TARLETON Electronic Identification and password in order to access the information. The following enrollment and performance data is provided throughout the academic year, as information becomes available. • Course enrollments • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade • Student qualifying status for FAST funding • Student qualifying status for accommodations under IDEA or Section 504
CISD	July 2026 (one month prior to student start date) October 2026 (for Spring only enrollments)	Student registration information will be provided by the district to Tarleton Today to enroll students in courses and create their Tarleton State University accounts. This data transfer will include the following information. • Student First Name • Student Middle Name • Student Last Name • Student Date of Birth • Student School Email Address • Student Projected High School Graduation Year • Student Gender • Student Ethnicity

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		• Student Physical Address • Student Mailing Address (if different) • Student TSDS • Student School ID • Student Free/Reduced Lunch Status • Student Citizenship (Country) • Parent/Guardian Name • Parent/Guardian Email Address • Parent/Guardian Phone Number 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. • TEA-assigned TX-UNIQUE-STUDENT-ID (Student Unique ID)
CISD	May 2026 – July 2027	In order for Tarleton Today to engage in ongoing learning about student experiences, high school grades are exchanged. • 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 CISD 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 and THECB

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

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Exhibit C

COURSE SPECIFIC REQUIREMENTS

Course	Requirements
College Algebra, Precalculus, Elementary Statistical Methods	• Graphing calculators or access to Desmos
Agronomy	• Basic Soil Testing Kit • pH meter • Soil Probe • Access to a variety of soil samples to test, identify, use with textural triangle, and send off for official analysis • Hand magnifiers • Access to microscopes • Ability to make slides and/or have access to a slide set that includes plant tissues, specialized plant cells, samples of cells from roots, leaves, stems, flower parts, etc. • Ability to test and observe different nutrient deficiencies • Access to seed for evaluation, identification, and germination testing
General Animal Science Laboratory	• Access to at least two livestock species (e.g., cattle, horses, sheep, goats, pigs, rabbits, poultry) • 10 gummy bears per student • 1 plastic knife per student • Paper plates • Napkins • Tape • Scissors • 1 kitchen sponge per group • 3 small funnels per group • 3 large diameter drinking straws per group • 1 small plastic water bottle per group • 1 rubber glove per group • 1 cotton ball per group • 1 small safety pin per group • Masking tape • Waterproof tape • Strong tape • Small bucket for water • 5 oz plastic cups • Milk powder • Corn starch • Betadine antiseptic solution • Water pitcher • Popsicle sticks • Sharpies • Labels • Paper towels
Music Appreciation	• Headphones for assessments • Attend two concerts/performances

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Intro to the Teaching Profession and Intro to Special Populations	• 16 field experience hours over at least six site visits
Anatomy & Physiology	Models from Ward's Science: Sexless Teaching Torso Somso Full-Figure Muscular Human Anatomy Model Heart of America Model Respiratory System and Heart 3B Scientific Introductory Circulatory System Somso Skin Model Female Disarticulated Skeleton 3B Scientific Rod Mount Skeleton Ward's Bone Structure Model 3B Scientific MICROanatomy Bone Structure Model Elsco Skull Model 3B Scientific Half-Head with Musculature Elsco Brain with Arteries Somso Kidney Structures Model Somso Ovary Model 3B Scientific Pelvic Relief Models- Male 3B Scientific Pelvic Relief Models- Female 3B Scientific Introductory Eye in Orbit Model 3B Scientific Ear Model **Dissection Specimen (recommend one specimen for every 3-5 students):** 9"-11" Single Fetal Pig Sheep eye Sheep Brains with Dura Sheep Heart- Uncut Student Dissecting set Dissecting Tray with Wax **Microscope Slides:** Ward's Science: Giant Multipolar Motor Neurons Artery & Vein Ovary (mammalian) Mautre Follicles Muscle (mammalian) 3 Types Meissner's Corpuscle Adult Scalp, Unpigmented, Lung, Pseudostratified, Ciliated, Columnar, Epithelium Kidney (Mammal) Elastic Cartilage (Rabbit) Reticular tissue Areolar Stomach (fundic region) Pituitary Gland Lymph node (mammal) Thyroid and Parathyroid Triarch Incorporated: Human Blood, Bone Human Ground CS Bone Decalcified CS LS Testis Spermatogenesis

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	Mitosis Slide Whitefish Blastodisc Jejunum Squamous Epithelium Adrenal Gland Pancreas (Islands of Langerhans)
College Chemistry I (for class of 32 working in pairs):	Lab Equipment: Safety Splash Goggles (32) 50 mL graduated cylinder (16) 50 mL beaker (32) 100 mL beaker (16) Analytical balance (at least 4 or more) Glass stirring rod (32) 25 mL volumetric flask (16) Vernier Caliper (16) Alcohol-based thermometer (32) ruler (16) funnel 70 mm (16) large ice bucket (8) scissors (16) hot hands (32) 150 mL beakers (32) Ring stand (32) funnel support or ring support (32) Spatulas (32) burette (32) burette clamp (32) 125 mL Erlenmeyer Flasks (48) 250 mL Erlenmeyer flasks (32) Wash/water bottle (32) Molecular model kit (instructor)Lcontains trigonal planar central atom 600 mL beakers (32) 100 mL Graduated cylinder (32) 500 mL graduated cylinder (32) size 5 one-holed rubber stopper (16) size 6 – one-holed rubber stopper (16) hot plate (16) Droppers (32) Pennies (32) 10 mL graduated cylinder (32) 400 mL beakers (32) Borosilicate glass test tubes 25 x 150 mm heat resistant (32) Chemicals (amount needed for entire course): DI water readily available (distilled water as sub) Sand (200 g+) sodium chloride (400 g+)

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	Benzoiz acid (200 g+) iron fillings (100g +) Specific gravity metal cylinders 4 different if possible Cu, Zn, Al, Steel (8 of each) aluminum pellets (500 g+) Magnet bars 32 zinc sulfate heptahydrate (200 g+) potassium carbonate (200g+) Sodium carbonate (200 g+) magnesium sulfate heptahydrate (200 g+) calcium chloride dihydrate (200 g+) Phenolphthalein indicator dry potassium hydrogen phthalate (KHP) (200 g+) Sodium hydroxide (200 g+) store bought vinegar (1 gallon) citric acid (100 g+) boiling chips (1 container) isopropanol (100 mL) ethanol (100 mL) ethanol (100 mL) acetone (100 mL) hexane (1600 mL) 1.00 M Hydrochloric acid (1000 mL) 1.00 M sodium hydroxide (1000 mL) ammonium nitrate anhydrous (200 g+) magnesium sulfate anhydrous (200 g+) steel shot (500 g) Zinc mossy (500 g) Consumables (for entire course): aluminum foil (one roll) nitrile gloves (as needed) 12.5 cm filter paper (needed for two experiments) weighing boat (as needed) paper towels (as needed) lighter (2) crushed ice (as needed) plastic wrap (1 roll) weighing paper (2 boxes) white paper (1 ream) plastic cup/coffee cup (32) 1 mL pipets (150 or box) capillary tubes (32 or 2 tubes for stock) balloons (32) Styrofoam coffee cups (64) handmade cardboard lid for Styrofoam cups (16)

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