

## **Memorandum of Understanding**

Booker High School

Borger High School

Canadian High School

Canyon High School

Channing High School

Dalhart High School

Darrouzett High School

Dumas High School

Felt High School

Follett High School

Fritch High School

Gruver High School

Hartley High School

Hereford High School

Higgins High School

Nazareth High School

Perryton High School

Spearman High School

Sunray High School

Texline High School

West Texas High School

Wildorado High School



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Booker ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Booker ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Booker ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Booker ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Booker ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Booker ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Booker ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30



days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Booker ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll  
Vice President, Dr. Shannon Carroll

7/22/2021  
Date

Booker ISD

Gary Mills  
Superintendent, Gary Mills

8/3/21  
Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Booker ISD**  
**2021-2022**  
**Addendum**

The following classes will be offered for the 2021 fall and 2022 spring semesters.

**Academic Classes**

- AGRI 1419      Introductory to Animal Science
- AGRI 1407      Agronomy
- ARTS 1301      Art Appreciation
- ARTC 1305      Basic Graphic Design
- BIOL 1322      Nutrition and Diet
- BIOL 1406      Biology for Science Majors I
- BIOL 1407      Biology for Science Majors II
- BIOL 2401      Anatomy and Physiology I
- BIOL 2402      Anatomy and Physiology II
- CHEM 1405      Introduction to Chemistry
- ECON 2301      Principles of Macroeconomics
- ENGL 1301      Composition I
- ENGL 1302      Composition II
- ENGL 2332      World Literature I
- ENGL 2341      Forms of Literature
- ENGL 2311      Technical Writing
- GOVT 2305      Federal Government
- GOVT 2306      Texas Government
- HIST 1301      US History I
- HIST 1302      US History II
- HIST 2311      Western Civilization
- HITT 1305      Medical Terminology
- HUMU 1315      Fine Arts Appreciation
- MATH 1314      College Algebra
- MATH 1316      Plane Trigonometry
- MATH 1342      Statistics
- MATH 2312      Pre-Calculus
- MATH 2413      Calculus
- PHYS 1415      Physical Science I
- PHYS 1417      Physical Science II
- PSYC 2301      General Psychology
- SOCI 1301      Introduction to Sociology
- SPCH 1311      Speech Communication

## **Workforce Classes**

- CBFM 2317 Mechanical Maintenance
- CETT 1325 Digital Fundamentals
- CTEC 1391 Special Topics in Chemical Technology/Technician
- ELPT 1319 Fundamentals of Electricity
- ELPT 1341 Motor Control
- ELPT 2339 Electrical Power and Distribution
- INMT 2303 Pumps, Compressors, & Mechanical Drives
- INTC 1305 Introduction to Instrumentation
- INTC 1348 Analytical
- INTC 1350 Digital Measurement & Control
- INTC 1355 Unit Operations
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- INTC 2336 Distributed Control & Programmable Logic
- INTC 2339 Instrument Control and Review
- INTC 2388 Internship
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- PTAC 1308 Safety, Health, & Environment
- PTAC 1410 Process Tech 1-Equipment
- PTAC 2314 Principles of Quality
- PTAC 2346 Process Troubleshooting
- PTAC 2388 Internship Process Technology/Technician
- PTAC 2420 Process Tech 2-Systems
- PTAC 2438 Process Tech 3-Operations
  
- ELPT 1321 Introduction to Electrical Safety and Tools
- INTC 1391 Electrical OSA-Blueprints
- ELPT 1419 Fundamentals of Electricity I
  
- BMGT 1305 Communications in Management
- AGAH 2309 Ranch & Feedlot Jobs and Development (Facility Maintenance)
- AGAH 1391 Special Topics and Animal Sciences (Intro to US Pork Production)
- AGRI 1309 Computers in Agriculture (Swine Record Systems)
- AGAH 1347 Animal Reproduction (Breeding Stock Management)
- AGMG 2312 Marketing of Agricultural Products (Nursery and Finishing Management)
- AGMG 2283 Cooperative Education-Farm/Farm and Ranch Management
- AGRI 2321 Livestock Evaluation I
- AGAH 1343 Animal Health
- AGAH 2313 Principles of Feeds and Feeding
  
- CSME 1310 Introduction to Haircutting & Related Theory
- CSME 1405 Fundamentals of Cosmetology
- CSME 1553 Chemical Reformation & Related Theory
- CSME 1443 Manicuring & Related Theory
- CSME 1447 Principles of Skin Care/ Facials & Related Theory
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- CSME 2337 Advanced Cosmetology Techniques
- CSME 2501 Principles of Hair Coloring & Related Theory
- CSME 2439 Advanced Hair Design
- CSME 2541 Prep for Texas Cosmetology Exam

- DFGT 1325 Blueprint Reading
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- WLDG 1391 Special Topics
- WDLG 1305 Art Metals



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**2021-2022**

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WHEREAS: Frank Phillips College and Borger ISD are authorized by state law to establish and enter into agreements for dual credit programs;

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  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Borger ISD will:
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L. Media and Public Relations. Media and public relations regarding the student will be managed according to Borger ISD and College protocols.

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EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll  
Vice President, Dr. Shannon Carroll

7/22/2021  
Date

Borger ISD

Chance Welch  
Superintendent, Chance Welch

9/15/21  
Date





**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Borger ISD**  
**Addendum 2021-2022**

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- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Canadian ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Canadian ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College



Vice President, Dr. Shannon Carroll

7/22/2021

Date

Canadian ISD



Superintendent, Dr. Lynn Pulliam

8/2/2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Canyon ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Canyon ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Canyon ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Canyon ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Canyon ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Canyon ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;



- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Canyon ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Canyon ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll

Vice President, Dr. Shannon Carroll

7/22/2021

Date

Canyon ISD

Darryl Flusche

Superintendent, Dr. Darryl Flusche

8/3/2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Canyon ISD**  
**2021-2022**

**Addendum**

The following classes will be offered for the 2021 fall and 2022 spring semesters.

**Academic Classes**

- AGRI 1407 Agronomy
- AGRI 2317 Introduction to Agricultural Economics



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Channing ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Channing ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Channing ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Channing ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Channing ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Channing ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
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B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

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F. Classroom and Office Facilities.

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- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Channing ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
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5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30



days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

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7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Channing ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College



Vice President, Dr. Shannon Carroll

7/22/2021

Date

Channing ISD



Superintendent, Michael Stevens

8/3/2021

Date





**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Channing ISD**  
**2021-2022**  
**Addendum**

The following classes will be offered for the 2021 Fall and 2022 Spring semesters.

**Academic Classes**

- AGRI 1419      Introductory to Animal Science
- AGRI 1407      Agronomy
- ARTS 1301      Art Appreciation
- ARTC 1305      Basic Graphic Design
- BIOL 1322      Nutrition and Diet
- BIOL 1406      Biology for Science Majors I
- BIOL 1407      Biology for Science Majors II
- BIOL 2401      Anatomy and Physiology I
- BIOL 2402      Anatomy and Physiology II
- CHEM 1405      Introduction to Chemistry I
- CRIJ 1301      Introduction to Criminal Justice
- CRIJ 2314      Criminal Investigation
- ECON 2301      Principles of Macroeconomics
- ENGL 1301      Composition I
- ENGL 1302      Composition II
- ENGL 2311      Technical Writing
- ENGL 2332      World Literature I
- ENGL 2341      Forms of Literature
- GOVT 2305      Federal Government
- GOVT 2306      Texas Government
- HIST 1301      US History I
- HIST 1302      US History II
- HIST 2311      Western Civilization
- HITT 1305      Medical Terminology
- HUMU 1315      Fine Arts Appreciation
- MATH 1314      College Algebra
- MATH 1316      Plane Trigonometry
- MATH 1342      Statistics
- MATH 2312      Pre-Calculus
- MATH 2413      Calculus
- PHYS 1415      Physical Science I
- PHYS 1417      Physical Science II
- PSYC 2301      General Psychology
- SOCI 1301      Introduction to Sociology
- SPCH 1311      Speech Communication

## **Workforce Classes**

- CBFM 2317 Mechanical Maintenance
- CETT 1325 Digital Fundamentals
- CTEC 1391 Special Topics in Chemical Technology/Technician
- ELPT 1319 Fundamentals of Electricity
- ELPT 1341 Motor Control
- ELPT 2339 Electrical Power and Distribution
- INMT 2303 Pumps, Compressors, & Mechanical Drives
- INTC 1305 Introduction to Instrumentation
- INTC 1348 Analytical
- INTC 1350 Digital Measurement & Control
- INTC 1355 Unit Operations
- INTC 1356 Instrumentation Calibration
- INTC 2336 Distributed Control & Programmable Logic
- INTC 2339 Instrument Control and Review
- INTC 2388 Internship
- PTAC 1302 Introduction to Process Technology
- PTAC 1308 Safety, Health, & Environment
- PTAC 1410 Process Tech 1-Equipment
- PTAC 2314 Principles of Quality
- PTAC 2346 Process Troubleshooting
- PTAC 2388 Internship Process Technology/Technician
- PTAC 2420 Process Tech 2-Systems
- PTAC 2438 Process Tech 3-Operations
  
- ELPT 1321 Introduction to Electrical Safety and Tools
- INTC 1391 Electrical OSA-Blueprints
- ELPT 1419 Fundamentals of Electricity I
  
- BMGT 1305 Communications in Management
- AGAH 2309 Ranch & Feedlot Jobs and Development (Facility Maintenance)
- AGAH 1391 Special Topics and Animal Sciences (Intro to US Pork Production)
- AGRI 1309 Computers in Agriculture (Swine Record Systems)
- AGAH 1347 Animal Reproduction (Breeding Stock Management)
- AGMG 2312 Marketing of Agricultural Products (Nursery and Finishing Management)
- AGMG 2283 Cooperative Education-Farm/Farm and Ranch Management
- AGRI 2321 Livestock Evaluation I
- AGAH 1343 Animal Health
- AGAH 2313 Principles of Feeds and Feeding
  
- CSME 1310 Introduction to Haircutting & Related Theory
- CSME 1405 Fundamentals of Cosmetology
- CSME 1553 Chemical Reformation & Related Theory
- CSME 1443 Manicuring & Related Theory
- CSME 1447 Principles of Skin Care/ Facials & Related Theory
- CSME 2310 Intermediate Haircutting & Related Theory
- CSME 2337 Advanced Cosmetology Techniques
- CSME 2501 Principles of Hair Coloring & Related Theory
- CSME 2439 Advanced Hair Design
- CSME 2541 Prep for Texas Cosmetology Exam

- DFGT 1325      Blueprint Reading
- WLDG 1204      Fundamentals of Oxy-Fuel Welding
- WLDG 1317      Intro to Layout Fabrication
- WLDG 1428      Introduction to Shielded Metal Arc
- WLDG 1202      Introduction to Gas Metal Arc
- WDLG 1457      Intermediate SMAW
- WLDG 1337      Introduction to Metallurgy
- WLDG 1435      Introduction to Pipe Welding
- WLDG 2488      Internship
- WLDG 1206      Fundamentals of Gas Tungsten Arc
- WLDG 2443      Advanced Shielded Metal Arc
- WLDG 1435      Introduction to Pipe Welding
- WLDG 2506      Inter Pipe Welding
- WLDG 1391      Special Topics
- WDLG 1305      Art Metals



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Dalhart ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Dalhart ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Dalhart ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Dalhart ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Dalhart ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Dalhart ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Dalhart ISD and College protocols.

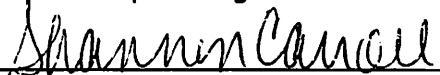
3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Dalhart ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

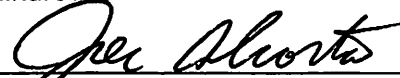
EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

  
Vice President, Dr. Shannon Carroll

7/22/2021  
Date

Dalhart ISD

  
Superintendent, Dr. Joe Alcorta

8/9/2021  
Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Dalhart ISD**  
**2021-2022**  
**Addendum**

The following classes will be offered for the 2021 Fall and 2022 Spring semesters.

**Academic Classes**

- AGRI 1419      Introductory to Animal Science
- AGRI 1407      Agronomy
- ARTS 1301      Art Appreciation
- ARTC 1305      Basic Graphic Design
- BIOL 1322      Nutrition and Diet
- BIOL 1406      Biology for Science Majors I
- BIOL 1407      Biology for Science Majors II
- BIOL 2401      Anatomy and Physiology I
- BIOL 2402      Anatomy and Physiology II
- CHEM 1405      Introduction to Chemistry I
- CRJ 1301      Introduction to Criminal Justice
- CRJ 2314      Criminal Investigation
- ECON 2301      Principles of Macroeconomics
- ENGL 1301      Composition I
- ENGL 1302      Composition II
- ENGL 2311      Technical Writing
- ENGL 2332      World Literature I
- ENGL 2341      Forms of Literature
- GOVT 2305      Federal Government
- GOVT 2306      Texas Government
- HIST 1301      US History I
- HIST 1302      US History II
- HIST 2311      Western Civilization
- HITT 1305      Medical Terminology
- HUMU 1315      Fine Arts Appreciation
- MATH 1314      College Algebra
- MATH 1316      Plane Trigonometry
- MATH 1342      Statistics
- MATH 2312      Pre-Calculus
- MATH 2413      Calculus
- PHYS 1415      Physical Science I
- PHYS 1417      Physical Science II
- PSYC 2301      General Psychology
- SOCI 1301      Introduction to Sociology
- SPCH 1311      Speech Communication



## **Workforce Classes**

- CBFM 2317 Mechanical Maintenance
- CETT 1325 Digital Fundamentals
- CTEC 1391 Special Topics in Chemical Technology/Technician
- ELPT 1319 Fundamentals of Electricity
- ELPT 1341 Motor Control
- ELPT 2339 Electrical Power and Distribution
- INMT 2303 Pumps, Compressors, & Mechanical Drives
- INTC 1305 Introduction to Instrumentation
- INTC 1348 Analytical
- INTC 1350 Digital Measurement & Control
- INTC 1355 Unit Operations
- INTC 1356 Instrumentation Calibration
- INTC 2336 Distributed Control & Programmable Logic
- INTC 2339 Instrument Control and Review
- INTC 2388 Internship
- PTAC 1302 Introduction to Process Technology
- PTAC 1308 Safety, Health, & Environment
- PTAC 1410 Process Tech 1-Equipment
- PTAC 2314 Principles of Quality
- PTAC 2346 Process Troubleshooting
- PTAC 2388 Internship Process Technology/Technician
- PTAC 2420 Process Tech 2-Systems
- PTAC 2438 Process Tech 3-Operations
  
- ELPT 1321 Introduction to Electrical Safety and Tools
- INTC 1391 Electrical OSA-Blueprints
- ELPT 1419 Fundamentals of Electricity I
  
- BMGT 1305 Communications in Management
- AGAH 2309 Ranch & Feedlot Jobs and Development (Facility Maintenance)
- AGAH 1391 Special Topics and Animal Sciences (Intro to US Pork Production)
- AGRI 1309 Computers in Agriculture (Swine Record Systems)
- AGAH 1347 Animal Reproduction (Breeding Stock Management)
- AGMG 2312 Marketing of Agricultural Products (Nursery and Finishing Management)
- AGMG 2283 Cooperative Education-Farm/Farm and Ranch Management
- AGRI 2321 Livestock Evaluation I
- AGAH 1343 Animal Health
- AGAH 2313 Principles of Feeds and Feeding
  
- CSME 1310 Introduction to Haircutting & Related Theory
- CSME 1405 Fundamentals of Cosmetology
- CSME 1553 Chemical Reformation & Related Theory
- CSME 1443 Manicuring & Related Theory
- CSME 1447 Principles of Skin Care/ Facials & Related Theory
- CSME 2310 Intermediate Haircutting & Related Theory
- CSME 2337 Advanced Cosmetology Techniques
- CSME 2501 Principles of Hair Coloring & Related Theory
- CSME 2439 Advanced Hair Design
- CSME 2541 Prep for Texas Cosmetology Exam

- DFGT 1325      Blueprint Reading
- WLDG 1204      Fundamentals of Oxy-Fuel Welding
- WLDG 1317      Intro to Layout Fabrication
- WLDG 1428      Introduction to Shielded Metal Arc
- WLDG 1202      Introduction to Gas Metal Arc
- WDLG 1457      Intermediate SMAW
- WLDG 1337      Introduction to Metallurgy
- WLDG 1435      Introduction to Pipe Welding
- WLDG 2488      Internship
- WLDG 1206      Fundamentals of Gas Tungsten Arc
- WLDG 2443      Advanced Shielded Metal Arc
- WLDG 1435      Introduction to Pipe Welding
- WLDG 2506      Inter Pipe Welding
- WLDG 1391      Special Topics
- WDLG 1305      Art Metals



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Darrouzett ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Darrouzett ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Darrouzett ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Darrouzett ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Darrouzett ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Darrouzett ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

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B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
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- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

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- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
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- (1). Faculty provided by College:
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F. Classroom and Office Facilities.

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- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

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- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Darrouzett ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
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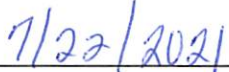
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  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College



Vice President, Dr. Shannon Carroll



Date

Darrouzett ISD



Superintendent, Dr. Deidre Parish



Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Felt PS**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Felt PS, (hereinafter PS), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Felt PS are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Felt PS alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Felt PS that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Felt PS will:
      - a. be governed by PS and subject to PS's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

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- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and PS;
- (6). Employ all instructors, including those under a teaching contract with the PS, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of PS. PS shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master State standards.
- (2). Pay the salaries of instructors employed by PS who teach in the high school;
- (3). Ensure that all PS high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and PS.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by PS:
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F. Classroom and Office Facilities.

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G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the PS or a combination of both shall be responsible for paying for any and all tuition. Students may apply for college



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I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the PS calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of PS;
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L. Media and Public Relations. Media and public relations regarding the student will be managed according to Felt PS and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
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7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Felt PS. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll

Vice President, Dr. Shannon Carroll

7/22/2021

Date

Felt PS

Lewetta Hefley

Superintendent, Lewetta Hefley

8-2-2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Felt PS**  
**2021-2022**

**Addendum**

The following classes will be offered for the 2021 fall and 2022 spring semesters.

**Academic Classes**

- ENGL 1301 Composition I
- ENGL 1302 Composition II
- ENGL 2332 World Literature I
- ENGL 2331 World Literature (Literature of the Non-Western World)
- GOVT 2306 Texas Government
- GOVT 2305 Federal Government
- HIST 1301 US History I
- HIST 1302 US History II
- MATH 1314 College Algebra



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Follett ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Follett ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Follett ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Follett ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Follett ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Follett ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Follett ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30



days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Follett ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll  
Vice President, Dr. Shannon Carroll

7/22/2021  
Date

Follett ISD

Jamie Copley  
Superintendent, Jamie Copley

8-6-21  
Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Sanford-Fritch ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Sanford-Fritch ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Sandford-Fritch ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Sanford-Fritch ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Sanford-Fritch ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Sanford-Fritch ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;



- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Sanford-Fritch ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.

5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Sanford-Fritch ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll

Vice President, Dr. Shannon Carroll

7/22/2021

Date

Sanford-Fritch ISD

Jim McClellan

Superintendent, Jim McClellan

8/15/2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Gruver ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Gruver ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Gruver ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Gruver ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Gruver ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Gruver ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Gruver ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
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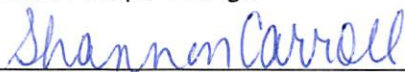


days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Gruver ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College



Vice President, Dr. Shannon Carroll



Date

Gruver ISD



Superintendent, Wade Callaway



Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Hartley ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Hartley ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Hartley ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Hartley ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Hartley ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Hartley ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;



- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Hartley ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.

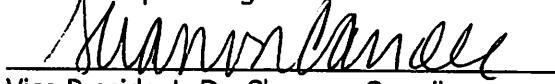
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Hartley ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

  
Vice President, Dr. Shannon Carroll

\_\_\_\_\_  
Date

Hartley ISD

  
Superintendent, Scott Vincent

9-15-21  
\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Hereford ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Hereford ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Hereford ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Hereford ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Hereford ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Hereford ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Hereford ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Hereford ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll

Vice President, Dr. Shannon Carroll

7/22/2021

Date

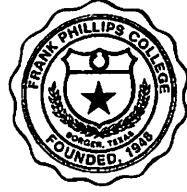
Hereford ISD

Sheri Blankenship

Superintendent, Sheri Blankenship

July 30, 2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Hereford ISD**  
**2021-2022**

**Addendum**

The following classes will be offered for the 2021 fall and 2022 spring semesters.

**Academic Classes**

- AGRI 1419 Introduction to Animal Science





**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Nazareth ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Nazareth ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Nazareth ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Nazareth ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Nazareth ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Nazareth ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Nazareth ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Nazareth ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll  
Vice President, Dr. Shannon Carroll

7/22/2021

Date

Nazareth ISD

Dr. Kara Sue Garlitz  
Superintendent, Dr. Kara Sue Garlitz

8/5/2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Perryton ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Perryton ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Perryton ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Perryton ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Perryton ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Perryton ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Perryton ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30



days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Perryton ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll  
Vice President, Dr. Shannon Carroll

7/22/2021  
Date

Perryton ISD

James Mireles  
Superintendent, James Mireles

8-4-2021  
Date





**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Spring Creek ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Spring Creek ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Spring Creek ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Spring Creek ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Spring Creek ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Spring Creek ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Spring Creek ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Spring Creek ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College



Vice President, Dr. Shannon Carroll

7/22/2021

Date

Spring Creek ISD



Superintendent, Mandy Poer

08.04.2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Spring Creek ISD**  
**2021-2022**

**Addendum**

The following classes will be offered for the 2021 fall and 2022 spring semesters.

**Academic Classes**

- ENGL 1301 Composition I
- PSYC 2301 General Psychology
- SPCH 1318 Interpersonal Communication
- MATH 1314 College Algebra
- GOVT 2305 Federal Government



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Plemons-Stinnett-Phillips CISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Plemons-Stinnett-Phillips CISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Plemons-Stinnett-Phillips CISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Plemons-Stinnett-Phillips CISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Plemons-Stinnett-Phillips CISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Plemons-Stinnett- Phillips CISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
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F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Plemons-Stinnett-Phillips CISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.

5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30



days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Plemons-Stinnett-Phillips CISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll

Vice President, Dr. Shannon Carroll

7/22/2021

Date

Plemons-Stinnett-Phillips CISD

Kent Torbert

Superintendent, Kent Torbert

8-2-2021

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Sunray ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Sunray ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Sunray ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Sunray ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Sunray ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Sunray ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Sunray ISD and College protocols.

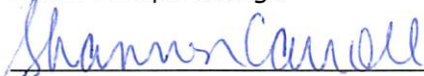
3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Sunray ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

  
Vice President, Dr. Shannon Carroll

7/22/2021  
Date

Sunray ISD

  
Superintendent, Marshall Harrison

8/2/21  
Date





**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Sunray ISD**  
**2021-2022**

**Addendum**

The following classes will be offered for the 2021 fall and 2022 spring semesters.

**Academic Classes**

- AGRI 1407 Agronomy
- AGRI 1419 Introduction to Animal Science
- SPCH 1318 Interpersonal Communications



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Texline ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Texline ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Texline ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Texline ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Texline ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Texline ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of



both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

- (1). Only College approved textbooks, syllabi, and course outlines, applicable to the courses when taught by the College or other instructional venues, shall apply to the courses available under this MOU. Students are required to use the textbooks selected for the course, follow the syllabus, and abide by all policies established by the college.
- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Teline ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, College shall review this MOU and ISD may renew this MOU on approval of College.
5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30

days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Texline ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College

Shannon Carroll

Vice President, Dr. Shannon Carroll

7/22/2021

Date

Texline ISD

Terrell Jones

Superintendent, Terrell Jones

8-9-21

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Wildorado ISD**  
**2021-2022**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Frank Phillips College (hereinafter referred to as "College"), and Wildorado ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Wildorado ISD are authorized by state law to establish and enter into agreements for dual credit programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The Frank Phillips College and Wildorado ISD alliance will function on the following principles:
  - a) Establish a mutually beneficial partnership between Frank Phillips College and Wildorado ISD that allows a flexible and creative response to the organizational, missions, and fiscal needs of both institutions.
  - b) Provision of rigorous college readiness, dual credit, technical and early college credit courses.
  - c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success
  - d) Shared use of personnel including counselors, librarians, facilitators, and qualified faculty that promotes services necessary for student success.
2. Scope of Agreement and Limitations of Authority: The Scope of the Agreement and the parties agree as follows:
  - A. Governance:
    - (1). Wildorado ISD will:
      - a. be governed by ISD and subject to ISD's state and federal policies; and
      - b. operate within the normal operating hours of the college during a regular school day.
    - (2). Frank Phillips College:
      - a. Will have the authority to implement:
        - [1]. governance
        - [2]. staffing
        - [3]. budget
        - [4]. student assessment, curriculum and scheduling;
        - [5]. professional development;

- [6]. access to school and student data for college students with permission of the College; and,
- [7]. parent and community involvement consistent with the mission and needs of the school.

B. Awarding Credit for Courses. The College will award credit for courses that have been agreed upon and have been approved. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with Texas Higher Education Coordinating Board requirements and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College. College shall have the following duties:

- (1). Involve full-time faculty who are teaching in the appropriate disciplines in overseeing College course selection and implementation in the high schools;
- (2). Ensure that course guidelines are followed;
- (3). Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (5). Designate personnel to monitor the quality of instruction in order to assure compliance with the agreed upon course outline based on the standards established by the State, applicable Accrediting Body, the College and ISD;
- (6). Employ all instructors, including those under a teaching contract with the ISD, as Frank Phillips College faculty with the responsibilities, requirements, and benefits of an adjunct faculty member.

D. Duties of ISD. ISD shall have the following duties:

- (1). Involve College Faculty who teach dual credit courses in design and implementation of these courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- (2). Pay the salaries of instructors employed by ISD who teach in the high school;
- (3). Ensure that all ISD high school courses are in the students' Individual Graduation Plan for Dual Credit; and
- (4). Support the College in the required training and professional development of teachers employed by FPC as adjunct faculty.

E. Faculty. Faculty will be provided by College and ISD.

- (1). Faculty provided by College:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.
- (2). Faculty provided by ISD:
  - a) must meet the College's academic requirements;
  - b) will teach College Dual Credit courses.

F. Classroom and Office Facilities.

- (5). High School students shall have access to instructional and non-instructional resources available on the campus of the College and, in keeping with the guiding principles enumerated earlier, the high-school campus.

G. Tuition and Fees. College will waive fees for High School students enrolled in College courses based on the courses agreed upon. The student and/or the ISD or a combination of

both shall be responsible for paying for any and all tuition. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.

H. Books and Supplemental Materials.

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- (2). All textbooks and supplemental materials required for classes, as determined by the agreed upon courses that shall be provided by ISD and/or the student.
- (3). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.

I. Recruitment and Enrollment of Students.

- (1). College will assist with recruitment, enrollment and retention, upon request, for all students who are qualified and wish to enroll in credit-bearing classes transcribed by Frank Phillips College.

J. Instructional Calendar. The college calendar and operational hours shall take precedence over the ISD calendar and operational hours as the schedule pertains to college classes.

K. Student Code of Conduct. Early College High School students, faculty and staff shall adhere to:

- (1). Policies of ISD;
- (2). Policies of the College; and
- (3). Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual

L. Media and Public Relations. Media and public relations regarding the student will be managed according to Wildorado ISD and College protocols.

3. Indemnification. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.
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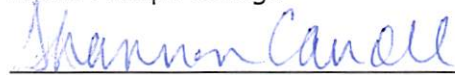


days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
7. Limitations of Authority:
  - A. Neither party has authority for an on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
  - B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Frank Phillips College and Wildorado ISD. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
  - C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
  - D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.
8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
10. Miscellaneous Provisions:
  - A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
  - B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all Federal, State, and local laws.
  - C. If the Texas Higher Education Coordinating Board adopts new guidelines or Early College High School programs during the term of this MOU, the new guidelines shall prevail.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Frank Phillips College



Vice President, Dr. Shannon Carroll

7/22/2021

Date

Wildorado ISD



Superintendent, Troy Duck

8/2/21

Date



**MEMORANDUM OF UNDERSTANDING**  
**Frank Phillips College and Wildorado ISD**  
**2021-2022**

**Addendum**

The following classes will be offered for the 2021 fall and 2022 spring semesters.

**Academic Classes**

- AGRI 1325 Marketing of Agricultural Products
- AGRI 1419 Introduction to Animal Science
- AGRI 2317 Introduction to Agriculture Economics