



MEMORANDUM OF UNDERSTANDING
Frank Phillips College and Spearman ISD
2024-2025

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 Spearman ISD, (hereinafter ISD), pursuant to the authority granted in compliance with section 29.908 of the Texas Education Code,

WHEREAS: Frank Phillips College and Spearman 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:** College and ISD alliance will function on the following principles:
 - a) Establish a mutually beneficial partnership between College and 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). 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). College will:
 - 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. Student Eligibility. The student must complete an application for attendance to Frank Phillips College and be accepted. The student must meet established entrance requirements at Frank Phillips as well as appropriate prerequisites for any course, including Texas Success Initiative rules and other mandates set forth by THECB for dual credit eligibility. TAC §4.54.

a. In addition to the rules outlined in TAC §4.54, the college recognizes that the following scores establish dual credit eligibility:

i. STAAR EOC Scores:

1. A student who achieves a minimum score of 4000 on the STAAR English II EOC shall be exempt from both reading and writing requirements.
2. A student who achieves a minimum score of 4000 on the STAAR Algebra I EOC AND a passing grade in Algebra II (C or better) shall be exempt from mathematics requirements.

ii. PSAT/NMSQT:

1. A combined score of 107 with a minimum of 50 on the reading and/or math test shall establish eligibility.
2. A minimum of 460 on the reading and writing test or minimum of 510 on the math test shall establish eligibility.

iii. PLAN:

1. A composite score of 23 with a minimum of 19 or higher in English and/or math shall establish eligibility.

C. Student Rights and Privacy. Dual credit students under the age of 18 enrolled in college courses are protected under The Family Education Rights and Privacy Act (FERPA).

D. 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.

E. 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.
- (7.) Transcript college credits upon completion of the course.

F. 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.
 - (5.) Transcript high school credit upon completion of the course.
- G. 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
- H. 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.
- I. Composition of Class. Dual credit classes can be composed of dual credit students only or a combination of dual and college credit students. High school credit only and college credit students can be mixed under the following circumstances:
- (1). If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
 - (2). If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
 - (3). If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
- J. Tuition and Fees. College will charge a tuition fee of \$55 per credit hour. Students qualifying for FAST shall not pay tuition. The student and/or the ISD or a combination of both shall be responsible for paying for any and all tuition and fees. Students may apply for college scholarships for which they are qualified. The college does not guarantee students will receive college scholarships.
- K. FAST Tuition and Fees. College shall participate in the Financial Aid for Swift Transfer (FAST) Program. Under the FAST Program, FAST eligible students are eligible to enroll at no cost to the student in dual credit courses at the college.
- L. FAST Student Eligibility. College does not determine FAST student eligibility. A student is eligible under the FAST program if the student (1) is a high school student in ISD enrolled in a dual credit course at FPC, and (2) was educationally disadvantaged at any time during the four years preceding the student's enrollment in the dual credit course. Eligibility is confirmed by the Texas Higher Education Coordinating Board (THECB) which is based on data provided from ISDs to the Texas Education Agency (TEA).

M. 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 will use free or low-cost open educational resources when possible.
- (4). College approved textbooks purchased by ISD may be used for the time period consistent with local College practices.
- (5). FAST students will not pay for books, fees, or other educational materials.
- (6). All textbooks and supplemental materials required for classes shall be paid for by the College.

N. Recruitment and Enrollment of Students.

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

O. 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.

P. Student Code of Conduct. Dual credit 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

Q. Media and Public Relations. Media and public relations regarding the student will be managed according to 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

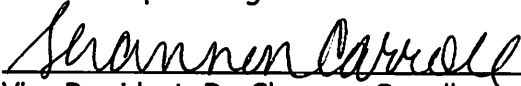
days to cure the breach. If this MOU is terminated during an academic term, students enrolled in classes under this MOU will be allowed to finish their coursework and receive appropriate course credit.

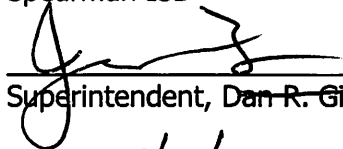
- 6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.
- 7. Limitations of Authority:
 - A. Neither party has authority for or on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights 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 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 statues, 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
7/30/2021
Date

Spearman ISD

Superintendent, Dan R. Gist *James Hayman*
08/05/2024
Date