



MEMORANDUM OF UNDERSTANDING
Frank Phillips College and Spearman ISD
2026-2027

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.
- C. Academic Probation Policy. Dual credit students must maintain a minimum semester GPA of 2.0. Students who fall below this requirement will be placed on academic probation for the following semester and must raise their GPA to 2.0 or higher. Failure to do so will result in a hold on their account, preventing enrollment until they have sat out one full semester, after which they may re-enroll.
- D. 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).
- E. 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.
- F. Texas College Bridge. The College will recognize successful completion of Texas College Bridge English and/or Mathematics course(s) as evidence of college readiness for placement purposes upon high school graduation, in accordance with Texas Higher Education Coordinating Board (THECB) guidelines and the College's placement policies. Completion of the Texas College Bridge program does not meet eligibility requirements for enrollment in dual credit courses at the College. Upon high school graduation and subsequent enrollment at the College, students who have successfully completed the Texas College Bridge course(s) will receive a TSI exemption in the corresponding subject area(s), as permitted by THECB.
- G. 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.
 - (8) Shall notify both the student and the ISD of the student's academic probation status in a timely manner.

- H. 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.
- I. 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
- J. 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.
- K. 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.
- L. Tuition and Fees. 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.
- M. 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.
- N. 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).

O. 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 required textbooks and supplemental materials for FAST students shall be paid for by the College.

P. 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, as transcribed by Frank Phillips College.
- (2) 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.
- (3) Student Code of Conduct. Dual credit students, faculty and staff shall adhere to:
 - a. Policies of ISD
 - b. Policies of the College; and
 - c. Policies in the ISD Board of Trustees Policies and Administrative Procedures Manual
- (4) Media and Public Relations. Media and public relations regarding the student will be managed according to ISD and College protocols.

Q. TSI Assessment Administration.

- (1) Authorization for TSI Administration. The College authorizes ISD to administer the Texas Success Initiative (TSI) Assessment on its behalf. This authorization is contingent on ISD following all applicable guidelines set forth by the College, the Texas Higher Education Coordinating Board (THECB), and College Board.
- (2) Roles and Responsibilities. ISD shall designate qualified personnel to serve as TSI proctors. The ISD will also oversee student registration for the TSI Assessment, ensure appropriate testing materials are available, and share results with the College through approved secure methods. The College will provide technical support and guidance for registration, administration, and score interpretation as needed.
- (3) Test Security Protocols. ISD agrees to uphold and enforce all test security protocols as required by College Board and THECB, including securing test materials, ensuring the integrity of the testing environment, and reporting any suspected testing irregularities immediately to the College.
- (4) Billing and Cost Agreements. The costs associated with TSI testing shall be determined based on mutual agreement between the parties. These costs may be paid by the ISD, the student, or invoiced by the College, with specific arrangements made clear prior to administration.

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 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.

This agreement shall become effective when signed by both parties.



Dr. Shannon Carroll
Executive Vice President of Academic Affairs
Frank Phillips College

7/6/2026

Date



Superintendent
Spearman ISD

7/14/26

Date



MEMORANDUM OF UNDERSTANDING
Frank Phillips College and Spearman ISD
Addendum

The following courses may be offered for dual credit through Frank Phillips College. Actual course offerings are determined each semester based on instructor availability, enrollment demand, and program needs. Not all courses listed will be offered each semester.

Academic Classes

- AGRI 1325 Marketing of Agricultural Products
- AGRI 1407 Agronomy
- AGRI 1419 Introductory to Animal Science
- AGRI 2317 Introduction to Agricultural Economics
- ANTH 2346 General Anthropology
- ARTC 1305 Basic Graphic Design
- ARTS 1301 Art Appreciation
- ARTS 1303 Art History I
- ARTS 1304 Art History II
- BCIS 1305 Business Computer Applications
- BIOL 1322 Nutrition and Diet
- BIOL 1406 Biology for Science Majors I
- BIOL 1407 Biology for Science Majors II
- BIOL 1408 Biology for Non-Science Majors I
- BIOL 1409 Biology for Non-Science Majors II
- BIOL 2401 Anatomy and Physiology I
- BIOL 2402 Anatomy and Physiology II
- BUSI 1301 Business Principles
- BUSI 2301 Business Law
- CHEM 1405 Introduction to Chemistry I
- CHEM 1407 Introduction to Chemistry II
- CHEM 1411 General Chemistry I
- CHEM 1412 General Chemistry II
- CRIJ 1301 Introduction to Criminal Justice
- CRIJ 1306 Court Systems and Practices
- CRIJ 1310 Fundamentals of Criminal Law
- CRIJ 2314 Criminal Investigation
- ECON 2301 Principles of Macroeconomics
- ECON 2302 Microeconomics
- EDUC 1100 Learning Frameworks
- EDUC 1301 Introduction to the Teaching Profession

- EDUC 2301 Introduction to Special Populations
- ENGL 1301 Composition I
- ENGL 1302 Composition II
- ENGL 2311 Technical Writing
- ENGL 2326 American Literature
- ENGL 2332 World Literature I
- ENGL 2333 World Literature
- ENGL 2341 Forms of Literature
- GEOL 1403 Physical Geology
- GEOL 1404 Historical Geology
- GOVT 2305 Federal Government
- GOVT 2306 Texas Government
- HIST 1301 US History I
- HIST 1302 US History II
- HIST 2301 Texas History
- HIST 2311 Western Civilization
- HITT 1305 Medical Terminology
- HUMU 1315 Fine Arts Appreciation
- KINE 1306 First Aid
- KINE 1346 Drug Use and Abuse
- KINE 1308 Sports Officiating
- MATH 1314 College Algebra
- MATH 1316 Plane Trigonometry
- MATH 1324 Mathematics for Business and Social Sciences
- MATH 1325 Calculus for Business and Social Sciences
- MATH 1342 Statistics
- MATH 2312 Pre-Calculus
- MATH 2413 Calculus I
- MATH 2414 Calculus II
- PHYS 1415 Physical Science I
- PHYS 1417 Physical Science II
- PSYC 2301 General Psychology
- PSYC 2314 Lifespan Growth & Development
- PSYC 2315 Psychology of Adjustment
- SOCI 1301 Introduction to Sociology
- SPAN 1411 Beginning Spanish I
- SPAN 1412 Beginning Spanish II
- SPAN 2311 Intermediate Spanish I
- SPAN 2312 Intermediate Spanish II
- SPAN 2313 Spanish for Native/Heritage Speakers I
- SPAN 2315 Spanish for Native/Heritage Speakers II
- SPCH 1311 Speech Communication
- SPCH 1315 Public Speaking
- SPCH 1318 Interpersonal Speech

Workforce Classes

- 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

- DEMR 1301 Shop Safety
- DEMR 1305 Basic Electrical Systems
- DEMR 1316 Basic Hydraulics
- DEMR 1323 HVAC
- DEMR 1306 Diesel Engine I
- DEMR 1310 Diesel Engine & Repair
- DEMR 1317 Brake Systems
- DEMR 1342 Power Train Application I

- 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