



## MEMORANDUM OF UNDERSTANDING

2020-2021 (FY 21)

Temple College and Taylor Independent School District

Temple College (herin called TC) and Taylor ISD (herin called TISD) enter the following contract on the behalf of Legacy Early College High School (herin called Legacy ECHS) as of June 1, 2020 and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the purpose of this agreement is for the continuation of the current Legacy ECHS program, TISD will continue to operate Legacy ECHS.

WHEREAS the purpose of this agreement is to outline the collaboration of the partners, as listed above, in sustaining the Early College High School serving grades 9-12 for TISD that *will* provide Dual Credit College courses to traditionally underserved high school students for whom a smooth into postsecondary education is now problematic, including low-income or economically disadvantaged students, students at-risk of not graduating, first time college-goers, traditionally under-represented students in college, English language learners, and students for whom the cost of college is prohibitive.

WHEREAS Early College High Schools are small schools where the ECHS students are provided the opportunity to graduate with an associate degree, earn 60 semester credit hours toward a baccalaureate degree, or complete the entire Texas Higher Education Coordinating Board (THECB) core curriculum, TISD will add a cohort of approximately 50 ninth grade students annually.

WHEREAS Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at Legacy ECHS, students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. A majority of the students graduating from Legacy ECHS will enter post-secondary education and or training with significant advanced standing.

NOW THEREFORE, the parties to this Memorandum of Understanding mutually agree as follows:

### 1) TERM

- a) The term of this agreement shall commence June 1, 2020 and will be automatically renewed annually unless substantive modifications need to occur or notice of withdrawal or dissolution is given under the terms of this Agreement. This agreement will be reviewed annually by the P-16 Leadership Team at a regularly scheduled quarterly or called meeting.

### 2) GOVERNANCE

- a) Legacy ECHS will have a current, signed MOU that defines the partnership between TISD and TC.
- b) The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district (TISD) and college policies and requirements.
- c) Legacy ECHS is led by a principal who is dedicated to the school. The principal of Legacy ECHS will be selected by and report to TISD superintendent.
- d) TISD will assist in the collection and disaggregation of Legacy ECHS data from school-wide data in order to show outcomes specific to Legacy ECHS.
  - i. Attendance rate.
  - ii. Percent of total students enrolled in and completing dual credit college courses.
  - iii. Number of credits accumulated through dual credit by grade level.
  - iv. Percent of students meeting or exceeding State assessment standards.
  - v. Achievement gap(s) on exit-level EOC for economically disadvantaged students.



- vi. Percent of students taking and scores attained on ACT/SAT/PSAT.
  - vii. Percentage of students who meet Texas Success Initiative Higher Education Readiness Component Standards in English/Language Arts, Writing, and Mathematics.
  - viii. Number and percentage of students progressing to the next grade by the end of the school year.
  - ix. Grade Point Average(s).
  - x. 4-year graduation rate.
  - xi. 5-year graduation rate.
  - xii. Percent of graduates enrolling in a Texas college or post-secondary institution.
  - xiii. Qualifications of ECHS staff.
- e) The compiled Legacy ECHS data will be made available to TC and to the Texas Education Agency (TEA) annually.
- f) Legacy ECHS will be supported by an active partnership between TISD and TC that will include joint decision-making procedures that allow for the planning and implementation of a coherent program across institutions. The Legacy ECHS P-16 Leadership Team will serve as a leadership team that includes high-level personnel with decision-making authority who meet at least quarterly.
- g) This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party.
- h) Legacy ECHS will demonstrate a commitment to substantial parental and community involvement in strategies and activities designed to encourage high school completion and success by developing the Legacy Campus Education Improvement Committee (CEIC).
- i) P-16 Leadership Team
- i. A Legacy ECHS P-16 Leadership Team comprised of representatives of TISD and TC will meet at least quarterly (or as needed) in order to facilitate communication, to evaluate instructional and programmatic activities, to identify issues and challenges, to make recommendations, and to enhance collaboration. Specifically, the advisory committee will meet in order to:
    - 1) Develop and implement academic and professional procedures.
    - 2) Develop and implement budgets and financial procedures.
    - 3) Supervise annual evaluation of the program and effectiveness of the collaboration.
    - 4) Ensure adherence to state and federal regulations.
    - 5) Review annually the MOU: and to suggest revisions as necessary.
    - 6) Develop annual reports to TISD and TC boards that provide data, highlight successes, and outline plan(s) for improvement.
  - ii. Establish sustainability infrastructure to address and minimize challenges related to staff turnover.
  - iii. Meeting minutes and agendas shall be publically available.
  - iv. Members of the Legacy ECHS P-16 Leadership Team will include:
    - 1) TISD Representatives: Superintendents, or their designee with decision-making authority, Legacy ECHS principal, and counselor (as needed).
    - 2) TC Representatives: President (or designee with decision-making authority), Vice President of Educational Services, Vice President of Academic Affairs and or other ECHS liaison team members (in addition to those listed: Dual Credit Executive Director and Legacy SES coordinator, as needed).
- j) Legacy Campus Educational Improvement Committee (CEIC)
- i. The Legacy CEIC chaired by the Legacy ECHS Principal will meet once every nine weeks (as needed) in order to discuss implementation issues within the school and make recommendations to the Legacy ECHS Principal regarding policies, practices, and procedures at Legacy ECHS. Meeting minutes and agendas shall be publically available.



- ii. Members of the CEIC will include a minimum of:
  - 1) A Legacy ECHS teacher.
  - 2) A Non-teaching professional campus level.
  - 3) Non-teaching professional district level.
  - 4) A Legacy ECHS parent.
  - 5) A Legacy ECHS student.
  - 6) Two community members.
  - 7) The Legacy ECHS principal will Chair the CEIC.

### 3) PROVISION OF COURSES

- a) TISD and TC will collaborate to ensure that Legacy ECHS provides a course of study that allows enrolled Legacy ECHS students to earn a high school diploma and have the opportunity to graduate with an associate degree, earn 60 semester credit hours toward a baccalaureate degree, or complete the entire THECB core curriculum. The academic plan will provide pathways to a baccalaureate degree and must follow the courses and or fields of study listed in the Lower Division Academic Course Guide Manual (ACGM) and or the Workforce Education Course Manual (WECM). (See Appendix 1 for approved Crosswalk).
- b) Legacy ECHS students will be assigned an academic advisor by Legacy ECHS who will monitor the students' progress in their college courses.
- c) In compliance with *Family* Educational Rights and Privacy Act (FERPA), TC may release educational records information of Legacy ECHS students to the TISD Superintendent, Legacy ECHS Principal, and Legacy ECHS Counselor after the student has granted written permission for release of their educational records.
- d) Academic support and enrichment opportunities:
  - i. Legacy ECHS will provide opportunities for students to participate in college visits and activities to foster a distinct college-going culture.
  - ii. Legacy ECHS will provide a personalized learning environment and student academic support services including, but not limited to afterschool tutoring, open lab time, and mentoring to maximize student success.
  - iii. All Legacy ECHS students will participate in Legacy ECHS taught college readiness courses that stress the skills and knowledge needed for college success, the college registration process, scholarship application, and understanding GPA's and transcripts.
  - iv. Legacy ECHS will provide social and emotional support services to students through structured advisory time, personalized learning communities, academic advising, and mentoring.
  - v. Legacy ECHS will use Career Cruising along with other strategies to address college and career counseling.
  - vi. Legacy ECHS will support the implementation of a structured leadership/community service program that will allow students to participate in service-learning opportunities throughout the Taylor and surrounding communities.
  - vii. Legacy ECHS will build opportunities into the program of study for students to have regular access to TC facilities, resources, and services, such as college faculty, student enrollment services coordinators, libraries, science labs, technology and writing centers, artistic, cultural, and other enrichment activities as appropriate.

### 4) COURSE COMPLIANCE

- a) TISD and TC will seek designation as an Early College High School from the TEA and the THECB.
- b) TC is responsible for involving full-time teaching faculty in the process of selecting and implementing college courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where college courses are offered. TC will designate staff personnel to



monitor the quality of instruction in order to assure compliance with the standards established by the State, applicable Accrediting Body, TC, and TISD.

- c) TC will make a concerted effort to provide in-person instruction for college course requests based on cost and available instructor resources. In the event that TC is unable to meet a particular college course request, any alternative solution(s) will be explored jointly by a representative of TC and the Legacy ECHS principal and presented for review and approval by TISD and TC.

## 5) ENROLLMENT

- a) The Texas Success Initiative Assessment (TSIA) college placement exam may be administered under either TC's or TISD's College Board License Agreements. TC acceptance of TSI Assessment scores from Legacy ECHS students taking tests administered by TISD will be dependent on signing and adhering to all TC testing requirements specified in the TC TSI Assessment Memorandum of Understanding.
- b) All students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's *Board Policy for Student Admissions*. School District partners will work with the College to make certain that all dual credit students are enrolled by the first day of classes to help ensure student success and will comply with the College Admission and Registration Timeline.
- c) Students must meet the minimum scores on the placement exams required by TC and the THECB.
- d) Legacy ECHS will pay for the cost of additional tests as necessary.
- e) Students will be enrolled in Legacy ECHS and dual credit college courses for both high school and college graduation credit and will not be required to pay for tuition, fees (See Section 9: Tuition and Fees), or textbooks (See Section 10: Textbooks and Supplemental Instructional Materials).
- f) Mixed Class Exceptions:
  - i. 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.
  - ii. If the high school credit-only students are College Board Advanced Placement students.
  - iii. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credits. If the School District enrolls Non-Dual Credit high school students in a Dual Credit course, the School District must submit a Course Exception Report Memorandum to the College by Census Day. The report will include the name of the students, students' ID numbers (A#), the applicable exception and justification. The School District will send a notification to students that they have been enrolled in the class for high school credit only and will not receive college credit.
- g) Student attendance will be collected and reported by Legacy ECHS staff to the appropriate district attendance clerk. Legacy ECHS students will follow the Legacy ECHS district handbook on state attendance requirements dealing with Compulsory Attendance and Attendance for Credit.
- h) Students enrolled in TC Dual Credit College courses will be held to the TC attendance/participation policy found in the TC Student Handbook for college accounting purposes.

## 6) INSTRUCTORS, FACULTY, AND ADMINISTRATION

- a) All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by Temple College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by Temple College prior to teaching dual credit courses. TISD shall include a representative of Temple College on the hiring committee to interview qualified dual credit instructors. The same credentialing and hiring process used by Temple College will apply for all dual credit faculty used for College faculty teaching regular credit courses. TISD is encouraged to hire



academic Master's credentialed faculty for all high school credit only courses and future college courses to support sustainability of Legacy ECHS.

- b) TISD will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers with the necessary academic requirements or instructors approved by the College. TISD is highly encouraged to hire teachers approved by TC as adjunct instructors to teach dual credit courses. TISD is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with TC.
- c) Instructors' dual credit classes may include both ECHS and traditional dual credit students. Dual credit students constitute those in traditional dual credit and ECHS courses.
- d) At the end of each semester, ECHS faculty must submit the final grades in TC's self-service reporting system and notify the Executive Director, Dual Credit & High School Partnerships of submission by the final grades deadline.
- e) To adhere to the requirements as outlined in House Bill 2504 ("HB2504"), the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.
- f) Evaluation of Legacy ECHS staff members will be the responsibility of TISD.
- g) TISD will pay the salary of high school teachers who teach at Legacy ECHS.
- h) TC will pay the salary of TC hired instructors who teach a dual credit college course at the East Williamson County Higher Education Center (EWCHEC)-Taylor.

#### 7) PROFESSIONAL DEVELOPMENT AND STAFF SUPPORT STRUCTURES

- a) Legacy ECHS and TC shall provide professional development opportunities for their own respective teachers or higher-education faculty and other personnel as needed.
- b) Legacy ECHS teachers will be provided school and guidance using internal instructional coaches, teacher mentoring, and professional development.
- c) When appropriate, Legacy ECHS teachers and staff, TC faculty and or other TC personnel shall create and or participate in professional development opportunities, which may include but not be limited to leadership, planning, instruction, classroom management, student engagement, instructional technology, or intervention strategies.
- d) Any crossover professional development and or other collaboration(s) involving Legacy ECHS teachers and TC Faculty or other respective personnel must be coordinated by the Legacy ECHS principal and the TC ECHS liaison through and with the approval from the appropriate TC Division Directors or Department Chairs or Directors.

#### 8) LEGACY ECHS AND TC ORGANIZATION AND FACILITIES

- a) Legacy ECHS is an autonomous high school that is located at the James L. Dickey Education Center. The facility includes core learning classrooms as well as administrative and student support areas.
- b) TISD and TC agree to a "shared usage", without cost, of designated rooms, the coordination of which will be the responsibility of the Legacy ECHS Principal, TC ECHS Liaison and or other TISD or TC designated personnel.
- c) Legacy ECHS and TC will provide its own office equipment. Personal property shall be portable and not become a fixture permanently adhering to the floors, ceiling, walls, or the building.

#### 9) TUITION AND FEES

- a) Students enrolled in Legacy ECHS courses that are required for high school and or college credit will not be required to pay for tuition, fees, or required textbooks and supplemental materials.
- b) Payment for dual enrollment courses will be made by the District by requisition.
- c) TC courses taken by ECHS students will be charged a rate pronounced in Addendum A. In addition, TC reinstatement fee, 3-peat fees, and/or lab fees may apply.
- d) TC agrees to reduce dual credit tuition/fees for a maximum of 50 students per Legacy ECHS cohort.



- e) TISD will provide TC with a cohort list of tenth graders each year that coincides with the official Texas snapshot submission date. TISD will reimburse TC for dual credit college courses at the agreed upon Legacy ECHS credit rate. TISD will be charged at the district dual credit rate for any students who enter Legacy ECHS after the tenth-grade cohort list has been submitted.

#### 10) TEXTBOOKS AND SUPPLEMENTAL INSTRUCTIONAL MATERIALS

- a) TISD will cover the cost of all college-level textbooks and supplemental materials for Legacy ECHS students enrolled in college classes. Legacy ECHS officials will make sure all Legacy learners have all required textbooks, access codes, and supplemental school materials on the first day of Legacy ECHS and TC classes.
- b) TC will address textbook related costs (including “access” codes) and multi-year usage guidelines through the TC Board of Trustees approved Textbook Adoption policy.
- c) TC will provide Legacy ECHS with a list of textbooks needed six weeks prior to the start of each semester.

#### 11) TRANSPORTATION

- a) TISD will provide transportation for all TISD students outside the two-mile zone of Legacy ECHS and within the boundaries of TISD.

#### 12) INSTRUCTIONAL SCHEDULE AND CALENDAR

- a) Legacy ECHS will follow a modified yearly calendar that blends the TC instructional calendar with the TISD school calendar.
- b) Legacy ECHS students enrolled in high school classes will follow the modified Legacy ECHS instructional calendar.
- c) All dual credit college and ECHS high school courses will follow an approved TC instructional academic calendar. Legacy ECHS students will be expected to attend regularly scheduled TC college courses even if Legacy ECHS is not in session.
- d) Legacy ECHS will be responsible for all administration of K-12 state examinations. Legacy ECHS will coordinate test date schedule notification with TC prior to state test.
- e) Legacy ECHS learners taking dual credit college classes are responsible for coordinating state-mandated testing absences with TC faculty in advance according to TC policy and are to make arrangements for class work that may be missed or due upon return to class.
- f) Legacy ECHS will follow TEA guidelines in assisting students in the development of a 4-year plan.
- g) Legacy ECHS will develop and annual master schedule of high school and requested courses the will be submitted to TC to assist with scheduling of fall and spring semester college course offerings.

#### 13) GRADING

- a) Numeric grades earned in dual credit college courses will be transcribed and calculated into the student’s high school grade point average and class rank based on TISD policy.
- b) TC will provide Legacy ECHS both numerical and letter intermediate-semester (status at week 10 of the semester) and final grades for Legacy ECHS students for the purpose of academic intervention and or calculating district end of term GPAs.
- c) Dual credit college course final grades will be made available to TISD by TC within one week after the end of college semester.
- d) TC will ensure the credit for dual credit college courses taken by Legacy ECHS students will be notated on the transcript upon completion of each semester according to policy and procedures outlined by the TC Office of the Registrar.
- e) The standing of a student in a TC course is expressed by grades earned as outlined in the course syllabus. There are eight grades: A, B, C, D, F, W, XF, AND I. It is necessary to secure a grade of at least a D to pass a college course. A grade of D may not transfer to all four-year colleges of universities.



#### 14) STUDENT RECRUITMENT AND SELECTION

- a) To secure the broadest applicant pool possible, Legacy ECHS will begin to recruit qualified eighth-grade students in January of each year. A recruitment team will be comprised of the Legacy ECHS principal, counselor, and staff. This process will include the following activities:
  - i. Creation of a Legacy ECHS website that provides recruitment and admission information.
  - ii. Distribution of recruitment/admission packets to middle school students and parents.
  - iii. Meetings with Taylor and Coupland Middle School counselor(s) to introduce and explain the concept of Legacy ECHS.
  - iv. TC and TISD will co-present at student/parent meetings open to the public explaining the opportunities for early college high school.
  - v. Presentation of recruitment and admission information in a bilingual mode.
- b) Criteria for admission to Legacy ECHS will allow 8<sup>th</sup> and 9<sup>th</sup> grade students to apply.
- c) Legacy ECHS will target and enroll students who are at risk and English language-learners, as defined by Public Education Information Management System (PEIMS), as well as economically disadvantaged, traditionally underrepresented college-goers, and or first-generation college goers. Should the number of students wishing to attend exceed available spaces, admission will be based on students meeting the target criteria listed above. Legacy ECHS serves approximately 50 students per grade level, grades 9-12.

#### 15) MEDIA AND PUBLIC RELATIONS

- a) Media and public relations regarding Legacy ECHS will be managed according to TISD and TC protocols.

#### 16) CONDUCT

- a) Legacy ECHS students are required to adhere to TISD and TC regulations regarding facilities, equipment usage, policies governing student conduct and responsibilities, and codes of conduct. Failure to do so will be subject to appropriate action by TISD and or TC.

#### 17) SAFETY

- a) If any Legacy ECHS student, teacher, or administrator should experience an accident or sudden illness while on the premises owned by TISD or used by TC, the response to such incidents will be based on operating TISD and or TC regulations, guidelines, and procedures respectively.

#### 18) PERFORMANCE EVALUATION AND PROJECT REPORTING

- a) TISD and TC will evaluate the effectiveness of the collaboration each academic year during a designated quarterly or called Legacy ECHS P-16 Leadership Team meeting. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all applicable Federal and State guidelines for the evaluation of K-12 schools, in addition to any other evaluative guidelines established for the program.
- b) An annual report and other reports, as required, will be prepared and submitted to the TEA on the progress of Legacy ECHS. The report will be provided to participating partners and others as deemed appropriate.
- c) TISD and TC will collaborate to implement a longitudinal tracking progress to follow students after they exit the Legacy ECHS program and enter college using the statewide database.

#### 19) FISCAL AGENT

- a) TISD (the district in which Legacy ECHS is physically located) will serve as the fiscal agent for the purpose of this Memorandum of Understanding.

#### 20) BUDGET

- a) A budget has been developed by TISD that covers maintenance and operational costs, including but not limited to TISD teachers, staff, and materials.





- b) TISD will cover the cost of all college-level textbooks and supplemental materials for Legacy ECHS students.
- c) TISD will support Legacy ECHS' day-to-day operational costs, including administrative and staff salaries, facility, and other school-related expenditures.
- d) TISD will provide computer equipment, network, and software needs for Legacy ECHS.

## 21) SUSTAINABILITY

- a) TISD will provide local funds for instructional, administrative, professional development, and maintenance of district-owned facilities.

## 22) RESPONSIBILITIES OF THE PARTNERS

### a) Duties of TISD - TISD agrees to:

- i. Collaborate with TC officials in the design and execution of challenging and innovative instructional programs including early college and or dual credit college courses, scheduling of high school and college classes, recruitment of eligible students, program evaluation, and marketing of the partnership.
- ii. Involve appropriate TC Division or Department personnel in the assessment of dual credit college courses to assure that course goals enable students to master the Texas Essential Knowledge and Skills.
- iii. Collaborate with TC to fulfill all principles of partnership guidelines in the offering of Legacy ECHS classes.
- iv. Collaborate with TC to fulfill all Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and Texas Higher Education Coordinating Board requirements.
- v. Will provide transportation to and from Legacy ECHS to meet the needs of student scheduling (See Section 11 Transportation).
- vi. Will keep TC informed on construction plans and timelines that impact shared space.
- vii. Provide computer equipment, network and software needs for Legacy ECHS.
- viii. Abide by TC and TISD rules and regulations regarding building use, security, and students' rights and responsibilities.
- ix. Collaborate with TC officials on all matters pertaining to students' responsibilities, rights, safety, and insurance.

### b) Duties of TC – TC agrees to:

- i. Collaborate with TISD and Legacy ECHS principal, in the design and execution of challenging and innovative instructional programs for Legacy ECHS; scheduling of dual credit college courses; recruitment of eligible students, program evaluation; and marketing of the partnership.
- ii. Collaborate with TISD to fulfill all SACSCOC and THECB requirements.
- iii. Collaborate with TISD and Legacy ECHS Principal to offer the dual credit college courses listed on the crosswalk approved by both institutions and that are needed to fulfill TEA graduation requirements.
- iv. Collaborate with TISD and Legacy ECHS on future building plans and funding arrangements for the agreed upon shared space by Legacy ECHS and TC.
- v. Provide Legacy ECHS teachers, staff, and students with college ID cards at no charge.
- vi. Allow all Legacy ECHS students taking dual credit college courses the same access to services and facilities as traditional TC students, including but not limited to, the use of classrooms, labs, offices, parking, library, computer labs, study rooms, community rooms, and lounge rooms.
- vii. Support TISD in scheduling to lock or unlock the building and rooms to provide access to the EWCHEC Taylor facilities.
- viii. Provide the same level security services for the Legacy ECHS students and staff as TC traditional students and staff.
- ix. Collaborate with TISD and Legacy ECHS officials on all matters pertaining to students' responsibilities, rights, safety, and insurance.





- x. Collaborate with TISD to track Legacy students who continue their education at a 4-year university and track 4-year college graduation rates.

23) REGULATORY REQUIREMENTS

- a) All Legacy ECHS teachers and administration, as well as any other party connected to the program, must comply with regulations regarding the report of any all alleged child abuse, school-related crimes, and sexual molestation.

24) COMPLIANCE WITH LAWS

- a) All signatories to the Memorandum of Understanding will be responsible for complying with applicable federal, state, and local laws, rules, and mandatory policies and guidelines.

25) INSURANCE AND INDEMNIFICATION

- a) To the extent authorized by law, in consideration of the performance by all parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims, debts from either.
- b) Claimed or actual defects in premises owned by the other party and used in the performance of this agreement.
- c) Any acts or omissions of the other party, its agents, servants, or employee in the performance of this MOU controlled by TISD and used in the performance of this agreement.
- d) Any acts or omissions of TISD, its agents, servants or employees, in the performance of this MOU.

26) MODIFICATION OF THE AGREEMENT

- a) This Memorandum of Understanding may be modified and amended only by mutual agreement of the parties in writing, and any such modification or amendments shall be attached and become a part of this collaboration as is set forth herein.

27) ENTIRE AGREEMENT

- a) This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended Early College High School MOU ISD 2020-2021 or altered except by a subsequent writing signed by authorized representatives for each respective party. Services agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of the MOU shall prevail.

28) TERMINATION OF THE AGREEMENT

- a) TISD and TC reserve the right to terminate this Memorandum of Understanding upon serving written notice to all parties. In this event, the date of termination will be at the close of the Legacy ECHS school year.

29) PROVISIONS OF DISCONTINUING OPERATIONS

- a) The partners agree to the following provisions:
  - i. The 10<sup>th</sup> grade cohort will continue operation through that cohort's scheduled graduation from Legacy ECHS.
  - ii. All other cohorts will be transitioned back to their home campuses.
  - iii. In the event that Legacy ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in Legacy ECHS.



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President, Temple College

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Chair, Board of Trustees, Temple College

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Superintendent, Taylor ISD

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President, Board of Trustees, Taylor ISD