

**Facilities Use Agreement
Tarrant County College District
Arlington Independent School District
Tarrant County College-Southeast /Arlington ISD PTECH Bowie High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and ARLINGTON INDEPENDENT SCHOOL DISTRICT ("AISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College Southeast / Arlington ISD PTECH ("ECHS") Bowie High School and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Arlington Independent School District PTECH Early College High School Program ("MOU"), dated as of February 1, 2021 entered into by and between the parties hereto;

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

1) Use of Facilities:

- AISD will house an early college high school facility within Bowie High School, 2101 Highbank Dr., Arlington TX, 76018. Operations will commence as of August 1, 2021.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the AISD. All other purposes will require the prior written consent of AISD.
- By the beginning of the Spring semester of each academic year, AISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's Southeast Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment:

- AISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the

ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy AISD standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees, or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. AISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
 - AISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.
- 3) **Maintenance:**
- Maintenance/Custodial responsibilities will be that of AISD and shall be to the same standard and intervals as other AISD campuses.
- 4) **Utilities:**
- AISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
 - AISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
 - The ECHS facility, students, staff and faculty shall have access to the AISD's communications and technology services as they are constituted from time to time, subject to the application of the AISD's Acceptable Use Guidelines as they are promulgated from time to time.
 - AISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.
- 5) **Insurance:**
- AISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by AISD. The foregoing insurance and any other insurance carried by AISD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of AISD and under the AISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
 - TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property

insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCO shall provide AISD with a certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) Ingress, Egress, Access, and Parking:

- AISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by AISD.
- AISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per AISD policy, as it exists from time to time.
- Upon confirmation with TCCD, AISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with AISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of AISD.

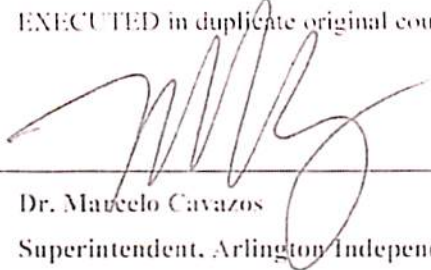
7) Safety and Health:

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by AISD, pursuant to AISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) Expiration or Termination:

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to AISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, AISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, AISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

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


_____ (SWD) 10-29-20
Date
Dr. Marcelo Cavazos
Superintendent, Arlington Independent School District

Eugene Giovannini, Ed.D. 01/25/2021
Date
Dr. Eugene Giovannini
Chancellor, Tarrant County College District

Approved as to Form: /s/ Scott Thomas _____
ISD Legal Services Date

Approved as to Form: Card Ware Bracken 1.13.21
TCCD Legal Services Date

**Operations Manual
Tarrant County College District
Arlington Independent School District
Tarrant County College-Southeast / Arlington ISD PTECH Bowie High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Southeast Campus ("TCCD") and ARLINGTON INDEPENDENT SCHOOL DISTRICT ("AISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of February 1, 2021 entered into by and between the parties hereto;

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

1. Safety and Health:

- AISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty, and staff with standard TCCD identification badges.
- AISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- AISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the AISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- AISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- AISD shall be responsible for required criminal background checks (AISD system) of all personnel, whether AISD, TCCD or contract custodial. Charges associated with such background checks will be borne by AISD.

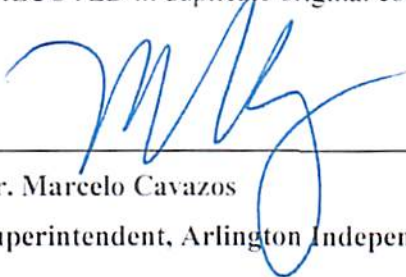
2. Operations:

- AISD shall ensure that attendance and grades are correctly and timely entered in AISD's administrative software.
- TCCD shall ensure that grades for college courses are timely and correctly entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or readers, and to the extent the

AISD elects to provide students with such equipment, AISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.

- **AISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.**
 - **ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.**
- 3. Expiration of Termination:**
- **Expiration or earlier termination of the MOU shall automatically terminate this OM.**

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



Dr. Marcelo Cavazos *(SJT)*
Superintendent, Arlington Independent School District

10-29-20
Date

Eugene Giovannini, Ed.D.

Dr. Eugene Giovannini 01/25/2021
Chancellor, Tarrant County College District

01/25/2021
Date

Approved as to Form: /s/ Scott Thomas _____
ISD Legal Services Date

Carol Ware Bracken
Approved as to Form: _____ 1.15.21
TCCD Legal Services Date

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