

**Facilities Use Agreement
Tarrant County College
Birdville Independent School District
Early College High School**

THIS FACILITIES USE AGREEMENT (the “FUA”) is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, A Texas political subdivision of higher education, on behalf of Tarrant County College Northeast Campus (“TCC”) and Birdville_INDEPENDENT SCHOOL DISTRICT (the “ISD”), 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 (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated July 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

- TCC will designate facilities for a high school facility on the Northeast Campus of Tarrant County College. Sole ownership of such building(s) lies with TCC.
- TCC reserves the right to use the ECHS building for TCC courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCC will schedule its courses and activities in consultation with ISD to allow for optimal use by both parties.
- ISD will provide TCC with a calendar with all scheduled events on or before 30 days before the commencement of each semester.
- ISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCC.
- On or before August 31, 2021, TCCD will finish out the area depicted on Exhibit “A” (the “Touch-Down Space”) and will equip it with TCCD’s standard controlled-entry technology. Additionally, TCCD will furnish the Touch-Down Space with the following TCCD-standard furniture: 90 tab arm desks, 1 teacher’s desk, 1 desk chair and 1 classroom AV/IT equipment package. The fixtures in the Touch-Down Space and this furniture will belong to TCCD but will remain in the Touch-Down Space throughout the term of this FUA. The Touch-Down Space shall be reserved for the exclusive use of ECHS students, faculty and staff during the normal operating hours of the ECHS throughout the term of the FUA, solely for the following uses: BISD faculty and staff

- workstations, ECHS student tutorials and small study groups, ECHS faculty and staff meetings, ECHS sponsored student organization and club meetings, and workspace for TCC staff working with ECHS students. At all other times, the Touch-Down Space may be used by TCCD, its agents, employees, contractors and invitees.

2) Furniture and Equipment

- TCC will provide and own the furniture, fixtures and equipment (the “Furniture”) reasonably necessary for the operation of the ECHS
- All Furniture must comply with TCC standards of selection.
- TCC shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- TCC shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, internet, email, and computer networks.
- The ECHS facility, students, staff, and faculty shall have access to TCC’s communications and technology services as they are constituted from time to time, subject to the application of TCC’s Acceptable Use Guidelines for Computing and Technology Resources as they are promulgated from time to time.

5) Insurance

- TCC 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 TCC. The foregoing insurance and any other insurance carried by TCC may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of TCC and under TCC’s sole control. ISD shall have no right or claim to any proceeds thereof or any rights thereunder.
- ISD 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 ISD 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.. ISD shall provide TCC with a certificate of coverage or other document demonstrating ISD’s ability to self-insure.

6) Ingress, Egress, Access and Parking

- TCC grants ISD reasonable ingress and egress to the ECHS building during the hours set forth below, including without limitation the right to use adjacent streets and sidewalks owned and / or controlled by TCC.
- TCC shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCC policy, as it exists from time to time. A parking area on the Northeast campus of TCC shall be designated (non-exclusively) for ECHS use.
- The ECHS building shall be open and available to ECHS students, faculty, and staff Monday through Friday, 7:00 a.m. through 7:00 p.m., during the academic term as determined by TCC's master calendar.
- Should ISD require access to the ECHS building other than during such hours or for calendared events referenced above, it will require the prior written consent of TCC.

7) Safety and Health

- Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by TCC, pursuant to TCC's facilities guidelines and procedures.
- TCC will install warning message clocks if in use in other TCC facilities.

8) Expiration or Termination

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to TCC, and the Furniture owned by ISD will be removed by ISD.
- ISD shall be responsible for any damage caused by the removal of its Furniture.
- In the event ISD fails to remove all or any portion of its Furniture from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU, TCC shall give ISD written notice requesting removal, and if ISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining Furniture shall automatically become the property of TCC.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

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



6/24/2021
Date

Dr. Darrell Brown,
Superintendent, Birdville Independent School District

Dr. Eugene V. Giovannini
Chancellor, Tarrant County College District

Date



6/24/21

Approved as to Form :
ISD Legal Services

Date

Approved as to Form :
TCC Legal Services

Date

