

Central Texas College District
Copperas Cove Independent School District
Contract for Use of CTCD Premises

This Agreement is between the Copperas Cove Independent School District (CCISD) with principal place of business at P.O. Box 580, Copperas Cove, Texas 76522 and Central Texas College District (CTC) with principal place of business at 6200 West Central Texas Expwy, Killeen, Texas 76549-4199 (Agreement).

General Terms and Conditions:

1. Term: This Agreement becomes effective on the date all parties have signed the Agreement. Any party may terminate this Agreement upon thirty (30) days prior written notice. However, any course currently in session at the time of a notice of termination is received, shall continue to the end of that current session. The parties shall review this Agreement upon the anniversary each year to determine if revisions are required. This Agreement, and any addendum hereto, shall automatically renew annually until terminated by either party.
2. Purpose: The parties agree that CCISD shall be granted use of office space as determined by CTC to allow CCISD to support its students taking courses on CTC Central Campus. Such office space shall be utilized for the sole purpose of performing clerical activities incumbent upon CCISD to support such students while on CTC campus.
3. This Agreement contains the entire understanding between the parties and nothing has been promised or agreed to that is not contained herein. Any revisions to this Agreement shall be agreed to in writing, signed by all parties and incorporated as an addendum to this Agreement.
4. Each party agrees to abide by all applicable federal, state, and local laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction for any claim, dispute, or lawsuit shall be Bell County, Texas.
5. This Agreement does not create any rights, title, or interest in CTC property by CCISD or any entity other than the parties hereto, other than what is provided under the terms of this Agreement. This Agreement cannot be transferred to any third party absent prior signed, written permission from the non-transferring party.
6. Each party acknowledges that the relationship with the other is that of an independent contractor and neither is liable to the other for any employment responsibilities, rights or benefits.
7. Each party acknowledges that this Agreement does not prohibit the parties from engaging in additional educational initiatives with each other or with different entities.

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8. Should any non-material provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, such provision shall be stricken and the Agreement will remain in full force and effect to the extent it can continue to be performed to the parties' intents.

CCISD Agrees:

1. CCISD, and on behalf of its employees and students, agrees to abide by all CTC policies and procedures regarding safety, security, and professional conduct, to specifically include CTC key use and replacement policy and requirements. CCISD acknowledges and agrees to CTC's authority to remove from CTC campuses any CCISD student, employee, invitee, and/or instructor not complying with CTC policies and procedures as described herein.
2. To the extent authorized under law, CCISD agrees to hold harmless and indemnify CTC, including attorney's fees and costs, for any and all losses of personal or commercial property, and all acts by its employees or agents, including personal injury and death, that result in any grievance, claim, or lawsuit against CTC.
3. CCISD shall not sublet or allow use by any third party, or otherwise use office for any other purpose that what is intended herein without prior signed, written consent from CTC.
4. CCISD to pay actual cost for all toll and long distance phone calls within ten (10) days of receipt of invoice from CTC.
5. CCISD agrees to not post any signage, banners, or posters without prior written permission from CTC's Associate Deputy Chancellor, Facilities and Construction.
6. CCISD to utilize CTC office furniture and white-boards as approved by CTC. CCISD shall supply their own computers, photocopiers, printers and all other office equipment. Move-in and move-out of such office equipment shall be performed by CCISD personnel after coordination with and permission from CTC Associate Deputy Chancellor, Facilities and Construction, or designee. Within ten (10) days of taking possession, CCISD shall present to CTC a list of all CTC furniture being used, and agrees to immediately update this list throughout its tenancy with any changes. CTC to verify such list and provide written approval for use of such furniture. Should certain furniture not be approved by CTC, CCISD shall immediately remove the furniture under the provisions of this section.
7. CCISD shall provide its own property contents insurance for all of its equipment and its employees' personal belongings and provide CTC with a Certificate of Insurance naming CTC as an additional insured for the duration of this Agreement. CCISD agrees that failure to provide this Certificate of Insurance is a material condition to this Agreement and failure

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to provide such Certificate initially and upon insurance renewal is grounds for termination of tenancy.

8. CCISD agrees to abide by CTC's computer usage policies.
9. Before utilizing CTC parking CCISD agrees that its employees and students will obtain a parking permit from CTC Police Department. Failure to have a valid CTC parking permit could result in the parker being ticketed and/or towed.

10. Contacts:

CCISD

Dr. Joe Burns
CCISD
408 S. Main St.
Copperas Cove, TX 76522
Phone: (254) 547-1227
e-mail: burnsj@ccisd.com

CTC

Mark Harmsen
PO Box 1800
Killeen, TX 76540-1800
Phone: (254) 526-1196
e-mail: Mark.Harmsen@ctcd.edu

CTC Agrees:

1. CTC will provide office space appropriate for two (2) CCISD employees.
2. CTC shall provide telephones and lines for two (2) CCISD employees.
3. CTC will permit CCISD staff to utilize CTC's wired and wireless networks to connect CCISD-provided computers and printers. Unfiltered internet access is also provided by CTC. CTC shall provide CCISD with access information to CTC's computer access policies and requirements.
4. CTC shall invoice CCISD for all toll and long distance calls.

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5. CTC shall provide electricity and regular custodial services at no cost to CCISD.
6. CTC shall provide, at no cost, one standard sign at the door of the office identifying the office as occupied by CCISD.
7. Shall provide an appropriate number of keys to CCISD pursuant to CTC's policy and requirements for key use and replacement. CTC to provide CCISD with access to CTC's key use and replacement policies and requirements.
8. CTC general parking is available at no cost, or reserved parking can be purchased which entitles CCISD to park in any reserved spot that is vacant at the time of need between 7:30 a. m. -6:00 a. m. Reserved spots are open to the public after 6:00 p.m. Before utilizing CTC parking all CCISD employees and students are required to obtain a parking permit from CTC Police Department. Failure to have a valid CTC parking permit could result in the parker being ticketed and/or towed.

CCISD



Signature

Dr. Joseph Burns

Printed Name

Superintendent of Schools

Title



Date

CENTRAL TEXAS COLLEGE



Signature

Ted F. Gonzalez

Printed Name

Associate Deputy Chancellor

Title

3/17/2021

Date

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CTC AGREES AND AUTHORIZES CCISD TO UTILIZE THE FOLLOWING OFFICE SPACE:

Building: 101

Room: 20A