

Exhibit E

COMMUNITY SCHOOL FACILITIES USE AGREEMENT

The El Paso Independent School District (hereinafter referred to as "the District") and _____ ("_____"), collectively referred to as the "Parties," enter in to this Community Schools Facilities Use Agreement for the use of certain space at _____ School beginning on _____ for a period of one year, between the hours of _____ a.m. and _____ p.m., based on the following recitals and subject to the following conditions:

Recitals:

Whereas, the District recognizes the need to build community partnerships to maximize student learning and success;

Whereas, the District created a pilot project to create Community schools which are both a place and a set of partnerships between the schools and other community resources. Community schools are to facilitate an integrated focus on academics, health and social services, youth and community development, and community engagement that leads to improved student learning;

Whereas, the District identified _____ School as one of the pilot Community schools;

Whereas, _____'s services were identified through a Community schools survey as needed services to benefit _____ school;

Whereas, _____, as a Community schools partner who shall not be charged a building rental fee for the use of designated facilities.

Therefore, the Parties agree as follows:

1. That _____ will use the designated space at _____ School (See Exhibit A) only for the purposes consistent with law and for _____ services for the _____ School Community.
2. That _____ may modify the space in the following way at its own expense: _____.
3. That upon completion of this use, _____ will be responsible for restoring the facility to the condition observable prior to this use.
4. That the District may cancel this Agreement if it is determined that the designated space is needed for school use.
5. That the District may revoke its permission to use the facility at any time it is determined that _____'s use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
6. That _____ will not allow the possession or use of alcohol, firearms, illegal drugs, or the use of tobacco products on District property.

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7. That _____ accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by _____.
8. That _____ also assumes full responsibility for the conduct of any and all persons using the facility during the use by _____.
9. That _____ agrees to assume all liability and hold harmless and indemnify the District, its Board members, employees, and agents from any and all liability arising out of _____'s use of District facilities.
10. That _____ understands and accepts that the District's insurance provides no coverage for _____ or any other user other than the District.
11. That _____ will exercise due diligence to not send employees or volunteers to work inside any District building(s) if they have a conviction or a history of deferred adjudication for any crime that may pose a serious potential risk of injury to students or other persons working in or visiting in the building(s). It is _____'s responsibility to determine the best way to exercise that due diligence.
12. _____ will furnish evidence of liability insurance coverage for its facilities use and will name the District as an additional insured on the policy as specified by the District. (See Exhibit B).
13. _____ agrees to pay its pro rata share of utilities, janitorial, security, and technology costs for the facilities use.
14. This Agreement may be renewed annually consistent with the District's Community schools policy.
15. _____ understands and agrees that its status as a community partner for _____ School may change in accordance with future community schools needs assessment surveys, and as such, its facilities use and this Agreement may become null and void.
16. The District reserves, and does not waive, its rights of sovereign immunity and similar rights, immunities and rights of its officials and employees, and its and its employees'/officials' rights under the Texas Tort Claims Act.

Executed on this _____ day of _____, 20__.

Name: _____

Position: _____

El Paso ISD
071902

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Name: _____

Position: _____

El Paso Independent School District

EXHIBIT A

DRAFT

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EXHIBIT B

Coverage Required	Limit Required	
<p>Comprehensive (Commercial) General Liability</p> <p><input type="checkbox"/> Includes products and completed operations, contractual, personal and advertising injury, explosion, collapse, and underground property damage hazard</p>	Policy aggregate	\$1,000,000
	Each occurrence	\$1,000,000
	Products/completed operations aggregate	\$1,000,000
	Fire damage liability	\$100,000
	Personal/Advertising injury	\$1,000,000
<p>Workers' Compensation</p> <p><input type="checkbox"/> If the Lessee employs persons or officers, coverage required with limits to comply with the requirements of the Texas Workers' Compensation Act</p>	Not applicable	
<p>Employer's Liability</p> <p><input type="checkbox"/> If the Lessee employs persons or officers</p>	Not applicable	
<p>Automobile Liability</p> <p><input type="checkbox"/> If the Lessee is an organization/company and owns vehicles that will be brought onto District property</p>	Not applicable	
<p>Umbrella or Excess Liability</p> <p><input type="checkbox"/> Excess of primary General Liability, Automobile Liability, and Workers' Compensation Coverage B</p>	Not applicable	

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Additional requirements:

1. All coverages will be issued on an Occurrence basis by a company acceptable to the District and licensed to do business in Texas. Such companies will have a Best's Key rating of at least "A-VII."
2. In addition to certificates of insurance, copies of policy endorsements must be provided listing the District as an additional insured. If coverage is blanket, endorsements are not needed.
3. The certificate of insurance must provide coverage for the whole term of the rental agreement.
4. _____ is responsible for all deductibles, and the District must approve the deductibles selected.
5. _____ must provide a 30-day notice of cancellation of any nonrenewal, cancellation, or material change to any of the policies.
6. The certificate of insurance must provide a waiver of subrogation in favor of the district. A copy of the endorsement must be provided unless coverage is on a blanket basis.

The District reserves the right to review the coverage requirements during the effective period of any facilities use agreement and to make reasonable adjustments to the requirements when deemed reasonably prudent by the District based on changes in laws, court decisions, or potential increase in exposure to loss.

Sign and submit with facilities use agreement and proof of coverage:

Name: _____

Position: _____

Organization: _____

Signature: _____