

### BUILDING USE APPLICATION FOR NON-SCHOOL GROUPS

**DIRECTIONS:** Please READ and complete **ALL** details of this application. It must be signed by an officer of the organization requesting building use and **submitted to the school principal or designee for approval and signature THREE WEEKS** prior to the requested date. If you will be serving any type of food, you **MUST** obtain a Temporary Food Event Permit from the Austin/Travis County Health and Human Services Department (application attached). The completed application will be submitted to the Department of Planning and Asset Management once written approval has been granted by the campus principal or designee.

**Type or Print ALL Information Requested**                      Application Date: \_\_\_\_\_

\_\_\_\_\_  For Profit     Nonprofit, not school-affiliated     YSM Registrant  
 Organization Name

\_\_\_\_\_ Campus  
 Organization Contact Person

\_\_\_\_\_ **EVENT DESCRIPTION [For-Profit Organizations must attach a brief explanation of how this event will contribute to the betterment of the school organization].**  
 Organization Address

\_\_\_\_\_ EVENT START DATE & Days of week    Event start time  
 Organization City/state/zip

**Participant Fee \$** \_\_\_\_\_  
 # of Participants: Children \_\_\_\_\_ Adults \_\_\_\_\_    EVENT END DATE & Days of week    Event end time

Facilities Requested (specify if necessary)	Hourly Rate	# Hours	Use Fee
<input type="checkbox"/> Gym			
<input type="checkbox"/> Cafeteria			
<input type="checkbox"/> Kitchen**			
<input type="checkbox"/> Auditorium			
<input type="checkbox"/> Library			
<input type="checkbox"/> Classrooms: How many? _____ Rm #s _____			
<input type="checkbox"/> Other areas (please list)			

**Use Fee Total \$**

Additional Services or Equipment	Hourly Rate	# Hours	Fringe Benefits <small>(Hourly Rate x Hrs. x fringe)</small>	Total Cost
<input type="checkbox"/> Custodian				
<input type="checkbox"/> Building monitor				
<input type="checkbox"/> Security				
<input type="checkbox"/> Supplies				
<input type="checkbox"/> Other services or equipment (please list)				

**Other Costs Subtotal \$**

Explanation of Fees	<b>TOTAL FEES \$</b> <b>This fee must be paid in advance unless otherwise approved in writing.</b>
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**\*\* An AISD Food Services employee MUST be present if AISD kitchens are used. If any food not prepared in an AISD kitchen will be served, a Temporary Food Event Permit must be obtained from the Austin/Travis County Health and Human Services Department (application attached).**

**CONDITIONS OF APPLICATION:** In making this application, it is understood and agreed that the Rules and Regulations Governing the Use and Rental of School Facilities as adopted by the Board of Trustees of the Austin Independent School District be adhered to in every instance. A complete copy of these Rules and Regulations is available in the Department of Planning and Asset Management, or online under Board Policy GKD. Pertinent excerpts read as follows:

- The applicant must not make firm plans, advertise activities, or sell tickets to an event prior to receiving written approval from the Department of Planning and Asset Management for the use of school facilities.
- Indemnification: Austin ISD shall not be responsible for any accidents arising out of the contractor's operations. Contractor shall be fully responsible for the safety of its operations and its employees, clients, visitors and others associated with its activities. To the fullest extent allowed by law, contractor agrees to defend, indemnify and hold AISD, its directors and employees harmless from any and all claims, judgments causes of action, costs, and expenses resulting from injury to or death of any person or damage to any property, to the extent caused by the negligent actions or omissions or willful misconduct of contractor's agents, servants, employees, subcontractors or suppliers in connection with the program.
- **Damage to or misuse of the facilities and equipment of the District will be paid for in full by the organization that submitted the application for use of the facility. Applicant must provide proof of insurance in accordance with Insurance Guidelines for Non-AISD Entities attached and incorporated into this agreement as Exhibit A.**
- All written material over which the school does not exercise control and that is intended for distribution on school property or that involves the use of school facilities shall be submitted for prior review according to the procedures outlined in Board Policy GKDA (Local). **Such materials must state clearly that the event(s) is in no way sponsored or supported by either AISD or the facility at which the event(s) is held.**
- **CANCELLATION OF USE:** The following provisions will govern cancellation:
  1. **Facility use approvals may be cancelled at any time there is evidence that Board policies or the COVID-19 Partner Guidelines included as Exhibit B are being violated. In case of cancellation, the Board assumes no liability other than return of fees charged for unused facilities.**
  2. **Principals will give at least one-week notice if a previously approved facility use agreement must be cancelled or postponed due to an unexpected conflict with a school-sponsored activity.**
- AISD will make facilities accessible in compliance with the Americans with Disabilities Act.

Other Conditions (attach additional pages if necessary): **Organizations requesting use of fields will not be entitled to a refund or credit due to weather or cancellations.**

- **Criminal History Record Information Requirement:** Company shall, at its sole cost and expense, obtain for each covered employee the criminal history record information as required by TEC §22.0834. The term "covered employee" shall mean any individual employed by Company. Company shall not allow on District Property any covered employee who has been convicted of (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. If during the period Company is providing services under this Agreement, Company or the District receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this paragraph 6, Company shall prohibit such covered employee from future entry on District Property. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 TAC §153.1101. The District will be the final arbiter of what constitutes continuing duties and direct contact with students.
- **Applicant also agrees to strictly comply with the COVID-19 Partner Guidelines attached and incorporated into this agreement as Exhibit B.**

**APPLICANT:**

**AISD:**

\_\_\_\_\_  
Type or print name of authorized representative

\_\_\_\_\_  
Department of Planning and Asset Management

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized representative home/business address

\_\_\_\_\_  
Food Services

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date

Office phone                      Home phone

\_\_\_\_\_  
Signature of authorized representative                      Date

<b>Application Approved:</b> <input type="checkbox"/> <b>Application Denied:</b> <input type="checkbox"/> <b>Reason for Denial:</b> <input type="checkbox"/> Conflict with school event(s) <input type="checkbox"/> Activity is inappropriate for a school facility <input type="checkbox"/> Other reason (explain)	
_____ School Principal	_____ Date
_____ Campus Contact	_____ Phone number

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Permit # \_\_\_\_\_ AISD EXEMPT



Austin Public Health Environmental Health Services Division P.O. Box 142529, Austin, TX 78714

Phone (512) 978-0300 Email: EHSD.Service@austintexas.gov

<http://www.austintexas.gov/departments/business-applications-and-guides>



Permit Pick-up Location (not mailing address): 1520 Rutherford Lane, southeast entrance of Building 1, 2nd floor (NE corner of Rutherford @ Cameron)

Please complete our Environmental Health Services survey at [www.surveymonkey.com/s/EHSDSurvey](http://www.surveymonkey.com/s/EHSDSurvey)



Austin Independent School District: Office of Food Services

AISD Warehouse, 3701 Woodbury Drive, Austin, TX 78704

Phone (512) 414-0251 Fax (512) 414-0381 [www.austinisd.org](http://www.austinisd.org)

**AISD-SPONSORED TEMPORARY FOOD EVENT PERMIT APPLICATION**

**AISD EVENT INFORMATION**

Name of Event: \_\_\_\_\_

Campus: \_\_\_\_\_  
*School Name Address City State Zip*

Dates(s) of Event (must be consecutive days): \_\_\_\_\_  
*Start Date End Date*

Hours of Operation (for each day): \_\_\_\_\_

\*The food booth(s) shall be set-up and ready for an inspection at the hours listed under Hours of Operation for each day.

Total # Food Booths (vendors): \_\_\_\_\_ Event Fee Exempt? **YES – (AISDSponsoredEventFeeExemption)**

**CONTACT (EVENT ORGANIZER) INFORMATION**

Name of Organization: \_\_\_\_\_  School-group  Nonprofit-school support

Name of Contact Person (Authorized Representative of Organization): \_\_\_\_\_  
*First Name Last Name*

Contact Person's Mailing Address: \_\_\_\_\_  
*Address City State Zip*

Phone Number: (\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\*\*\*ATTACH A CLEAR COPY OF A VALID GOVERNMENT ISSUED PHOTO ID FOR THE EVENT ORGANIZER\*\*\*

**APPLICATION SUBMISSION**

Submit pages 1, 2, 3 & 4 (multiple submissions of pages 3 and 4 may be required) of this application with a clear copy of a valid government issued photo ID to AISD Office of Food Services 3 weeks prior to the event.

## PERMIT COMPLETION & PICK-UP

- 1.) After AISD approves the sponsorship, they will submit the completed application to this Health Department, who will notify the applicant when the permit has been processed and is ready to be picked-up at Health's walk-in location.
- 2.) Walk-in Location: 1520 Rutherford Lane, southeast entrance of Building 1.
- 3.) Permits must be picked up at Health's office (no mailing or faxing of permits).
- 4.) Permits must be posted onsite at all operating times during the event to avoid legal charges (Lost/missing permits are invalid).

This form must be filled out completely. **INCOMPLETE FORMS WILL NOT RECEIVE PERMITS.** Submission of this form does not guarantee that a permit will be granted. Permit approval is based upon compliance with State and Local Health requirements. **IT IS THE RESPONSIBILITY OF THE EVENT ORGANIZER (NOT THE INDIVIDUAL VENDOR) TO OBTAIN TEMPORARY FOOD PERMITS FOR EACH VENDOR AT THE EVENT.** Please see the Temporary Food Event Permitting FAQs (page 10) for information relating to permit and food handling requirements. Note: The Temporary Food Event Permit approval process is separate from the Building Use approval process. **GRANT OF A TEMPORARY FOOD EVENT PERMIT DOES NOT MEAN THAT THE APPLICANT'S APPLICATION FOR USE OF THE SCHOOL FACILITY HAS BEEN APPROVED.**

By signing this form, I attest that all information contained herein is true and correct to the best of my knowledge and belief. I acknowledge that any permit applied for is subject to all provisions of the orders and ordinances of Travis County or Austin or the municipality under which the permit is granted, all provisions of the statutes and rules adopted under the statutes of the State of Texas governing food service establishments, retail food stores, mobile food units and roadside food vendors, and to all provisions of the policies adopted by the Austin Independent School District.

\_\_\_\_\_  
**SIGNATURE OF EVENT ORGANIZER (APPLICANT)**

\_\_\_\_\_  
**DATE**

**By signing this application, the applicant acknowledges that the permit being applied for is subject to Local/State Codes under which it is granted. Completing this application does not guarantee that a permit will be issued by this Department.**

- Incomplete applications will delay or prevent permitting.
- No food establishment/event may operate without an approved permit issued by this Department.
- "Rain-out" delays may be granted if notification is received within 24 hours after cancellation.
- An individual may only apply for four (4) temporary events per year.
- Permits are address-specific and non-transferable and must be picked up at Health's office (no mailing or faxing of permits).
- The event organizer (***not the individual booth operator***) is responsible for obtaining Temporary Food Permits for each booth at the event.

## DEFINITIONS

**Temporary Food Service Establishment** is defined as service of food at a location for no more than 14 consecutive days in conjunction with an organized event or celebration.

**Booth** (serving area) is defined as a stall or partitioned stand used to present, prepare, or provide food to the general public.

**Potentially Hazardous Food (PHF)** requires temperature control to limit foodborne pathogens & toxin production. Some PHF examples are meats, dairy, cooked vegetables, sliced melons, cooked beans, cooked rice and cooked pastas.

**REMEMBER: DANGER ZONE FOR PHF IS BETWEEN 41°F AND 135°F.**

**RESPONSIBLE PARTIES (WITH FOOD TRAINING VERIFICATION)**

At least 2 individuals must be present at the event at all times and must be the contact people for the City if the City determines that a health code violation is occurring at the event. Please list the names of at least 2 individuals who attended the required training, as well as the date of their training. At least 1 of the individuals must be the Organization’s Authorized Responsible Party submitting this application. If an individual needs to obtain certification and cannot attend one of the training opportunities offered each semester, training can be accessed online at [www.statefoodsafety.com/food-handler/texas/austin-city](http://www.statefoodsafety.com/food-handler/texas/austin-city).

1. Name of Responsible Party: \_\_\_\_\_ Date of Training: \_\_\_\_\_

Contact phone number during event: \_\_\_\_\_

2. Name of Responsible Party: \_\_\_\_\_ Date of Training: \_\_\_\_\_

Contact phone number during event: \_\_\_\_\_

**FOOD AND BEVERAGE BOOTH INFORMATION**

Please **PRINT** and use additional sheets if necessary

*Example:* Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

1. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

2. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

3. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

4. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

5. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

6. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

7. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

8. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

9. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

10. Name of booth: \_\_\_\_\_

Type of foods/beverages to be served: \_\_\_\_\_

**TEMPORARY FOOD EVENT RESPONSIBLE PARTY IDENTIFICATION**  
**NO HOME PREPARED FOODS ALLOWED**

**This page is required to be signed and submitted by each booth operator that is a separate entity from the other booth operators.** Please PRINT and use additional sheets if necessary.

I, \_\_\_\_\_, am the operator of the temporary food service booth named:  
Print Your Name

\_\_\_\_\_ providing food at the following temporary event named:  
Booth's Name from Page 3

\_\_\_\_\_ on this date, \_\_\_\_\_.  
Temporary Event Name from Page 1 Date(s) this booth is at the Event

Type of food/beverages to be served: \_\_\_\_\_

\_\_\_\_\_

The food will be obtained from the following approved sources (check all that apply):

- I operate from/own a permitted food facility (such as a restaurant).  
Food Facility Name: \_\_\_\_\_  
Facility Address: \_\_\_\_\_  
*Address* *City* *State* *Zip*
  
- I will purchase or receive donated food from a permitted food facility (such as a grocery store or restaurant) on the day of the event and bring the food directly to the event. **I will maintain my food receipts or letter of donation onsite at the event in case the inspector needs to verify food source.**  
Food Facility Name: \_\_\_\_\_  
Facility Address: \_\_\_\_\_  
*Address* *City* *State* *Zip*  
Phone Number: (\_\_\_\_\_) \_\_\_\_\_

I hereby certify that I have received the guidelines for temporary food service requirements provided by the Austin/Travis County Health and Human Services Department, AISD, and the Event Coordinator.

I understand that, as a condition of my operation at this event, I am responsible to insure that these guidelines are strictly adhered to at all times. I will conform to these guidelines and insure that all individuals involved in this operation conform to these guidelines. Failure to do so may result in the immediate suspension of my operation at this event and may result in a complaint being filed against me in the Municipal Court of the City of Austin for a violation of these guidelines and the Code of the City of Austin. I understand that such a complaint might result in a fine of up to \$2,000 on conviction.

**Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
*Address* *City* *State* *Zip*

**Driver's License Number & State:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

# CRITICAL REQUIREMENTS

These are the requirements for temporary food service in Austin and Travis County based on the Texas Food Establishment Rules and have been adopted by the City of Austin and Travis County.

These are the requirements for Austin Independent School District Temporary Food Service Public Events.

**\*\*Violation of a critical requirement shall result in an immediate closure, condemnation of food products and/or legal charges. All Health Closures are in instantaneous effect until the critical items are corrected and verified by an authorized representative of this Department.**

*If serving an Highly Susceptible Population (children 0 - 9 years old), then ABSOLUTELY NO RAW OR PARTIALLY-COOKED MEATS (including EGGS), NO UNPASTEURIZED JUICES, AND NO RAW MILK OR RAW MILK PRODUCTS*

- 1. Keep potentially hazardous foods colder than 41°F or hotter than 135°F at all times.** Heat hot food to 165°F and maintain at >135°F. Any portion of a potentially hazardous food held between 41°F and 135°F is in the DANGER ZONE.
- 2. Provide IMMEDIATE access to hand washing for food handlers, including:** hand soap, paper towels, container of water with a “free-flowing” spigot and a wastewater catch bucket. *ONLY after washing hands may gloves, tongs, or a hand-sanitizer be used to handle ready to eat foods.* A catch bucket must collect the wastewater for proper disposal.
- 3. Provide WASH, RINSE, SANITIZE setup for ware-washing.** The first basin is for washing and has soap and water only. The middle basin is for rinsing and has only clean water. The third basin is for soaking utensils in a sanitizing solution of 50-100ppm chlorine as tested by chlorine test strips. ***Remember the proper sequence: WASH, RINSE & SANITIZE!***
- 4. Use “active” temperature control equipment.** Holding hot food in an insulated container with NO active source of heat is NOT allowed. *Sterno is not permitted for outdoor events, unless properly hooded to prevent wind effects.* Active refrigeration will be required for multiple day events. Drained ice may be used for short term holding of cold food.
- 5. Monitor food temperatures** with a chef-style metal stem-type thermometer. Thermometers should have a range of 0°F-220°F. Thermometers should be cleaned and sanitized between uses.
- 6. Use only cutting boards, utensils, equipment, food preparation and serving surfaces that are smooth, durable, easily cleanable, and non-absorbent.** Wash food contact surfaces every 4 hours (or immediately when contaminated).
- 7. Separate raw and ready to eat foods. Don't cross-contaminate.** Use different sets of utensils and prep surfaces.
- 8. Test sanitizer with chlorine test paper.** Bleach = 50-100 ppm. Test papers can be found at restaurant supply stores.
- 9. Use spray bottles of sanitizing solution** and paper towels to frequently wipe counters and to spot clean equipment.
- 10. Store EDIBLE ice for drinks or consumption in the original bag** inside an ice chest during service. Ice bags shall be punctured underneath to allow drainage and open on the top to allow dispensing using a scoop with handles. Consumers shall not dispense their own ice for drinks. Ice used to keep food cold cannot be used for consumption or drinks.
- 11. Protect all foods, utensils and paper goods from exposure to dirt, animals, and insects.** Best practice is to cover or wrap all items. Store foods 6 inches or more above the ground. *Avoid handling the inside of cups, lids, or food containers.*
- 12. Provide only disposable or single-use utensils, plates, cups, knives, forks, spoons, etc. to consumers.** Unless using an on-site commercial-grade dishwasher with running hot & cold water, sanitization cycle & that drains into a sanitary sewer.
- 13. Provide only condiments that are individually packaged or dispensed from an approved covered container.** Spoon-in-jar setups are not allowed due to the likelihood of cross contamination between plates.

14. **Collect drainage water** from ice bins, ice chests, beverage dispensers, hand & utensil washing for disposal. Ensure all wastewater enters a sanitary sewer. Drainage on the ground may become a source of pollution & contamination.
15. **Provide covered garbage containers with plastic liners.** Covers help to prevent insect transmission of pathogens.
16. **Provide floor covering** that will eliminate dust and be easily cleaned. Flooring must be in cooking, serving, food preparation, and washing areas. Approved examples include concrete, asphalt, plywood, linoleum, clean cardboard, etc.
17. **Provide overhead covering** above food preparation, serving, and washing areas to protect from hazards (like birds).

### Frequently Asked Questions (FAQ):

- ✓ **What is a temporary food event?** Any public gathering where food is offered for consumption for no more than 14 days. An example of a public gathering means that it has any one of these scenarios: 1) walkup participation, 2) any advertisement (including social media) OR 3) tickets are sold.
- ✓ **Do I need to get a permit?** It depends: **Yes** a permit must be obtained if you meet the definition of a temporary event above and offer either open or potentially hazardous foods. **No** permit is needed if using: **1)** only the school cafeteria & staff, or **2)** a Mobile Vendor (*with a valid Austin/Travis County Health and Human Services Department permit*) that serves all food directly from their vehicle or **3)** only serving sealed commercially-prepackaged non-potentially hazardous foods (like wrapped candy, sealed microwave popcorn, individual bags of chips, or bottled drinks).
- ✓ **How do I get a permit?** Complete this AISD-sponsored Temporary Food Event Permit Application and follow the instructions. Contact your campus Food Services Manager to plan food and sanitation as far in advance as possible.
- ✓ **What needs to be planned beforehand with the AISD Food Services Manager?** Plans for Event must include a method for compliance with food safety laws including **1)** access to toilet facilities for everyone, **2)** a separate (non-restroom) water supply for handwashing station refills, **3)** trash services, wastewater & grease disposal facilities and method to collect dirty water from booths to the sanitary sewer, **4)** electrical supply to booths for temperature equipment, **5)** identification of potentially hazardous foods served at event to be listed on page 3 under corresponding booth name.
- ✓ **What is a Booth (Vendor)?** Also thought of as a temporary kitchen or serving area. Traditionally, a 10'x10' tent with floor covering or other ground dust control. Almost every booth will require a temporary hand wash setup.
- ✓ **Who is the Event Organizer and what's their job?** The individual **in charge of the whole event**, typically a voluntary contact person for a school-related organization. Responsible for **1)** making sure that all the food vendors at the event are invited and permitted, **2)** this application submission, **3)** distributing this information to all vendors and collecting the completed "Responsibility page" (page 4) from each separate booth vendor, which must be included with the completed application and **4)** for providing & ensuring **posting of the permit at each required booth at the event.**
- ✓ **Who is the Food Booth Operator?** The individual **in charge of the food**, typically restaurant staff or voluntary food servers with a school-related organization. Responsible for **1)** following the Texas Food Establishment Rules, **2)** the booth setup, **3)** providing a safe and consumable product that has been properly handled.
- ✓ **How do I know if it is a Permitted Facility (page 4)?** Contact the facility or ATCHHSD to verify current status. Many recently permitted facilities are listed at: <http://www.austintexas.gov/department/restaurant-inspection-scores>

### HINTS:

- **Serve only foods requiring minimum preparation** such as seasoning or cooking. All cutting, slicing, or chopping should be done in a permitted facility beforehand (note: NEVER AT HOME!)



- **Pre-portion food into small leak-proof containers.** Then immerse these containers/bags in ice to keep food cold for short term. If the food bag leaks, then the food may become contaminated by the ice water. If the food is too well protected, then it may not get cold enough to avoid the DANGER ZONE.
- **Sanitizer for Warewashing:** suggested recipe = 1 1/2 *teaspoons* bleach per gallon of clean water
- **Don't skip the soap.** Hand sanitizer alone doesn't stop Norovirus.
- **Dispose of everything properly.** *Don't contaminate our groundwater or "feed the wildlife"!*



## Insurance Guidelines for Non-AISD Entities

The following outlines the insurance requirements for a vendor, contractor or community-based group ("Company") conducting business, events or services on Austin ISD ("District") facilities.

### A. General Requirements:

- 1) Company must ensure the District receives a current, industry-standard ACORD Certificate of Insurance (COI) meeting the District's requirements for itself and/or subcontractors.
- 2) Company shall not commence activities on District facilities until the COI has been reviewed and approved by the appropriate District staff. Approval of insurance by the District shall not relieve or decrease the liability of Company.
- 3) All COIs submitted shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A-VII or better.
- 4) The "other" insurance clause shall not apply to the District where the District is an additional insured shown on any policy. It is intended that policies required in a contract, covering both District and Company, shall be considered primary coverage as applicable.
- 5) If insurance policies are not written for amounts specified below, Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 6) Company shall at a minimum carry insurance in the types and amounts indicated below for the duration of their activities and during any warranty period. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Company.

### B. Specific Requirements:

- 1) **Commercial General Liability Insurance Coverage:** The minimum limit of **\$1,000,000 per occurrence and \$2,000,000 aggregate**. This policy shall cover injury to a participant.
  - a. The policy should contain the following provisions:
    - i. Waiver of Subrogation
    - ii. Endorsement to provide Austin ISD as Additional Insured and notices of cancellation with the following Certificate Holder Information: Austin Independent School District, 4000 S IH-35 Frontage Road, Austin, Texas 78704.

- iii. For vendors having direct contact with Austin ISD students without direct supervision by Austin ISD staff:

Sexual Molestation and Child Abuse (SAM) endorsement \$100,000 minimum limit (coverage is applicable when students/children are inside and/or outside AISD property/facility)

**2) Professional Liability Insurance Coverage:** At a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under a contract. If coverage is written on a claims made basis, the retroactive date shall be prior to or coincident with the date of the contract and the COI shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

**3) Worker's Compensation and Employer's Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

- a. The Company's policy shall apply to the State of Texas and include these endorsements in favor of Austin Independent School District:

- i. Waiver of Subrogation

**4) Automobile Liability:** If transporting Austin ISD students, the vendor must have Automobile Liability as follows:

Automobile Liability: Owned, Non-Owned, Hired or Rented with \$1,000,000 Single Limit and Additional Insured in favor of Austin Independent School District.

## COVID-19 Partner Guidelines

Effective August 11, 2021, everyone on AISD grounds, including students, staff, and visitors are required to wear a mask.

Partners will be required to follow AISD's outlined COVID-19 protocols (*Subject to change at any time as new health guidance is received. Partners will be notified of any changes*). It is the responsibility of the partner to implement and follow the below health and safety measures:

For any staff member, participant or person on district property related to services provided or event held pursuant to an AISD Building Use Agreement, the Partner must:

- **Immediately** report any COVID-19 incidents to AISD through the campus principal/campus designee, including any person who:
  - Fails symptom screenings
  - Is displaying COVID-19 symptoms
  - Has tested positive for COVID-19
- Immediately send home any sick individuals
- Work with campus principal/campus designee to identify and designate and isolation space for persons that become ill with COVID-19-related symptoms and must wait for parent pick up, when applicable
- Conduct health screenings upon arrival for each person on district property
  - Partners are encouraged and welcomed to pre-screen using COVID-19 Screen & Go through the AISD Mobile APP
- Provide hand sanitizer in easily accessible locations
- Promote frequent 20-second hand washing practices all persons on district property.
- Arrange classrooms/spaces to ensure 3-feet of social distancing between desks/activities for students and 6-feet of social distancing for adults-to-adults and students-to-adults, when feasible
- You can't require individuals to provide documentation for proof of vaccine status.
- Disinfect commonly used surfaces and areas frequently (between users and activities)
- Remove soft furnishings, soft toys, and toys that are hard to disinfect
- Restrict access to district property to only those necessary to carry out the service or event.
- Utilize the identified isolation space for students who do not pass arrival screenings and/or become ill with COVID-19-related symptoms and must wait for parent pick up, as applicable
- Require any participants and/or staff to stay home if they, have tested positive for COVID-19
  - If a participant/staff has been in close contact with someone that has tested positive for COVID-19, they will need to quarantine for 10 days if they are not

fully vaccinated (2 weeks out from final dose in series), even if they receive a negative test result

- Individuals that are fully vaccinated (2 weeks out from final dose in series) do not need to quarantine for close contact to a confirmed positive
- This could turn to a 14-day quarantine if individuals in the space were not consistently masked.
- If a participant/staff tests positive for COVID-19, they can return when the following CDC criteria are met:
  - For those showing symptoms:
    - 10 days have passed since symptoms started, 24 hours have passed with no fever and without using fever-reducing medication, and improvement in symptoms
  - For those asymptomatic (not showing symptoms):
    - 10 days have passed since receiving negative test results
- If there is a lab-confirmed positive case, the areas that the person were in will need to be identified and sanitized immediately.

AISD reserves the right to suspend activities and/or request that participants and staff quarantine for any of the following reasons:

- Confirmed positive COVID-19 cases
- Primary exposure/close contact, due to a confirmed positive COVID-19 case(s)
- Deep cleaning/disinfecting processes
- Partial and/or full campus/facility closures
- Governmental and/or health authority directives