



BOARD OF SCHOOL TRUSTEES

KELLER INDEPENDENT SCHOOL DISTRICT

13A. Preview

Date: May 9, 2005

**SUBJECT: NATATORIUM USE CONTRACT
Northwest Independent School District**

BOARD GOAL: Budget & Finance

FISCAL NOTE: Revenues Generated Through Sales/Fees/Rental

**ANTICIPATED
DATE FOR ACTION: May 23, 2005**

Background Information:

- In partnership with the Northwest Independent School District, rented lanes have been made available for swim team practice for the past two school years.
- The Northwest Independent School District provides opportunities for grades 9-12 to experience the benefits of teamwork and good sportsmanship while creating a successful high school swim team.

Administrative Considerations:

- The KISD Natatorium secures additional revenue for facility operation by renting practice lanes to other districts when available.
- The Northwest High School Swim Team is in its third season with Keller ISD Natatorium.
- The Northwest High School Swim and Dive Team will begin its first day of practice Monday, August 22, 2005.

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Respectfully submitted,

Lee Feris
KISD Natatorium Manager

Hourly Rate Per Lane: \$4.50

Hourly Rate Per Lane: Varsity Swim Team

1.50 Hours Per Day
x 5 Days Per Week
7.50 Hours Per Week
x 6 Lanes
45.00 Lanes Per Week
x 36 Weeks
1,620.00 Total Lanes
x \$4.50 Rate Per Lane
\$7,290.00

Varsity/Junior Varsity Dive Team

1.25 Hours Per Day
x 5 Days Per Week
6.25 Hours Per Week
x 2 Lanes
12.50 Lanes Per Week
x 36 Weeks
450.00 Total Lanes
x \$4.50 Rate Per Lane
\$2,025.00

Any other activities not mentioned in this agreed contract period or contract amount must have KISD approval prior to use and will be charged at the prevailing KISD Natatorium rates.

The party who signs this contract as representative of the requesting organization agrees that the organization will underwrite any damage due to the use of the premises by the organization and that the activities that will be conducted on the premises are lawful and in accordance with state and federal law as it pertains to conduct on school district facilities in the State of Texas.

II. PROHIBITED PRACTICES

The following matters are to be considered as prohibited practices and are not to be indulged in by the requesting organization:

1. **Use of intoxicants and/or tobacco products** is a violation of State Law;
2. **No firearms are allowed in the Natatorium** as provided by Texas State Law;
3. **No signs, posters or billboards will be posted** on walls, stands, or allowed in the KISD Natatorium;
4. **No additions to, or changes of, existing facilities** shall be made without the written approval of Keller ISD;
5. The **use of the Natatorium may not be assigned to a third party**, without the prior written approval of the Keller ISD;
6. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
7. **Use of the facility without** the full-time presence of a **custodian** is prohibited. Custodians are to be on duty during the full range of activities. They cannot open the facility, leave the premises and return later to clean;
8. **No entertainment** may be provided that may be **detrimental to community welfare**, in violation of the code of conduct allowed by Keller ISD or destructive to the buildings, fixtures or furniture; and
9. **No meeting** will be held in the school building **for the purpose of** advancing **any doctrine subversive to the Constitution** and laws of the State of Texas, or the United States of America.
10. No glass containers will be allowed in the facility; and
11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.
12. **No Water Polo** will be allowed in the facility without the prior written approval of the Keller ISD Natatorium Manager.
13. All diving practices will be **directly supervised** by designated high school coach.

III. AGREEMENT

I assume, for **Northwest Independent School District** all responsibility for the use and care of all property placed in our charge, or used by us, and agree to pay for all damages or losses occurring during our occupancy, including leaving the facility in good order, or **Northwest Independent School District** will pay for additional cleaning and/or repairs.

The “**NO SMOKING**” regulations will be observed in all School District facilities. Furthermore, I am aware that arrangements for the use of equipment such as PA systems, timing systems, etc., must be made with the staff in writing.

Either party may terminate this agreement by giving the other party at least thirty (30) days notice in writing. If this agreement is terminated early, then **Northwest Independent School District** shall be entitled to a prorate reimbursement for the unused portion of the payment made in advance.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: Northwest Independent School District
date: _____

by: _____
John Graswich
Chief Financial Officer Northwest ISD
817-490-6473 Main District Number

Date: _____
Address: _____

for: Keller Independent School District
date: _____

by: _____
Lee Feris
Keller ISD Natatorium Manager
817-744-1353 Direct Line

by: _____
Kent Morrison
Assistant Superintendent for Finance