



BOARD OF SCHOOL TRUSTEES
KELLER INDEPENDENT SCHOOL DISTRICT

350 KELLER PARKWAY
KELLER, TEXAS 76248
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1D. Action

TO: BOARD OF SCHOOL TRUSTEES

DATE: July 12, 2004

**ACTION: APPROVAL OF KISD NATATORIUM CONTRACT-
SCUBA CONNECTIONS**

Beginning Saturday, July 24, 2004, Scuba Connections will begin Open Water Scuba Diving Certification for the school district and residents of the City of Keller.

Scuba Connections will provide opportunities for youth and families of Keller to experience the benefits of underwater diving now and for a lifetime.

The contract agreement with Scuba Connections and Keller ISD is attached for your review. The contract has been reviewed as to form by our legal counsel.

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The administration recommends that the Board of Trustees approve the Natatorium Contract with Scuba Connections as presented.

Lee Feris
Natatorium Manager

**KELLER INDEPENDENT SCHOOL DISTRICT
STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Scuba Connections** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from July 24, 2004 through January 31, 2005 for the purpose of conducting Open Water Scuba Diving Certification. **Scuba Connections**, a local business in Keller, will provide proof of Liability Insurance with Keller ISD as a named insured for this period. This insurance policy will remain in force during the full term of this agreement. KISD must be notified prior to any changes in carrier or coverage and all activities by **Scuba Connections** at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Scuba Connections shall make payment of:

Rental Agreement: Competitive Price Structure

Contract Period: July 24, 2004-January 31, 2005

Cost for Class: \$250.00 Fee
\$225.00 Fee Per KISD Student

Contract Amount to KISD Natatorium: \$50.00 Fee Per Adult
\$40.00 Fee Per KISD Student

Payment: Payment to the Keller ISD Natatorium prior to the beginning of each session. Check will be made payable to the Keller ISD Natatorium.

Owner Provisions: PADI deluxe open water materials, workbook, student book, log book, recreational dive planner, 3-ring binder, certification card, all classroom instruction, all pool instruction, use of all SCUBA gear needed for pool and lake dives, regulator, octopus, submersible pressure gauge, air cylinder, wetsuits, hoods, weights buoyancy control device, computer for open water dives.

Student Provides: Mask, Snorkel, Fins, Booties
Average purchase price is \$140 to \$200.
(10% off all non-sale item purchases over \$10 at Scuba Connections)

Classes Per Session: Minimum 2 Classroom Sessions at Scuba Connections
4 Pool Sessions (approximately 9-12 hours) at Keller ISD Natatorium.

Minimum Class Size: 3 Students

Maximum Class Size: 8 Students

Minimum Student Age: 12 Years of Age

Open Water Check Out Dive: Certify at Windy Point Park, Lake Travis or Clear Springs Scuba Park in Terrell, Texas. Students must pick-up their gear at Scuba Connection prior to the "lake weekend" and provide their own transportation. If overnight lodging is required, they are also responsible for those expenses.

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(s) who signs this contract as representative of the requesting organization(s) 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. **Scuba Connections** will provide protective boot on all tanks to safeguard natatorium tile on deck and in the pool.
13. Use of diving boards during class is prohibited and may only be used under direct supervision by Certified Diving Coaches and written approval of the Keller ISD Natatorium Manager.

III. AGREEMENT

I assume, for **Scuba Connections** 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 **Scuba Connections** 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 **Scuba Connections** 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: **Scuba Connections**
Date: _____

For: **Keller ISD**
Date: _____

By: _____
Cathy Chance
Partner/Scuba Connections
Keller, Texas
817-431-2801

By: _____
Lee Feris
Keller ISD Natatorium Manager
1000 Bear Creek Parkway
Keller, Texas 76248

By: _____
David Whillock
Partner / Scuba Connections

By: _____
Kent Morrison
Assistant Superintendent for Finance
