



BOARD OF SCHOOL TRUSTEES

KELLER INDEPENDENT SCHOOL DISTRICT

2D. _____ Action Date: May 23, 2005

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

BOARD GOAL: Budget & Finance

FISCAL NOTE: Revenues Generated Through Sales/Fees/Rental

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.
- This agreement was presented to the Board as a preview on May 9, 2005.

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The administration recommends that the Board of Trustees approve the Natatorium Contract with Northwest ISD as presented.

Respectfully submitted,

Lee Feris
KISD Natatorium Manager

**KELLER INDEPENDENT SCHOOL DISTRICT
State of Texas
County of Tarrant**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Northwest Independent School District** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Monday, August 22, 2005 through Friday, May 12, 2006 for the purpose of conducting high school swim and dive practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by **Northwest Independent School District**. 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 Northwest Independent School District at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Northwest Independent School District shall make payment of **\$9,315.00** prior to the first day of Northwest High School Swim Team Practice Monday, August 22nd. The contract period is for the 2005-2006 school year at Keller ISD Natatorium.

Renter: Northwest ISD Rental Agreement
Northwest High School
Steve Melborne
817-698-1227
E-Mail Address: smelbo@northwest.k12.tx.us

Contact: Gary Prescott
Northwest ISD Asst. Athletic Director
817-490-6473 Main District #
E-Mail Address: gpresc@northwest.k12.tx.us

Proposed Contract Period: Approximate 9 Month Period (36 ½ Weeks)
Monday, August 22, 2005 through Friday, May 12, 2006

Consideration of Calendar Dates and Closings:

Monday	September 5, 2005	Labor Day	Pool Closed
Monday/Tuesday/Wednesday	November 21-23	Thanksgiving Break	*Holiday Schedule
Thursday	November 24, 2005	Fall Break/Thanksgiving	Pool Closed
Friday	November 25, 2005	Fall Break/Thanksgiving	Pool Closed
Monday/Tuesday/Wednesday	December 19-21, 2005	Winter Break	*Holiday Schedule
Thursday	December 22, 2005	Winter Break/Christmas	Pool Closed
Friday	December 23, 2005	Winter Break/Christmas	Pool Closed
Monday	December 26, 2005	Winter Break/Christmas	Pool Closed
Monday/Tuesday/Wednesday	December 26-29, 2005	Winter Break	*Holiday Schedule
Thursday			
Friday,	December 30, 2005	Winter Break/New Year's	Pool Closed
Monday	January 16, 2006	Martin Luther King Day	*Holiday Schedule
Tuesday	January 24, 2006	District 8-4A Swim/Dive Meet	Pool Closed
Wednesday	February 8, 2006	Region 2-4A Swim/Dive Meet (Tentative)	Pool Closed
Friday	February 10, 2006	Region 2-4A Swim/Dive Meet (Tentative)	Pool Closed
Monday	February 20, 2006	President's Day	*Holiday Schedule

*Holiday Schedule - Team Practice 9-11am

Proposed Program and Contract Amount: \$9,315.00 6 Lanes Total Rental/Swimming
2 Lanes Total Rental/Diving

General Terms: Monday through Friday Practice: Northwest High School
6:45am to 8:15am = 1.50 Hr's. Daily - Varsity Swimming 6 Lanes
3:15pm to 4:30pm = 1.25 Hr's. Daily - Varsity/Junior Varsity Diving 2 Lanes/1-One Meter

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