



BOARD OF SCHOOL TRUSTEES
KELLER INDEPENDENT SCHOOL DISTRICT

350 KELLER PARKWAY
KELLER, TEXAS 76248
PHONE: 817-337-7500
FAX: 817-337-3261

2D. **Action**

TO: **BOARD OF SCHOOL TRUSTEES**

DATE: **August 23, 2004**

ACTION: **APPROVAL OF CONTRACT FOR HARVEST CHRISTIAN ACADEMY SCHOOL YEAR 2004-2005**

BOARD GOAL ADDRESSED: **III. The Keller Independent School District shall provide for outreach to, and input from, its communities.**

FISCAL NOTE: **Revenues Generated Through Sales/Fees**

Beginning Monday, August 23, 2004 the Harvest Christian Academy will partner with Keller ISD for the use of the Natatorium for its High School Swim Program. Harvest Christian Academy will train at the Keller ISD Natatorium during the 2004-2005 school year.

The contract agreement between Harvest Christian Academy and Keller ISD has been reviewed and approved by legal counsel for Keller ISD and Harvest Christian Academy and is attached for your review.

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The administration recommends approval of the Harvest Christian Academy Rental Contract for the school year 2004-2005 as presented.

Respectfully submitted,

Lee Feris
Natatorium Manager

KELLER INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Harvest Christian Academy** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Monday, August 23, 2004 through Thursday, February 24, 2005 for the purpose of conducting high school swim practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by Harvest Christian Academy. 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 Harvest Christian Academy at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Harvest Christian Academy shall make payment of \$288.00 prior to the first day of the 2004-2005 school year to Keller ISD Natatorium.

Harvest Christian Academy	Contact: Shannon Orred
Address: 7200 Denton Hwy.	Contact Phone #: 817-491-4062
Watauga, Texas 76148	Head Coach: Kerry Haitz
Contact Phone #: 817-485-1660	
Contract Period: Approximate 6 ½ Month Period (24 Weeks)	
Monday, August 23 rd 2004 through Thursday, February 17, 2005	
-Excluding Monday, October 18, 2004	Swim Meet
Monday, November 1, 2004	Swim Meet
Monday, January 10, 2005	Swim Meet
-Excluding November 25, 2004	Thanksgiving Day
-Excluding Week of December 22-26, 2004	5 Day Break UIL Mandate
-Excluding January 1, 2005	New Year's Day
Total Contract Amount for School Year 2004-2005:	\$288.00
	1 Lane/Swimming
	24 Weeks Total
Terms: Monday & Wednesday Practice: 7:30pm to 9:00pm = 1.50 Hr's. Daily - Swimming	
Hourly Rate Per Lane: Harvest Christian Academy Swim Team	
Swimming:	1.50 Hours Per Day
	x 2 Days Per Week
	3.00 Hours Per Week
	x 1 Lane
	3.00 Lanes Per Week
	x 24 Weeks
	72.00 Total Lanes
	\$4.00 Rate Per Lane
	\$288.00

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. No diving practices will be conducted at the natatorium.

III. AGREEMENT

I assume, for **Harvest Christian Academy** 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 **Harvest Christian Academy** 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 **Harvest Christian Academy** shall be entitled to a prorated 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: Harvest Christian Academy
date: _____

by: _____
Ray DeBord
Title: Athletic Director
Contact Phone #: 817-485-1660

Date: _____
Address: 7200 Denton Hwy
Watauga, Texas 76148

for: Keller Independent School District
date: _____

by: _____
Lee Feris
Keller ISD Natatorium Manager
817-744-1353 Direct Line
817-301-5251 Cell

by: _____
Kent Morrison
Assistant Superintendent for Finance