



BOARD OF SCHOOL TRUSTEES
KELLER INDEPENDENT SCHOOL DISTRICT

350 KELLER PARKWAY
KELLER, TEXAS 76248
PHONE: 817-337-7500
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1C. Action

TO: BOARD OF TRUSTEES

DATE: July 12, 2004

**ACTION: APPROVAL OF KISD NATATORIUM CONTRACT -
NATIONAL MULTIPLE SCLEROSIS SOCIETY**

In partnership with the North Central Texas Chapter of the National Multiple Sclerosis Society, the KISD Natatorium will extend its rehabilitation and water therapy classes for the forty-two week period of Monday, August 9, 2004 through May 27, 2005.

The Keller ISD Natatorium and the MS Chapter have successfully worked together, providing water therapy classes since October 2003. The success and participation in this program continues to be overwhelmingly positive. Effective October 4, MS will add an additional weekly Friday class to the calendar, increasing both availability and access to patients throughout North Central Texas.

The contract between the North Central Texas Chapter of the National Multiple Sclerosis Society and Keller ISD is attached. The contract agreement has been approved as to form by our legal counsel.

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The administration recommends that the Board of Trustees approve the North Central Texas Chapter of the National Multiple Sclerosis Society Contract 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, **North Central Texas Chapter of the National Multiple Sclerosis Society** has requested and received permission from the Keller Independent School District to use the KISD Natatorium beginning Monday, August 9, 2004 to May 27, 2005 (42 Weeks) for the purpose of conducting rehabilitation and water therapy classes. Proof of Liability Insurance with Keller ISD as a named insured will be provided by **North Central Texas Chapter of the National Multiple Sclerosis Society**. 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 **North Central Texas Chapter of the National Multiple Sclerosis Society** at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

North Central Texas Chapter of the National Multiple Sclerosis Society shall make payment of:

Session I	Monday, August 9 through Saturday, October 2, 2004 (Approximately 8 Weeks)	
	M & W Shallow Water Class (4'-5' Depth)	11:00am-12:00pm
	T & Th Deep Water Class (6'-6'4" Depth)	6:00pm-7:00pm
	Cancellation of Class Due to Holiday:	Monday, September 6 Labor Day
	General Information:	Prospective Age Group of Participants: Age 20 to 55 Registration through the Society of M.S. Ft. Worth only
	MS Monthly Meeting:	Wednesday, August 25, 2004 12:00pm-1:15pm Wednesday, September 29, 2004 12:00pm-1:15pm
	Financial Consideration & Rate: Session I	
	Instructor Hourly Rate at: \$25.00 @hr. x 16 Shallow Water Classes (Session I) =	\$400.00
	Pool Rental Fee-3 Lanes @ \$4.00 per/lane = \$12.00 x 16 Classes =	\$192.00
		TOTAL: \$592.00
	Payment to Keller ISD Natatorium for Session I in two payments:	\$296.00 Due by Friday, August 27, 2004 \$296.00 Due by Friday, October 1, 2004

Session II	Monday, October 4 through Friday, December 31, 2004 (Approximately 13 Weeks)	
	M, W & F Shallow Water Class (4'-5' Depth)	11:00am-12:00pm
	T & Th Deep Water Class (6'-6'4" Depth)	6:00pm-7:00pm
	Cancellation of Classes Due to Holidays:	Thursday, November 25 Friday, November 26 Wednesday, December 22 Thursday, December 23 Friday, December 24 Saturday, December 25 Friday, December 31 Thanksgiving Day Thanksgiving Break Winter Break Winter Break Christmas Eve Christmas Day New Year's Eve

General Information: Prospective Age Group of Participants: Age 20 to 55
Registration through the Society of M.S. Ft. Worth only

MS Monthly Meeting: Wednesday, October 27 2004 12:00pm-1:15pm
Wednesday, November 23, 2004 12:00pm-1:15pm
Wednesday, December 15, 2004 12:00pm-1:15pm

Financial Consideration & Rate: Session II
Instructor Hourly Rate at: \$25.00 @hr. x 36 Shallow Water Classes (Session II) = \$900.00
Pool Rental Fee-3 Lanes @ \$4.00 per/lane = \$12.00 x 36 Classes (Session II): \$432.00
TOTAL: \$1,332.00

Payment to Keller ISD Natatorium for Session II in three payments:

\$440.00 Due by Friday, October 29, 2004
\$440.00 Due by Friday, November 19, 2004
\$440.00 Due by Friday, December 17, 2004

Session III Monday, January 3 through Saturday, May 28, 2005 (Approximately 21 Weeks)

M, W & F Shallow Water Class (4'-5' Depth) 11:00am-12:00pm
T & Th Deep Water Class (6'-6'4" Depth) 6:00pm-7:00pm

Cancellation of Classes Due to Holidays: Monday, January 17 Martin Luther King Day
Monday, February 21 President's Day

General Information: Prospective Age Group of Participants: Age 20 to 55
Registration through the Society of M.S. Ft. Worth only

MS Monthly Meeting: Wednesday, January 26, 2005 12:00pm-1:15pm
Wednesday, February 23, 2005 12:00pm-1:15pm
Wednesday, March 30, 2005 12:00pm-1:15pm
Wednesday, April 27, 2005 12:00pm-1:15pm
Wednesday, May 25, 2005 12:00pm-1:15pm

Financial Consideration & Rate: Session III
Instructor Hourly Rate at: \$25.00 @hr. x 61 Shallow Water Classes (Session III) = \$1,525.00
Pool Rental Fee-3 Lanes @ \$4.00 per/lane = \$12.00 x 61 Classes (Session III): \$732.00
TOTAL: \$2,257.00

Payment to Keller ISD Natatorium for Session III in five payments:

\$451.40 Due by Friday, January 21, 2005
\$451.40 Due by Friday, February 25, 2005
\$451.40 Due by Friday, March 25, 2005
\$451.40 Due by Friday, April 29, 2005
\$451.40 Due by Friday, May 27, 2005

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. 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 **North Central Texas Chapter of the National Multiple Sclerosis Society** 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 **North Central Texas Chapter of the National Multiple Sclerosis Society** 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 **North Central Texas Chapter of the National Multiple Sclerosis Society** 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: North Central Texas Chapter
of the National Multiple Sclerosis Society
date: _____

for: Keller ISD
date: _____

by: _____
Melanie Wilson
President/CEO
Fort Worth, Texas
817-306-7003

by: _____
Lee Feris
Keller ISD Natatorium Manager
1000 Bear Creek Parkway
Keller, Texas 76248
817-744-1350

Address: _____

by: _____
Kent Morrison
Assistant Superintendent for Finance