



BOARD OF SCHOOL TRUSTEES

KELLER INDEPENDENT SCHOOL DISTRICT

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

TO: BOARD OF SCHOOL TRUSTEES

DATE: June 28, 2004

**ACTION: APPROVAL OF CONTRACT FOR EAGLE MOUNTAIN SAGINAW
INDEPENDENT SCHOOL DISTRICT – SCHOOL YEAR 2004-2005**

Beginning Monday, August 23, 2004 the Eagle Mountain Saginaw Independent School District will partner with Keller ISD for the use of the Natatorium for its High School Varsity/Junior Varsity Swim program. Boswell High School will train at the Keller ISD Natatorium during the 2004-2005 school year.

The attached contract agreement between Eagle Mountain Saginaw Independent School District and Keller ISD has been reviewed and approved by Keller ISD and Eagle Mountain Saginaw ISD legal counsel.

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The administration recommends approval of the Eagle Mountain Saginaw ISD 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, **Eagle Mountain Saginaw Independent School District** 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. Off-season training and practice will occur beginning Monday, February 28 through Friday, May 13, 2005. Proof of Liability Insurance with Keller ISD as a named insured will be provided by the Eagle Mountain Saginaw 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 Eagle Mountain Saginaw Independent School District at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Eagle Mountain Saginaw Independent School District shall make payment of \$3,800.00 prior to the first day of the 2004-2005 school year to Keller ISD Natatorium.

School: Boswell High School
Head Varsity Swim Coach: Nancy Wendell
Assistant Swim Coach: Michael Cagle

Contact: Tim Daughtrey
Eagle Mountain Saginaw ISD Athletic Director
P.O. Box. 79160
Fort Worth, Texas 76179
Main #: 817-232-0880
FAX #: 817-232-3596

Contract Period: Seasonal (Approximate 6 ½ Month Period/26 Weeks)

Monday, August 23rd 2004 through Thursday, February 24th, 2005

Thursday, January 27, 2005

Friday, February 11, 2005

Thursday, February 17, 2005

Friday, February 18, 2005

-Excluding November 25, 2004

-Excluding Week of December 22-26, 2004

-Excluding January 1, 2005

Swim Meet Tentative

Swim Meet Tentative

Swim/Dive Meet Tentative

Swim/Dive Meet Tentative

Thanksgiving Day

5 Day Break UIL Mandate

New Year's Day

Extended Contract Period: Off-Season (Approximate 2 ½ Month Period (11 Weeks)

Monday, February 28th 2005 through Friday, May 13th, 2005

Total Contract Amount for School Year 2004-2005:

\$3,800.00

5 Lanes/Swimming

Terms: Monday through Friday Practice:

Boswell High School Varsity/Junior Varsity Swim Team
3:45pm to 5:00pm = 1.25 Hr's. Daily – Swimming

Monday, August 23rd 2004 through Thursday, February 24, 2005

Monday - Friday: Regular Season

1.25 Hours Per Day
x 5 Days Per Week
6.25 Hours Per Week
x 5 Lanes
31.25 Lanes Per Week
x 25 Weeks
781.25 Total Lanes
x \$4.00 Rate Per Lane
\$3,125.00

\$3,125.00

\$675.00

\$3,800.00

Monday, February 28 through Friday, May 13, 2005

Monday, Wednesday & Friday: Off Season

1.25 Hours Per Day
x 3 Days Per Week
3.75 Hours Per Week
x 5 Lanes
18.75 Lanes Per Week
x 9 Weeks
168.75 Total Lanes
x \$4.00
\$675.00

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 **KISD 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 **Eagle Mountain Saginaw 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 **Eagle Mountain Saginaw 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 **Eagle Mountain Saginaw Independent School District** 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: Eagle Mountain Saginaw Independent School District
date: _____

by: _____
Tim Daughtrey
Eagle Mountain Saginaw ISD Athletic Director
817-232-0880

Date: _____
Address: _____

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