

Walker-Hackensack-Akeley High School
&
Nevis High School

Cooperative Agreement for Wrestling
2024-2025

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Agreement and Memorandum of Understanding

WHEREAS, the Board of Education of Independent School District #113 (WHA) and Nevis Independent School District #308 are interested in allowing interscholastic wrestling to be run by the WHA District at an equal cost for all participants for the 2024-2025 school year, and

WHEREAS, WHA and Nevis are interested in having the WHA School Board and the Nevis School Board allow the wrestling program to participate for the 2024-2025 school year, and

IT IS, THEREFORE, AGREED between both parties as follows:

I. CONTROL OF ALL EXTRA-CURRICULAR ACTIVITIES

WHA and Nevis recognize that WHA is in charge and control of the WHAN (Walker-Hackensack-Akeley-Nevis) wrestling program. Extra-curricular activities shall mean all direct and personal services for public school pupils for their enjoyment that are managed and operated under the guidance of an adult or a staff member.

II. PARTIES TO AGREEMENT

The parties to this agreement are the following school districts: ISD #113 (WHA) and ISD #308 (Nevis).

III. DURATION OF AGREEMENT

This agreement between the parties is for a period of one year, or until terminated by mutual consent of the parties or until one of the parties is unable, or is reasonably expected to become unable to perform its obligations of this agreement, at which time this MOU will be null and void and all extra-curricular activities associated with the MOU shall end immediately. This agreement will be reviewed each April by two members each from WHA and Nevis: the Activities Directors and Superintendents of both districts.

IV. DEFINITIONS

Extra-curricular activities have all of the following characteristics:

- a. They are not offered for school credit, nor required for graduation
- b. They are generally conducted outside school hours, or if partly during school hours, at times agreed upon by both districts, and approved by school authorities.
- c. The content of the activities is determined primarily by the pupil participants under the guidance of a staff member or other adult.

V. EXTRA-CURRICULAR ACTIVITY AND SCHOOL NAME

No extra-curricular activity shall be participated in by the teacher or pupil in the public schools of WHA, nor shall the school name or any applied name be used in connection therewith, except by consent and direction of the WHA School Board.

VI. ACCOUNTING

All gate receipts from the WHAN wrestling program, including Minnesota State High School League post-season reimbursement, shall be the property of the WHA Schools and subject to its policies and procedures. These funds shall be used to offset the expenses of the program. All purchases shall be made according to the policies of WHA.

VII. FUNDING

WHA and Nevis agree to evenly divide all costs of the wrestling program based upon each school's number of participants. All expenses and profits incurred from the wrestling program by each school will be turned into the WHA Business Office and the total expenses will be divided by the total number of pupil participants. WHA and Nevis agree to pay the cost per participant for each participant they have in the program. All program costs will be included: coaches' salaries, transportation, equipment, entry fees,

etc. A line item breakdown of costs will be provided to both districts.

a. PROGRAM COSTS

All new capital equipment expenditures paid for by WHA or WHAN Wrestling Booster Club for the wrestling program will belong to WHA.

b. PLAYER USER FEES

Each participant of the WHAN Wrestling Program will pay the participation fee to their respective school, established by their Board of Education.

VIII. TRANSPORTATION

WHA and Nevis will be responsible for the transportation of students to and from wrestling meets and practices. Nevis will transport pupils to WHA and WHA paid transportation will transport from the school to the event site.

IX. SCHEDULING

The WHA Activities Director and head coaches shall be responsible to schedule each season event for the wrestling program. Contests shall be scheduled only with teams registered with the Minnesota State High School League. The WHA Activities Director shall be responsible for administration of all contracts associated with wrestling, as is the case with other school athletic programs.

X. STUDENT PARTICIPANTS

All student discipline and academic eligibility will follow the guidelines outlined by the Minnesota State High School League, as well as WHA and Nevis School Board policies. The provisions of this agreement shall apply to all students duly enrolled in grades 7-12 in the co-op. Only students duly enrolled in co-op member schools shall be eligible for participation as members of the wrestling program or under cooperative agreements with the other school districts.

XI. EQUIPMENT AND FACILITIES

It is expressly understood that WHA and Nevis shall incur no cost or liability for providing maintenance and/or supervision of playing/practice facilities for the wrestling program.

Existing equipment used in the wrestling program shall remain the property of the school district. The district reserves the right to require replacement when required for safety or school image. Facilities for the wrestling program shall be provided to the districts at no charge for rental, insurance, or utilities for the duration of the agreement. It shall be the responsibility of WHA to maintain the building-related equipment for all scheduled activity times within the facilities.

During all MSHSL scheduled wrestling events, participants will wear WHAN wrestling gear as the official team uniform. All game apparel purchased must be approved by the WHA Activities Director prior to purchasing. Color, logo, and style of uniform must be presented for approval to the WHA AD. Alternate uniforms may be worn for scrimmages due to numbers and MSHSL rules regarding official school uniforms.

XII. STAFF

- a. All coaches hired for the wrestling program shall be duly certified and approved by the WHA Board of Education upon the recommendation of the WHA AD.
- b. It is recommended and encouraged that the head coach work with the WHAN youth programs to stimulate development of youth for the varsity program.
- c. **CONTRACTS:** Referee contracts for the wrestling program will be directed by the WHA AD and/or district administration.
- d. The host school for any given event will provide supervision of fans during each home contest held at each school. Individuals who will be serving in that capacity will meet with the host

school's AD to go over expectations of these positions. Officials' costs will be paid by the host school for each individual event. The cost of the official and the gate receipts will be turned in to the WHA Business Office.

XIII. INSURANCE

It shall be the responsibility of WHA and Nevis to provide insurance for facilities, property and equipment contained therein and a liability policy for the same limits as those held by the Districts for any occurrences not directly related to the High School team activity. This should include general liability for limits of no less than \$1,000,000 per occurrence and \$3,000,000 general aggregate. The parties shall provide proof of insurance to Nevis with a "hold harmless" clause for those non-school related activities.

WHA and Nevis insurance policies should show an endorsement that includes District #308 as an additional insured. District #308 and District #113's liability insurance shall apply only to the activities under its sanction and supervision.

The parties shall not commence any activities herein until they have obtained the insurance and such insurance has been approved by WHA. The parties shall indemnify, defend, and save ISD #308 and ISD #113, its officers, and employees, from all suits, actions, and claims of any character brought because of injuries or damage received or sustained by any person, person or property on account of the operations of said parties; or on account of or in consequence of any neglect in the maintenance or use of the facilities of equipment.

Signed,

Superintendent, District #113 Date

Superintendent, District #308 Date

Chairperson, WHA Board of Education Date

Chairperson, Nevis Board of Education Date