Agreement for Cooperative Sponsorship of Cross-Country, Track, and Golf

This Agreement is made between the School Boards of Independent School District No. 739 (ISD #739), Kimball, Minnesota and Independent School District No. 463 (ISD #463), Eden Valley-Watkins, Minnesota. The parties agree as follows:

- I. <u>Agreement to Cooperate</u>. ISD #739 and ISD #463 agree to update the agreement of the cooperative sponsorship for boys and girls: cross country, track and golf. This Agreement rescinds the previous Agreement(s) dated 1986.
- II. <u>Terms and Conditions of Cooperative Sponsorship</u>. Any combined program shall be cooperatively sponsored upon the following terms and conditions:
 - A. <u>Coordinating District</u>. The cross country and track cooperative program will be coordinated by ISD #463; the golf cooperative programs will be coordinated by ISD #739.
 - B. <u>Team Name</u>. The teams shall be known as the Eden Valley-Watkins/Kimball (EV-W/K) Cross Country Teams, Eden Valley Watkins/Kimball (EV-W/K) Track Teams, and Kimball/Eden Valley-Watkins (K/EV-W) Golf Teams.
 - C. <u>Contracts</u>. Except as otherwise provided herein, contracts related to the cooperatively sponsored team with groups such as referee associations, with individuals, or with other schools or school districts, shall be made by the coordinating districts' School Board, after consultation with the cooperating district.
 - D. Allocation of Costs. All costs of the combined program shall be divided as follows:
 - i. Each district will be responsible for daily transportation of their own participants to and from practice sessions. This will not be included in cost sharing expenses.
 - ii. Each district will pay for expenditures, and receive revenues from hosted contests throughout the year to provide adequate supplies, equipment, transportation to contests, etc., as necessary to create a competitive program.
 - iii. Each district will mutually agree before purchasing an item that will exceed \$500.
- III. All revenues generated through entry fees for hosted contests shall be shared 50/50 between the cooperating districts, and are to be reported to the other district by July 15 following the end of the school year.

- IV. All costs shall be shared 50/50 between the cooperating districts, and are to be reported to the other district by July 15 following the end of the school year. These expenditures include, but are not limited to:
 - · Salary and benefits for all coaches
 - · Salary and related costs for officials and event workers
 - Expenses for coaching clinics
 - Entry fees
 - · Facility rental fees
 - Equipment and supply budgets
 - Transportation to events
 - State tournament expenses
 - Trainer expenses
- V. <u>Uniform Replacement</u>. Uniform replacement will occur on a schedule mutually agreed upon by the coordinating districts. Each district will pay 50% of the total cost of uniform replacement at the time of purchase.
- VI. <u>Equipment Inventory</u>. An equipment inventory including the item description, vendor name, date of purchase, and purchase price shall be kept by each District for equipment purchased by the individual district (i.e. pits, standards, poles, hurdles, starting blocks, etc.). Upon termination of this agreement, supplies purchased jointly will be divided equitably between the districts; equipment would be retained by the district that purchased the equipment.
- VII. <u>Concessions</u>. The provision of concessions at home events shall be the responsibility of the home location school and concession revenues will be kept by home site.
- VIII. <u>Utilization of Resources</u>. Personnel in charge of the program shall make every attempt to utilize the resources of each of the cooperating schools, such as equipment and uniforms.

A. <u>Employment of Personnel</u>.

- i. All current coaches hired prior to July 1, 2017, will be paid on the schedule of the district they are currently paid on. All coaches hired after July 1, 2017, shall be paid on the following basis:
 - a. Head and assistant coaches will be paid on the schedule by ISD #463.
 - b. Junior high coaches will be paid on the schedule by ISD #739.
- ii. Recommendations for employment of personnel by each board shall be in accordance with that board's policies.
- iii. Coaches and other personnel employed by a school district shall meet applicable state licensure requirements, if any.
- iv. Each district will have coaching representation.

- v. Current Coaching Assignments (Coaching positions may change with participation numbers):
 - a. Golf coaches: 1 Head Boys Coach, 1 Head Girls, 1 Junior high
 - b. Cross country: 1 Head Coach, 1 Assistant Coach. We will add junior high coach if over 40 participants
 - c. Track: 1 Head Boys Coach, 1 Head Girls Coach, 3 Assistant Coaches, 2 Junior High Coaches
- IX. Control and Supervision of Programs and Participants. The control and supervision of a combined program and of the behavior of student participants which relates to their participation in the program shall be the responsibility of the home school district. The control and supervision of student participants while in the program shall be the responsibility of the host school district. The control and supervision of student participants while in transport to and from the host school district shall be the responsibility of the home school district.
- X. <u>Resolution of Disputes</u>. Any disputes relating to this agreement or items in this agreement, or items in this agreement requiring clarification, will be investigated by the school superintendents from each district and they will present their findings and recommendations to their respective boards.
- XI. <u>Term; Dissolution</u>. The term of this Agreement shall begin in school years 2016-2017 and 2017-2018. This agreement will be continuous following the first two year agreement, unless an application for dissolution is submitted as outlined in MSHSL bylaws.
- XII. <u>Liability; Insurance</u>. Nothing contained in this agreement shall relieve any party to this agreement from liability for its negligence or that of its officers, agents and employees. Each party shall carry liability insurance in the amount of \$100,000 for any claimant and \$300,000 for any number of claims arising out of a single occurrence. The policy shall name the officers, agents and employees of the other party as named insureds. Each party shall provide the other party with a certificate evidencing such insurance coverage.

In Witness Whereof, the Parties, by their respective officers on the dates indicated, have executed said agreement.

Independent School District No. 739 Kimball, Minnesota	Independent School District No. 463 Eden Valley-Watkins, Minnesota
By: School Board Chair	By: School Board Chair
By:	By:
Dated:	Dated: