

## **COOPERATIVE SPONSORSHIP OF ACTIVITIES**

*(11/4/82 - Revised 4/1989; 4/1999)*

### **A HISTORY AND A MODEL RESOLUTION FOR SCHOOL BOARDS**

There has been a great interest expressed in the concept of two or more schools sharing teams in athletic and fine arts activities. Districts faced with declining enrollments or tightening budgets have seen this as a tool which, in many instances, could allow them to continue to provide opportunities in many diverse areas to as great a number of students as possible.

In 1980, in response to this interest and perceived need, the Minnesota State High School League amended its General Rules to allow the governing boards of member schools to apply to the MSHSL Board of Directors for approval to provide combined high school programs.

The resolution and agreement which follow have been developed by the staffs and legal counsel of the respective organizations. The Board of Directors of the MSBA and of the MSHSL have approved the documents and submit them as a recommendation for your consideration. Both organizations recognize that many items must be negotiated before the agreement is complete. It is suggested that the format and content of this model agreement be closely followed to provide maximum protection to each party. There is still room, however, to tailor it to the individual needs and desires of the participating schools.

In addition, the following should be noted in regard to the model agreement:

1. The model agreement is drafted to cover cooperative sponsorship of teams from only two schools. League rules allow cooperative sponsorship by two or more member schools. The model will need to be revised if more than two schools are to be included.
2. The model is drafted as an agreement between the school boards of two independent school districts. Since cooperation is allowed between MSHSL member schools, it is possible that two high schools in one school district or a school district and a non-public school, a home school or a charter school would wish to sponsor a combined program. The model will need to be revised slightly in those instances.
3. The cooperative sponsorship must be for a minimum of two years and shall be continuous following the first two years unless an application for dissolution is submitted to the Board of Directors.
4. A separate joint agreement should be prepared and adopted for each activity which is to be cooperatively sponsored. Each agreement should show cost allocations for that activity.
5. The boards must make determinations and specify in the agreement items such as the allocation of various costs and revenues between the parties; who will be the employer of the various combined program personnel; the duration of the agreement; and the proper levels of insurance coverage.
6. If any one of the cooperating schools is a Class "AA" school, the cooperatively sponsored team will be in Class "AA." If two or more Class "A" schools are included in the cooperative sponsorship and the total enrollment of the combined schools would exceed 500 students, the cooperative sponsorship will be classified as Class "AA."

7. The agreement only covers MSHSL-sponsored high school activities. If elementary or junior high school or other non-sponsored activities are to be covered, a joint powers agreement should be utilized. That joint powers agreement could, however, incorporate many of the concepts and features in this proposed agreement.
8. The proposed liability insurance coverages listed are the minimum amounts required by statute. Higher levels of coverage are recommended.

*If you have any questions, we would suggest that you contact the office of the Minnesota State High School League (763-560-2262) or the Minnesota School Boards Association (507-934-2450 or 612-333-8577 Metro or 1-800-324-4459 MN Only).*

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING COOPERATIVE SPONSORSHIP AGREEMENT**

**WHEREAS**, a proposed Agreement has been negotiated and drafted regarding the cooperative sponsorship of a joint high school \_\_\_\_\_ program.

**WHEREAS**, a copy of the proposed draft is attached and incorporated by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the School Board of Independent School District No. \_\_\_\_\_, as follows:

1. That the attached Cooperative Sponsorship Agreement be and hereby is approved;
2. That the Chairman and Clerk are hereby authorized to execute the attached Cooperative Sponsorship Agreement and to make the required application to the Board of Directors of the Minnesota State High School League; and
- \*3. That this resolution shall be effective only upon the adoption of a similar resolution by the Governing Board or School Board of the cooperating school or school district.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

\_\_\_\_\_

*\*Note: not necessary if combined program involving two high schools in the same school district.*

## AGREEMENT FOR COOPERATIVE SPONSORSHIP OF

Boys and Girls Track and Field  
(Activity)

This Agreement is made between the School Boards of Independent School District No. 239, Rushford, Minnesota and Independent School District No. 294, Houston, Minnesota. The parties agree as follows:

1. Joint Application. The above-named governing boards shall jointly make an application to the Minnesota State High School League (MSHSL) Board of Directors not later than the first day of practice for that sport season to be considered for that sport season for approval for cooperative sponsorship of a joint high school Boys and Girls Track and Field activity program, hereinafter "combined program", for students attending Rushford-Peterson High School and Houston High School for school years 2018-19 and 2019-20.
2. Purpose. The purposes for the above-named boards agreeing to apply for authority to cooperatively sponsor the combined program are as follows: (Specify conditions which have prompted the Boards to agree.)
  - A. Each district has too low of numbers to provide a competitive track and field program.
  - B. Houston does not have the facilities to provide and competitive track and field program.
  - C.
  - D.
  - Etc.
3. Agreement to Cooperate. If the joint application is approved by the MSHSL Board of Directors, the above-named governing boards agree that they will cooperatively sponsor any such combined program which may be offered in any school years specified; provided that nothing in this provision shall be deemed to require that the governing boards offer that combined program at all in any particular year.

4. Terms and Conditions of Cooperative Sponsorship. Any combined program shall be cooperatively sponsored upon the following terms and conditions:

A. Team Name. The team shall be known as the R-P/H (Trojans) with Independent School District No. 239 serving as host school district. *(The official school identification in tournament programs and press releases for cooperatively sponsored teams will be listed as indicated on the cooperative sponsorship resolutions submitted by the schools. Following the team name, and set off by parentheses, will be the names of the member schools involved in such cooperative sponsorships; i.e., "Brainerd Warriors" (Brainerd/Pillager); "Winona Winhawks" (Winona/Winona Cotter, etc.)*

B. Contracts. 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 governing board of Independent School District No. 239 after consultation with the governing board of the cooperating school district.

C. Allocation of Costs. All costs of the combined program shall be allocated between the parties in the manner indicated below for each expenditure category listed:

- (1) Expenses for transportation, including daily transportation of participants to and from practice sessions and contests. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (2) Expenses for transportation to "away matches." (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (3) Expenses for spectator buses. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (4) Expenses for facilities, lights, heating, showers, towels, laundry, etc. of the host school, including maintenance of practice and competitive facilities. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will

follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (5) Expenses for banquets and awards. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (6) Expenses for scouting, coaches meetings, and workshops. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (7) Expenses for payment of referees and other personnel necessary to stage the event. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (8) Expenses for purchasing of supplies and equipment. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (9) Expenses for salary and fringe benefit costs for assistant coaches and other activity personnel. (Specify method of allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

- (10) Other expenses. (Specify expense item and allocation.)

Proration will be determined by the total costs divided by the number of participants. (Total costs are not to include the head coach pay. Each district will follow their own teacher contract and pay for this separately). Houston will pay the proata amount based on their participants.

In the event that the allocation of an expenditure item is not specified above, the costs of that item shall be shared EQUALLY between the cooperating parties.

- D. Allocation of Gate Receipts. Funds from gate receipts shall be divided by the parties after payment of referees and other personnel in the following manner. (Specify method of allocation.)

Go to the host school

In the event the gate receipts are insufficient to make the payments, the parties shall make up the difference in the following manner. (Specify method of allocation.)

- E. Concessions. The provision of concessions at home matches shall be the responsibility of the home location school and concession revenues shall not be covered by the provisions of this agreement unless the parties specifically agree to the contrary herein.

Provided by the host school

- F. Utilization of Resources. 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.

- G. Employment of Personnel.

- (1) A head coach shall be employed from Independent School District No. 239 and a head coach shall be employed from Independent School District No. 294 for the combined program. In the event one of the cooperating schools has less than 14 participants, a meeting will take place before the start of the season to discuss options. \*\*\*please note that Houston has not had less than 18 participants for the past 10 years\*\*\*\*

- (2) Other joint program personnel, if any, shall be employed as follows:

	<u>Position</u>	<u>Employer</u>
a.	Assistant coaches	#239 & #294
b.		
c.		
	etc.	

- (3) Recommendations for employment of personnel by each board shall be in accordance with that board's policies.

- (4) Coaches and other personnel employed by a school district shall meet applicable state licensure requirements, if any. Coaches and other personnel employed by a non-public school shall meet the requirements prescribed by the non-public school's governing board and accrediting organization.
- (5) In the event a licensed head coach is required for an activity and is not available, this agreement shall be terminated, unless the parties have secured a waiver of this regulation from the State Department of Education.

H. 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 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.

- 5. Interdistrict Advisory Board. An Interdistrict Advisory Board may be formed from members of the schools to work on the improvement of the various co-sponsored programs.
- 6. Resolution of Disputes. Any disputes relating to this agreement or items in this agreement requiring clarification will be investigated by the school superintendents from each school and they will present their findings and recommendations to their respective boards.
- 7. Term: Dissolution. The term of this agreement shall be for school years 2018-19 and 2019-20. The agreement shall be continuous following the first two-year agreement unless an application for dissolution is submitted. Requests to dissolve cooperative sponsorships of activities must be submitted to the MSHSL anytime prior to the first day of practice for that sport season to be considered for the following year. If the early dissolution of the agreement is not approved, the combined program must be offered cooperatively or not at all during the remaining term of the agreement.
- 8. Liability; Insurance. 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 \$1,000,000 (not less than a minimum of \$100,000, as required by law, but a larger amount is suggested) for any claimant and \$2,000,000 (not less than a minimum of \$300,000, as required by law, but a larger amount is suggested) 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.239**

Rushford, Minnesota

By Chairman: \_\_\_\_\_

By Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

**INDEPENDENT SCHOOL DISTRICT No.294**

Houston, Minnesota

By Chairman: \_\_\_\_\_

By Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

*This agreement form was prepared and approved by the Minnesota School Boards Association and the Minnesota State High School League. (1982)*

Rev. 2/18/99

**Insert most recent Application for Cooperative Sponsorship and Application for Dissolution of Cooperative Sponsorship**