

AGREEMENT FOR COOPERATIVE SPONSORSHIP OF

La Crescent-Hokah ISD #300
(All Activities)

This Agreement is made between the School Boards of La Crescent Montessori and STEM School – Charter School, LaCrescent, Minnesota and Independent School District No.300, La Crescent-Hokah High School, La Crescent, 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 activities program, hereinafter "combined program", for students attending LaCrescent Montessori and STEM School and La Crescent-Hokah High School for school years 2022-2023 and 2023-2024.

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. La Crescent Montessori and STEM School has no opportunity from its immediate district for its students to participate in a variety of activities.

B. The numbers at La Crescent Montessori and STEM School does not affect enrollment numbers for section play for La Crescent-Hokah High School.

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 Lancers with Independent School District No. 300 - La Crescent-Hokah serving as host school district.

- 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. 300, La Crescent-Hokah High School.
- C. Allocation of Costs. All costs of the combined program listed below in Sections 1-11 shall be determined by the total cost of the item divided by the number of total participants. Each cooperating school shall pay the prorated amount based on its number of participants. Areas included in prorate calculations include:
- (1) Expenses for transportation to "away matches."
 - (2) Expenses for spectator buses if the spectator buses are offered to both schools within the cooperative. Spectator buses only offered to one school within the cooperative shall be the financial responsibility of the district offering the bus.
 - (3) Expenses for facilities, lights, heating, showers, towels, laundry, etc. of the host school, including maintenance of practice and competitive facilities.
 - (4) Expenses for banquets and awards.
 - (5) Expenses for scouting, coaches meetings, and workshops.
 - (6) Expenses for payment of referees and other personnel necessary to stage the event.
 - (7) Expenses for purchasing supplies and equipment.
 - (8) Expenses for salary and fringe benefit costs for assistant coaches and other activity personnel. Head coaches salaries are included in this prorate calculation.
 - (9) Other expenses, such as expenses associated with participation in the Minnesota State Contest.
 - (10) Parents of participants (LMSS) will provide transportation to and from La Crescent-Hokah High School for practice and catching a bus for away events.

- (11) La Crescent Montessori and STEM School (LMSS) will pay for expenses per participant based on percentage of participation for each activity.

In the event that the allocation of an expenditure item is not specified above, the costs of that item shall be shared based on participation via proportion between the cooperating parties.

- D. Allocation of Gate Receipts. Funds from gate receipts shall be used to offset the total cost of the program before prorate calculations are computed.
- 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.
- 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) ISD #300, La Crescent-Hokah High School will provide all coaching personnel for each activity.
- (2) Coaches and other personnel employed by a school district shall meet applicable state licensure requirements, if any.
- (3) 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 including the Activities Director, Principal, Superintendent and Head of Schools.

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 district, and the superintendents will present their findings and recommendations to their respective boards.
7. Term: Dissolution. The term of this agreement shall be for school years 2022-2023 and 2023-2024. 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.

LaCrescent Montessori and STEM School

LaCrescent, Minnesota

By Chairman: *Melissa K. Johnson*

By Clerk: *Angela VonMaz*

Date: *6 / 6 / 2022*

INDEPENDENT SCHOOL DISTRICT No.300 - La Crescent-Hokah High School

La Crescent, Minnesota

By Chairman: *Eric Murken*

By Clerk: *Ruth Balacek*

Date:

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