

PENNSYLVANIA INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. (PIAA)
550 Gettysburg Road, P.O. Box 2008
MECHANICSBURG, PENNSYLVANIA 17055-0708
(800) 382-1392 (717) 697-0374 FAX: (717) 697-7721 WEBSITE: www.piaa.org

PIAA MEMBER SCHOOL REQUEST FOR COOPERATIVE SPONSORSHIP OF A SPORT FORM
(Revised July 1, 2008)

Pursuant to the provisions of ARTICLE III, ATTENDANCE, Section 11, Cooperative Sponsorship of a Sport, of the PIAA By-Laws, this Form, with all applicable attachments, must be submitted by all PIAA member senior high schools participating in the agreement for all requests for approval of Cooperative Sponsorship of a Sport agreements. Where such an agreement **would** affect the classification size of a PIAA member senior high school Team, the Form must be submitted by November 1st of any odd-numbered year to the PIAA District Committee having jurisdiction over the school, to be considered for the immediately following two-year reclassification cycle.

Name of Member School Sheffield Area Middle High School PIAA District 9

Mailing Address of Member School 6760 Route 6, Sheffield, PA 16347

Telephone Number of Member School (814) 968-3720

Public School District in which Member School is Geographically located: Warren County School District

PIAA Member Senior High School Conditions of Cooperative Sponsorship of a Sport

1. For cooperative sponsorship of a boys' sport, the male enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 225 students or less.

MALE enrollment as reported on October 1 st of the last odd-numbered year in grades	<u>9</u> 23	<u>10</u> 26	<u>11</u> 23	<u>Total</u> 72
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The combined male enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of all of the schools involved in cooperative sponsorship of a boys' sport will determine the classification of the Team in that sport.

2. For cooperative sponsorship of a girls' sport, the female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 225 students or less.

FEMALE enrollment as reported on October 1 st of the last odd-numbered year in grades	<u>9</u> 23	<u>10</u> 23	<u>11</u> 20	<u>Total</u> 66
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The combined female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of all of the schools involved in cooperative sponsorship of a girls' sport will determine the classification of the Team in that sport.

Name of other participating PIAA member senior high school(s), and public school district(s) in which it (they) is (are) geographically located:

Abraxas I/Arlene Lissner High School, Forest Area School District

Boys' and/or girls' sport(s) requesting to cooperatively sponsor and name of host school in parenthesis:

Girl's Varsity Track & Field (Sheffield Area Middle High School)

Reason(s) for requesting cooperative sponsorship of a sport(s): Per Warren County School District policy, we face the possibility of program elimination due to declining participation

Pursuant to the provisions of ARTICLE III, ATTENDANCE, Section 11, Cooperative Sponsorship of a Sport, of the PIAA By-Laws, this Form, with all applicable attachments, must be submitted by all PIAA member junior high/middle schools, which are not located in the same public school district, participating in the agreement for all requests for approval of Cooperative Sponsorship of a Sport agreements.

PIAA Member Junior High/Middle School Conditions of Cooperative Sponsorship of a Sport

- For cooperative sponsorship of a boys' sport, the male enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year, in each of the schools but one in grades six through eight must be 225 students or less.

MALE enrollment as reported on October 1 st of the last odd-numbered year in grades	6	7	8	Total
	_____	_____	_____	_____

- For cooperative sponsorship of a girls' sport, the female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, in each of the schools but one in grades six through eight must be 225 students or less.

FEMALE enrollment as reported on October 1 st of the last odd-numbered year in grades	6	7	8	Total
	_____	_____	_____	_____

Name of other participating PIAA member junior high/middle school(s), and public school district(s) in which it (they) is (are) geographically located:

Boys' and/or girls' sport(s) requesting to cooperatively sponsor and name of host school in parenthesis:

Reason(s) for requesting cooperative sponsorship of a sport(s):

I hereby certify that at a meeting of the School Board of the Warren County School District

Public School District or of the Board having jurisdiction over the applicant school, duly called and held on

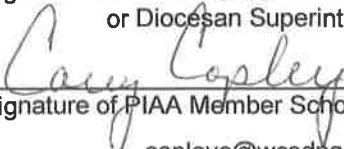
Wednesday, the 23rd day of January, 2019, the Board duly adopted a resolution or entered
(Day) (Date) (Month) (Year)

into a written agreement that fully delineates the terms and conditions that pertain to cooperative sponsorship of a sport by the PIAA member school(s) involved in the agreement.

(Signature of Public School Board Secretary or Secretary of Board having jurisdiction over member school)

(Signature of Public School District, Archdiocesan, or Diocesan Superintendent)


(Signature of PIAA Member School Principal)


(Signature of PIAA Member School Athletic Director)

smithg@wcsdpa.org

copleyc@wcsdpa.org

(E-mail address of PIAA Member School Principal)

(E-mail address of PIAA Member School Athletic Director)

This request was approved at a meeting of the PIAA District _____ Committee held on _____, (Day)

the _____ day of _____, 20_____
(Date) (Month) (Year)

(Signature of PIAA District Chairman)

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PIAA MEMBER SCHOOL REQUEST FOR COOPERATIVE SPONSORSHIP OF A SPORT FORM
 (Revised July 1, 2008)

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Name of Member School Abraxas I / Arlene Lissner High School PIAA District 9

Mailing Address of Member School Post Office Box 59, North Forest Road, Marienville, PA 16239

Telephone Number of Member School (814) 927-6615

Public School District in which Member School is Geographically located: Forest Area School District

PIAA Member Senior High School Conditions of Cooperative Sponsorship of a Sport

- For cooperative sponsorship of a boys' sport, the male enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 225 students or less.

MALE enrollment as reported on October 1 st of the last odd-numbered year in grades	<u>9</u> 15	<u>10</u> 19	<u>11</u> 24	<u>Total</u> 58
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The combined male enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of all of the schools involved in cooperative sponsorship of a boys' sport will determine the classification of the Team in that sport.

- For cooperative sponsorship of a girls' sport, the female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 225 students or less.

FEMALE enrollment as reported on October 1 st of the last odd-numbered year in grades	<u>9</u> 4	<u>10</u> 3	<u>11</u> 6	<u>Total</u> 13
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The combined female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of all of the schools involved in cooperative sponsorship of a girls' sport will determine the classification of the Team in that sport.

Name of other participating PIAA member senior high school(s), and public school district(s) in which it (they) is (are) geographically located:

Sheffield Area Middle / High School, Warren County School District

Boys' and/or girls' sport(s) requesting to cooperatively sponsor and name of host school in parenthesis:

Girls' Varsity Track & Field (Sheffield Area Middle High School)

Reason(s) for requesting cooperative sponsorship of a sport(s): Enrollment at ALHS is insufficient to support a girl's varsity track & field program.

Pursuant to the provisions of ARTICLE III, ATTENDANCE, Section 11, Cooperative Sponsorship of a Sport, of the PIAA By-Laws, this Form, with all applicable attachments, must be submitted by all PIAA member junior high/middle schools, which are not located in the same public school district, participating in the agreement for all requests for approval of Cooperative Sponsorship of a Sport agreements.

PIAA Member Junior High/Middle School Conditions of Cooperative Sponsorship of a Sport

- For cooperative sponsorship of a boys' sport, the male enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year, in each of the schools but one in grades six through eight must be 225 students or less.

MALE enrollment as reported on October 1st of the last odd-numbered year in grades

6	7	8	Total
_____	_____	_____	_____

- For cooperative sponsorship of a girls' sport, the female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, in each of the schools but one in grades six through eight must be 225 students or less.

FEMALE enrollment as reported on October 1st of the last odd-numbered year in grades

6	7	8	Total
_____	_____	_____	_____

Name of other participating PIAA member junior high/middle school(s), and public school district(s) in which it (they) is (are) geographically located:

Boys' and/or girls' sport(s) requesting to cooperatively sponsor and name of host school in parenthesis:

Reason(s) for requesting cooperative sponsorship of a sport(s):

I hereby certify that at a meeting of the School Board of the Abraxas I / Arlene Lissner High School

Public School District or of the Board having jurisdiction over the applicant school, duly called and held on

Wednesday, the 23rd day of January 2019, the Board duly adopted a resolution or entered

(Day) (Date) (Month) (Year)

into a written agreement that fully delineates the terms and conditions that pertain to cooperative sponsorship of a sport by the PIAA member school(s) involved in the agreement.

(Signature of Public School Board Secretary or Secretary of Board having jurisdiction over member school)

(Signature of Public School District, Archdiocesan, or Diocesan Superintendent)

(Signature of PIAA Member School Principal)

(Signature of PIAA Member School Athletic Director)

rreizt@abraxasyfs.com

dfitch@abraxasyfs.com

(E-mail address of PIAA Member School Principal)

(E-mail address of PIAA Member School Athletic Director)

This request was approved at a meeting of the PIAA District _____ Committee held on _____,

the _____ day of _____ 20____.

(Date) (Month) (Year)

(Signature of PIAA District Chairman)

COOPERATIVE AGREEMENT

THIS AGREEMENT made this 11th day of February, 2019, by and between the WARREN COUNTY SCHOOL DISTRICT, a School District organized under the laws of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as -----“District,”

AND

Cornell Abraxas Group, Inc. operating as ABRAXAS I/ARLENE LISSNER HIGH SCHOOL, a School organized under the laws of Pennsylvania, hereinafter sometimes referred to as -----“ABRAXAS I”.

WHEREAS, the District operates a school in Sheffield, Pennsylvania, known as Sheffield Area Middle/High School (hereinafter “SAMHS” or “Premises”); and

WHEREAS, ABRAXAS I is a school facility located in Forest County, Pennsylvania; and

WHEREAS, the parties hereto recognize the value of interscholastic athletic programs as an integral part of the school students’ school experience; and

WHEREAS, the enrollment of students at ABRAXAS I is insufficient to sponsor and compete in the sport of girls’ high school outdoor track and field;

WHEREAS, the SAMHS girls’ high school outdoor track and field program would be improved and the students participating therein would derive greater benefit by the introduction of additional participants into said program; and

WHEREAS, this Cooperative Agreement (the “Agreement”) would permit interested and eligible ABRAXAS I student athletes to compete in the SAMHS girls’ high school outdoor track and field program while continuing their status as students at ABRAXAS I.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. During the term hereinafter stated, and contingent upon PIAA approval, the parties agree to operate a cooperative sponsorship/program through which interested and eligible student athletes from ABRAXAS I are permitted to participate in the SAMHS

girls' high school outdoor track and field program. The number of ABRAXAS I participants shall not exceed the maximum number of 15.

The parties agree to take the necessary steps and to execute the documents necessary to allow the operation of the cooperative sponsorship/program, and at a minimum the Board of School Directors of the District authorizes the District's Administration to make the appropriate application for a cooperative sponsorship/program to the Pennsylvania Interscholastic Athletic Association ("PIAA").

2. The term of this Agreement shall commence on the day and year first above written and shall remain in effect until June 30, 2020. Thereafter, this Agreement shall remain in effect unless it is terminated by either party by providing written notice of termination to the other party on or before January 1st of the applicable year. Notwithstanding the foregoing, in the event that the PIAA does not approve the cooperative sponsorship/program, this Agreement shall automatically terminate with no action being required of either party.
3. The following administrative and other responsibilities are hereby agreed to and shall be delegated between the parties as follows:
 - A. The administrative responsibilities for the cooperative girls' high school outdoor track and field program including, but not limited to, scheduling of contests, team transportation arrangements, and the like, shall remain with the District.
 - B. The above provision notwithstanding, ABRAXAS I shall be responsible, at its sole expense, for transporting its students from ABRAXAS I to SAMHS and from SAMHS back to ABRAXAS I for all practices, contests, and other such events.
 - C. The parties agree that ABRAXAS I students shall be subject to the same eligibility standards for participation in the girls' high school outdoor track and field program that apply to students of the District. The parties further agree that during the time ABRAXAS I students are on the Premises, as well as during practices, contests, and similar events that occur off the Premises, ABRAXAS I students will be held to the same standard of responsibilities, rules, duties, and conduct as is set forth in the District's Policy Manual, Student Handbook, and Athletic Handbook. Toward that end, ABRAXAS I agrees that the staff members it provides pursuant to the succeeding paragraphs herein will, among other things, assist in the enforcement of

those eligibility determinations, responsibilities, rules, duties and conduct as described in the Policy Manual, Student Handbook, and Athletic Handbook.

- D. The District agrees to maintain for the cooperative sponsorship/program the same level and quality of liability insurance coverage that the District maintains for, or in association with, other sports programs administered by the District.
- E. ABRAXAS I agrees to provide liability insurance, which lists the District as an additional insured, for the obligations and commitments undertaken by it herein including, but not limited to, ABRAXAS I's obligation to transport its students from ABRAXAS I to SAMHS and from SAMHS back to ABRAXAS I for all practices, contests, and other such events. The amount of said insurance shall be, for personal injury and property damage, a minimum of Two Million Dollars (\$2,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve ABRAXAS I from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of ABRAXAS I under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against the District, its agents, directors, officers, employees, or Board Members, it being the intention of the parties that the insurance so effected shall protect all such parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. ABRAXAS I shall provide the District with copies of all required insurance policies prior to the execution of this Agreement, and under no circumstances shall ABRAXAS I students be permitted to participate in the cooperative sponsorship/program until satisfactory proof has been provided to the District that all required insurance policies are in place, are in full force and effect, and list the District as an additional insured.
- F. To the greatest extent permitted by law, the District shall defend, indemnify and hold ABRAXAS I, its officers, employees and agents, for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from, arising out of, or associated with (i) the District's, its officers, agents, employees or students negligent, reckless, or intentional acts or omissions committed in association with the matters covered by this Agreement; (ii) the violation of any term of this Agreement by the

District's, its officers, agents, employees or students; or (iii) the violation of any federal, state, or local law, regulation, or ordinance by the District's, its officers, agents, employees or students. The District's duties and obligation in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, regardless of when they are asserted. However, nothing in this subparagraph F is intended to waive any immunity, damage limitation, or other such limitation of liability to which the District is entitled under law.

G. To the greatest extent permitted by law, ABRAXAS I shall defend, indemnify and hold the District, its officers, employees, directors, board members, and agents, for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from, arising out of, or associated with (i) ABRAXAS I's, its officers, agents, employees, or students negligent, reckless, or intentional acts or omissions committed in association with the matters covered by this Agreement; (ii) the violation of any term of this Agreement by the ABRAXAS I, its officers, agents, employees or students; or (iii) the violation of any federal, state, or local law, regulation, or ordinance by ABRAXAS I, its officers, agents, employees or students. ABRAXAS I's duties and obligation in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, regardless of when they are asserted.

H. ABRAXAS I acknowledges that ABRAXAS I has had full opportunity to inspect and examine the Premises, and that ABRAXAS I accepts the Premises in an "AS IS" condition with any and all defects that presently exist or that may arise in the future on account of any cause or reason. With the exception of those items covered by Section 3 (F) of this Agreement, ABRAXAS I agrees to assume all risk of, and liability for, any accident or injury to ABRAXAS I, its employees, officers, agents or students, and ABRAXAS I acknowledges that this Agreement is entered into for the convenience of and at the request of ABRAXAS I.

4. The parties agree that both the ABRAXAS I and SAMHS students participating in the cooperative girls' high school outdoor track and field program will wear uniforms associated with SAMHS, namely the Sheffield "Wolverines".

5. ABRAXAS I agrees to pay to the District an annual participation fee that will be based on:

A. The cost of one assistant coach in accordance with the current academic year's contract between the Board and the WCEA; plus

B. A fee for each participating ABRAXAS I athlete that is equivalent to any participation fees that are charged by the District to its own student athletes participating in the SAMHS girls' high school outdoor track and field program during the applicable year; plus

C. A fee for each participating ABRAXAS I athlete of \$ 10.00 to cover the cost of consumable supplies as determined by the athletic coordinator at SAMHS (with the understanding that the fee may be adjusted in each succeeding year by applying the Consumer Price Index, U.S. City average, all items for all open consumers, as then most recently published for the then previous 12 month period, not to exceed a 5% increase in any year).

The annual participation fee, as determined by totaling items A, B, and C above shall be paid for each SAMHS girls' high school outdoor track and field season for which this Agreement remains in effect, regardless of the number of ABRAXAS I participants. The District shall calculate the participation fee and present the same to ABRAXAS I by invoice; ABRAXAS I agrees to pay said invoice within thirty (30) days of receipt.

6. ABRAXAS I will provide, at no cost to the District, a minimum of two (2) ABRAXAS I staff members to assist in the SAMHS girls' high school outdoor track and field program. The parties acknowledge and agree that these ABRAXAS I staff members will work under the direction of the SAMHS Principal and the head girls' high school outdoor track and field Coach at SAMHS while directly involved in practices, games and other such events.

7. The parties acknowledge and agree that the Principal of SAMHS has direct responsibility for administering the SAMHS athletic program of which the cooperative girls' high school outdoor track and field program contemplated by the Agreement will be a part. Accordingly, the parties agree that in all matters pertaining to the administration of the cooperative sponsorship/program, ABRAXAS I will follow the

directives of the Principal of SAMHS, and further ABRAXAS I agrees that its staff members shall utilize their best efforts to instruct and encourage the ABRAXAS I students participating in the cooperative sponsorship/program to follow said directives.

8. ABRAXAS I shall be responsible for complying with requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* for any ABRAXAS I employee who will have direct contact with students.
9. The parties agree that they conduct completely separate businesses or affairs and are separate entities and are not partners or joint venturers in any sense whatsoever. Further, ABRAXAS I represents and acknowledges that it, and its employees, officers, and agents, are independent contractors and are not agents, servants or employees of the District. Last, ABRAXAS I represents and acknowledges that its students participating in the cooperative girls' high school outdoor track and field program are not students of SAMHS or the District.
10. The parties hereto agree that this Agreement has been prepared by the combined efforts of the parties hereto and that the language used herein is not to be construed either in favor of, or against, any party hereto in the event that it is determined that any provision of this Agreement is ambiguous, or otherwise.
11. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.
12. The failure of either party to exercise any right or remedy provided for herein or to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any right, remedy, or entitlement to strict performance provided for herein and shall in no way affect the right of such party to enforce such right, remedy, or entitlement to strict performance at a later time. Additionally, the waiver of the breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

13. This Agreement shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by the parties hereto and approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

14. The parties hereto each represent and certify that the individuals identified below who sign this Agreement are authorized agents of each party; and that, following its execution by each party, this Agreement shall be legally binding upon each of the parties hereto.

IN WITNESS WHEREOF, the said parties to this Agreement intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

ATTEST

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

ATTEST:

ABRAXAS I/ARLENE LISSNER HIGH SCHOOL

Secretary

By: