

WARREN COUNTY SCHOOL DISTRICT
Warren, Pennsylvania
AGREEMENT

THIS AGREEMENT made this 9th day of August, 2010, 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

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 the "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 ABRAXAS I is insufficient to sponsor and compete in the sport of track and field;

WHEREAS, the SAMHS track and field program would be improved and the students participating therein would derive greater benefit by the introduction of additional participants to said program; and

WHEREAS, the two Parties have engaged in a cooperative program whereby athletes from ABRAXAS I have participated in the SAMHS track and field program; and

WHEREAS, the renewal of that arrangement via this Cooperation Agreement would permit interested and eligible ABRAXAS I athletes to compete in the SAMHS track and field program while yet continuing their student status at ABRAXAS I.

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

1. During the term hereinafter stated, the Parties agree to continue the cooperative sponsorship program in which they have engaged and under which interested and eligible athletes from ABRAXAS I participate in the SAMHS track and field program.

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

2. The term of this Agreement shall commence on the date hereof and continue through June 30, 2011. Thereafter, this Agreement shall continue on a year-to-year basis (from July 1 to the following June 30) until such time as either Party shall give one year (1yr.) prior written notice to the other of termination. This Agreement may be terminated in mid-term; however, the Parties agree to refrain from terminating the Agreement during the track and field season or during the forty-five (45) day time frame leading up to the commencement of track and field season ("track and field season" meaning the beginning of track and field practices as sanctioned by PIAA).
3. The following administrative and other responsibilities shall be delegated between the Parties as follows:
 - A. The administrative responsibilities for the cooperative track and field program including, but not limited to, scheduling of games, team transportation arrangements, and the like, shall remain with the District.
 - B. The above provision notwithstanding, ABRAXAS I shall be responsible for transporting the ABRAXAS I students to and from SAMHS for all practices, games, and other such events.
 - C. The Parties agree that during the time ABRAXAS I students are on the property of the District, as well as during practices, games, and similar events that occur off the property of the District, ABRAXAS I students will be held to the same standard of responsibilities, duties, and conduct as is set forth in the District's Policy Manual. Toward that end, ABRAXAS I agrees that the staff members it provides pursuant to the succeeding paragraphs hereof will, among other things, assist in the enforcement of those responsibilities and duties as described in the Policy Manual.
 - D. The District agrees to maintain for the cooperative 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 for the obligations and commitments undertaken by it herein including, but not limited to, ABRAXAS I's obligation to transport the ABRAXAS I students to and from SAMHS. 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 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 District with copies of all required insurance policies prior to the execution of this Agreement, and under no circumstances shall ABRAXAS I be permitted to have any access to the Premises until satisfactory proof has been provided to District that all required insurance policies are in place and are in full force and effect.

F. 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 or that may be alleged to have been caused by or resulting from or arising out of arising from or associated with District's, its officer, agents, employees or students negligent, reckless, or intentional acts or omissions committed in association with the matters covered by this Agreement. 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. ABRAXAS I shall defend, indemnify and hold District, 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 or that may be alleged to have been caused by or resulting from or arising out of arising from or associated with 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. 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, 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 track and field program will wear uniforms associated with SAMHS, namely the Sheffield "Wolverines".
5. ABRAXAS I agrees to pay to the District a participation fee. Participation fees will be based on the cost of one assistant coach in accordance with the current academic year's contract between the Board and the WCEA, along with a base per participant fee of TEN DOLLARS (\$10.00) commencing with the 2010-2011 academic year to cover the cost of consumable supplies as determined by the athletic coordinator at SAMHS. Said TEN DOLLARS (\$10.00) participant fee may be adjusted in each succeeding school 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 twelve (12) month

period, not to exceed a five percent (5%) increase in any year. The cost of one assistant coach will remain in effect regardless of the number of ABRAXAS I student participants up to a maximum number of fifteen (15). The District shall compute said fee and present the same to ABRAXAS I by invoice; ABRAXAS I agrees to pay said invoice within thirty (30) days, but in no event later than December 1 of each year.

6. ABRAXAS I will provide a minimum of two (2) ABRAXAS I staff members to assist in the track and field program. The Parties acknowledge and agree that these ABRAXAS I staff members will work under the direction of the Principal and Head Boys 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 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 program, ABRAXAS I will follow the directives of the Principal of SAMHS, and further ABRAXAS I agrees that the staff members provided by it utilize their best efforts to instruct and encourage the ABRAXAS I students participating in the cooperative program to follow said directives.
8. At the time this Agreement is executed, ABRAXAS I must provide the District with current Act 34 (criminal record check) and current Act 151 (PA child abuse history clearance) clearance for all ABRAXAS I employees or agents that will be present on District's property. ABRAXAS I shall not permit any employee or agent of ABRAXAS I to be present on District's property until said clearances have been provided to District.
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 and agents, are independent contractors and are not agents, servants or employees of District. Last, ABRAXAS I represents and acknowledges that its students participating in the cooperative track and field program are not students of SAMHS or the District.

10. Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall constitute to be valid and binding upon ABRAXAS I and District.
11. 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

IN WITNESS WHEREOF, the said Parties to this Agreement intending to be legally bound hereby for themselves, their heirs, administrators, executors and assigns, have hereunto set their hands and seals the day and year first above written.

ATTEST: (SEAL)
DISTRICT

WARREN COUNTY SCHOOL

SECRETARY

BY: (SEAL)

ATTEST: (SEAL)
HIGH SCHOOL

ABRAXAS I / ARLENE LISSNER

SECRETARY

BY: (SEAL)