

WARREN COUNTY SCHOOL DISTRICT
Warren, Pennsylvania

AGREEMENT

THIS AGREEMENT made this 11th day of May, 2009, 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"); and

WHEREAS, Abraxas I operates a school facility in Forest County, known as Arlene Lissner High School (hereinafter ALHS"); 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 ALHS is insufficient to sponsor and compete in the sport of football;

WHEREAS, the SAMHS football 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 ALHS have participated in the SAMHS football program; and

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

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 ALHS participate in the SAMHS football 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 Pennsylv Interscholastic Athletic Association ("PIAA").

2. The term of this Agreement shall commence on the date _____ and continue through June 30, 2010. 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 football season or during the forty-five (45) day time frame leading up to the commencement of football season ("football season" meaning the beginning of football 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 football 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, ALHS shall be responsible for transporting the ALHS students to and from SAMHS for all practices, games, and other such events.
 - C. The Parties agree that during the time ALHS 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, ALHS 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, ALHS 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 _____ association with other sports programs administered by the District.
 - E. Cornell Abraxas One agrees to provide liability insurance for the obligations and commitments undertaken by it herein including, but not limited to, ALHS's obligation to transport the ALHS students to and from SAMHS.
 - F. The District agrees to indemnify and hold ALHS harmless from all claims, demands, and causes of action of every kind, including attorney's fees, arising from or associated with the District's negligent, reckless, or intentional acts or omissions _____ in association with the matters covered by the Agreement. However, nothing in this subparagraph F is intended to waive any

immunity, damage limitation, or other such limitation liability to which the District is entitled under law.

- G. Abraxas I agrees to indemnify and hold the District harmless from all claims, demands, and causes of action of every kind, including attorney's fees, arising from or associated with ALHS's negligent, reckless, or intentional acts or omissions in association with the matters covered by this Agreement.
4. The Parties agree that both the ALHS and SAMHS students participating in the cooperative football 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 SEVENTY FIVE DOLLARS (\$75.00) commencing with the 2009-2010 academic year to cover the cost of consumable supplies as determined by the athletic coordinator at SAMHS. Said SEVENTY FIVE DOLLAR (\$75.00) 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 ALHS student participants up to the maximum number of twenty (20). The District shall compute said fee and present the same to ALHS by invoice; ALHS 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) ALHS staff members to assist in the football program. The Parties acknowledge and agree that these ALHS staff members will work under the direction of the Principal and Head Football 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 football 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, ALHS will follow the directives of the Principal of SAMHS, and further ALHS agrees that the

staff members provided by it utilize their best efforts to instruct and encourage the ALHS students participating in the cooperative program to follow said directives.

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)

WARREN COUNTY SCHOOL DISTRICT

SECRETARY

BY: (SEAL)

ATTEST: (SEAL)

ABRAXAS I / ARLENE LISSNER HIGH SCHOOL

SECRETARY

BY: (SEAL)