

**WARREN COUNTY SCHOOL DISTRICT  
WARREN COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 20-11-03**

**A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS  
OF THE WARREN COUNTY SCHOOL DISTRICT APPROVING, AND  
REQUESTING OF THE PIAA, A MODIFICATION OF AN EXISTING  
COOPERATIVE AGREEMENT OF SPORTS**

**WHEREAS**, pursuant to an Agreement dated January 14, 2013, the Warren County School District ("the District") and Abraxas I/Arlene Lissner High School (Abraxas) entered into a cooperative agreement to permit Abraxas students to participate as a part of the Sheffield Area High School softball team (the "Agreement"); and

**WHEREAS**, the application and Agreement were approved by the PIAA on March 21, 2013, and the Agreement remains an active Agreement. A copy of the approval is attached hereto as Exhibit A, and a copy of the Agreement is attached hereto as Exhibit B.

**WHEREAS**, for the reasons stated herein, the District and Abraxas are seeking a modification of the Agreement pursuant to Article III, Section 10(B)(3) of the PIAA Bylaws.

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to Article III, Section 10(B)(3) (entitled Modification or Termination of Agreements) of the PIAA Bylaws, as follows:

1. The District, hereby approves, and requests of the PIAA on behalf of itself, Abraxas, and the Taylor Diversion Lighthouse Island Academy (the "Academy"), a modification of the Agreement to add the Academy as an additional school that is permitted to participate as a part of the Sheffield Area High School softball team (junior varsity and/or varsity), beginning in the 2021 season. The Board is not approving, or requesting, a termination of the Agreement, but is rather requesting that the Agreement remain in effect with the preceding modification and as amended herein. The modification will not affect the classification size of the Sheffield Area High School softball team. All 3 of the preceding schools are initiating, and are in favor of, the request.

2. The basis for the request is that:

- A. Sheffield Area High School's softball team is in need of additional participants; and
- B. Cooperative sponsorship would permit interested and eligible Academy student athletes to compete in softball, yet continue their student status at the Academy, thus enlarging the scope of their high school experience.

3. Students at the Academy shall be informed of the opportunity to participate as a part of the Sheffield Area High School softball team

4. If the requested modification is approved by the PIAA, the District and Abraxas agree that the Academy shall be added as an additional party to the Agreement and that all terms and conditions of the Agreement with respect to the District and Abraxas shall remain in full force and effect, with the exception of only the following revisions:

A. Section 5 of the Agreement is hereby amended to read as follows:

ABRAXAS I agrees to pay to the District a registration fee in the amount of \$50 for each student that participates during any softball season. ABRAXAS I also agrees to pay a participation fee in the amount of \$25 for each student that participates during any softball season. Last, ABRAXAS I agrees to pay any other charges that the District charges to its own students participating as a part of the Sheffield Area High School softball team during the applicable year. The District shall invoice ABRAXAS I for all fees owed, and ABRAXAS I agrees to pay said invoices prior to March 1<sup>st</sup> of the applicable year. Participation by ABRAXAS I shall be limited to only high school students, and shall not exceed the maximum number of ten (10) participants.

B. Section 6 of the Agreement is hereby amended to read as follows:

ABRAXAS I will provide a minimum of one (1) ABRAXAS I staff member for the softball program who shall attend practices, games, and other softball-related events. The parties acknowledge and agree that any ABRAXAS I staff member will work under the direction of the Principal and head softball coach (if the person is not the head coach) at SAMHS while involved in practices, games, and other softball-related events. ABRAXAS I agrees to pay such person the same amount paid to an assistant coach pursuant to the applicable academic year's contract between the Board and the WCEA, unless the assistant has an athletic supplemental contract for softball with the District. When applicable, the cost of an assistant will remain in effect, regardless of the number of ABRAXAS I student participants.

C. Section 8 is hereby amended to read as follows:

ABRAXAS I must provide the District with proof of compliance with all applicable 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 children. ABRAXAS I shall not permit any employee or agent of ABRAXAS I to be present on the District's property until said proof of compliance has been provided to District.

5. If the requested modification is approved by the PIAA, the District and the Academy agree that the Academy shall be added as an additional party to the Agreement and that all of the terms and conditions of the Agreement that apply between the District

and Abraxas shall also apply between the District and the Academy, with the exception of only the following revisions:

A. Section 5 of the Agreement is hereby amended to read as follows:

The Academy agrees to pay to the District a registration fee in the amount of \$50 for each student that participates during any softball season. The Academy also agrees to pay a participation fee in the amount of \$25 for each student that participates during any softball season. Last, the Academy agrees to pay any other charges that the District charges to its own students participating as a part of the Sheffield Area High School softball team during the applicable year. The District shall invoice the Academy for all fees owed, and the Academy agrees to pay said invoices prior to March 1<sup>st</sup> of the applicable year. Participation by the Academy shall be limited to only high school students and shall not exceed the maximum number of ten (10) participants.

B. Section 6 of the Agreement is hereby amended to read as follows:

The Academy will provide a minimum of one (1) Academy staff member for the softball program who shall attend practices, games, and other softball-related events. The parties acknowledge and agree that any Academy staff member will work under the direction of the Principal and head softball coach (if the person is not the head coach) at SAMHS while involved in practices, games, and other softball-related events. The Academy agrees to pay such person the same amount paid to an assistant coach pursuant to the applicable academic year's contract between the Board and the WCEA, unless the assistant has an athletic supplemental contract for softball with the District. When applicable, the cost of an assistant will remain in effect, regardless of the number of Academy student participants.

C. Section 8 is hereby amended to read as follows:

The Academy must provide the District with proof of compliance with all applicable 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 Academy employee who will have direct contact children. The Academy shall not permit any employee or agent of the Academy to be present on the District's property until said proof of compliance has been provided to District.

6. The Board hereby directs the administration to provide this Resolution to the PIAA District Committee as a part of the District's request to modify the Agreement and authorizes the appropriate Board officers, administrators, and representatives of each impacted school to complete and submit any additional documentation, and to take any additional steps, that may be

required by the PIAA District Committee or the PIAA Board of Directors as a part of the requested modification of the Agreement.

7. All Resolutions or parts of Resolutions of this District which are not in accord with this Resolution are hereby repealed insofar as they affect this Resolution.

8. Abraxas and the Academy sign below for the purpose of indicating their agreement with, and intent to be legally bound by, the terms and conditions of this Resolution and the terms and conditions of the Agreement, as amended herein.

Adopted as a Resolution of the Warren County School District, and approved by Abraxas and the Academy, this 9th day of November, 2020.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Ruth A. Huck, Board Secretary

\_\_\_\_\_  
Paul J. Mangione, Board Vice President

ABRAXAS I/ARELENE LISSNER HIGH SCHOOL

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent

TAYLOR DIVERSION LIGHTHOUSE ISLAND ACADEMY

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent



**PENNSYLVANIA INTERSCHOLASTIC  
ATHLETIC ASSOCIATION, INC.**

550 Gettysburg Road • P.O. Box 2008  
Mechanicsburg, Pennsylvania 17055-0708  
(800) 382-1392 • (717) 697-0374  
FAX (717) 697-7721  
WEB SITE • [www.plaa.org](http://www.plaa.org)

May 8, 2013

Ms. Amy Beers, Principal  
Sheffield Area High School  
6760 Route 6  
Sheffield, PA 16347

Dear Ms. Beers,

At its meeting of Thursday, March 21, 2013 the PIAA Board of Directors approved the application of Sheffield Area High School and Abraxas 1 Arlene Lissner High School for Cooperative Sponsorship of a Sport across school district boundaries, as follows, effective for the 2012-2013 school year.

**SPORT**  
Softball

**HOST SCHOOL**  
Sheffield Area High School

The agreement will remain in effect until modified or terminated by request of the schools, or upon failure of one or more of the schools to meet the applicable requirements. In that regard, please notify me promptly in the event the enrollment requirement of Rule 2 ceases to be met.

If there are any questions or problems, please contact Mrs. Sherry L. Deane, Member Schools' Secretary, at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa N. Mertz".

Melissa N. Mertz  
Associate Executive Director, PIAA

MNM/sld

cc: James B. Manners, PIAA District IX Chairman  
Kelly Martin, Principal, Abraxas 1 Arlene Lissner High School



**WARREN COUNTY SCHOOL DISTRICT**  
**Warren, Pennsylvania**  
**AGREEMENT**

THIS AGREEMENT made this 14<sup>th</sup> day of January, 2013, 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 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 softball 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 softball 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 softball 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 softball 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, 2013. 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 softball season or during the forty-five (45) day time frame leading up to the commencement of the softball season ("softball season" meaning the beginning of softball 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 softball 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 softball 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 TWENTY-FIVE DOLLARS (\$25.00) commencing with the 2012-2013 academic year to cover the cost of consumable supplies as determined by the athletic coordinator at SAMHS. Said TWENTY-FIVE DOLLARS (\$25.00) 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 ten (10). 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 softball program. The Parties acknowledge and agree that these ABRAXAS I staff members will work under the direction of the Principal and Head Softball 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 softball 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 softball 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

  
\_\_\_\_\_  
SECRETARY

WARREN COUNTY SCHOOL

  
\_\_\_\_\_  
BY: (SEAL)

ATTEST: (SEAL)  
HIGH SCHOOL

  
\_\_\_\_\_  
SECRETARY

ABRAXAS I / ARLENE LISSNER

  
\_\_\_\_\_  
BY: (SEAL)