

COOPERATIVE AGREEMENT

THIS AGREEMENT made this 7th day of October, 2024, by and between the WARREN COUNTY SCHOOL DISTRICT, a School District organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "District"

AND

AND ABRAXAS I, a School organized under the laws of Pennsylvania, hereinafter 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 boys' high school basketball;

WHEREAS, the Sheffield Area High School boys' basketball team would be improved, and the students participating therein would derive greater benefit, by the introduction of additional participants into said team; and

WHEREAS, this Cooperative Agreement (the "Agreement") would permit interested and eligible ABRAXAS I student athletes to participate as a part of the Sheffield Area High School boys' basketball team 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 as a part of the Sheffield Area High School boys' basketball team (junior varsity and/or varsity).

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, 2025. Thereafter, this Agreement shall remain in effect unless the Sheffield High School boys' basketball program is terminated (in which case this Agreement shall automatically terminate) or this Agreement is terminated by either party by providing written notice of termination to the other party on or before October 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 Sheffield Area High School boys' basketball 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 basketball-related events.
 - C. The parties agree that ABRAXAS I students shall be subject to the same eligibility standards for participation in the Sheffield Area High School boys' basketball 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 basketball-related 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 any staff member it provides pursuant to this Agreement 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 basketball-related 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, 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 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 it has had full opportunity to inspect and examine the Premises, and that it 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 Sheffield Area High School students participating in the cooperative boys' basketball program will wear uniforms associated with Sheffield Area High School, namely the Sheffield "Wolverines".

5. ABRAXAS I agrees to pay to the District a registration fee in the amount of FIFTY DOLLARS (\$50) for each student that participates during the basketball season. ABRAXAS I also 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 2024-2025 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 10 (participation is limited to only high school students). The District shall compute said fee and present the same to ABRAXAS I by invoice, with said invoice to include the total registration fee, the total participation fee, and any other charges that the District charges to its own students participating as a part of the Sheffield Area High School boys' basketball team during the applicable year. ABRAXAS I agrees to pay said invoice within 30 days of receipt.

6. ABRAXAS I will provide a minimum of two (2) ABRAXAS I staff members to assist in the high school boys' basketball program. The parties acknowledge and agree that these ABRAXAS I staff members will work under the direction of the Principal and Head High School Boys Basketball 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 boys' basketball 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. 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.
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 boys' basketball 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 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

BOARD SECRETARY

BY: BOARD PRESIDENT (SEAL)

ATTEST: (SEAL)

ABRAXAS I HIGH SCHOOL

SECRETARY


BY: Executive Director (SEAL)