

COOPERATIVE AGREEMENT BETWEEN Independent School District No. 0861 and Bluffview Montessori School

Terms and Conditions of Cooperative Agreement:

A. Team Name: The team shall be known as the Winona Winhawks with Independent School District No. 0861 serving as host school district.

B. Contracts: Except as otherwise provided herein, contracts related to the cooperatively sponsored teams with groups such as referee associations, with individuals or with other schools or school districts shall be made by the governing board of Independent School District No. 0861.

C. Allocation of Costs: All costs of the combined program shall be allocated (based on participation in grades 9- 12) between the parties in the manner below for each expenditure category listed:

- (1) Expenses for transportation to "away games": Included as part of the total program cost and allocated back to each participating school on a cost per participant basis times the number of participants.
- (2) Expenses for coach meetings: Included as part of the total program cost and allocated back to each participating school on a cost per participant basis times the number of participants.
- (3) Expenses for payment of referees and other personnel necessary to stage the event: Included as part of the total program cost and allocated back to each participating school on a cost per participant basis times the number of participants.
- (4) Expenses for purchasing of supplies and equipment: Included as part of the total program cost and allocated back to each participating school on a cost per participant basis times the number of participants.
- (5) Expenses for salary and fringe benefit costs for coaches and other activity personnel: Included as part of the total program cost and allocated back to each participating school on a cost per participant basis times the number of participants.
- (6) Other expenses: Included as part of the total program cost and allocated back to each participating school on a cost per participant basis times the number of participants.

D. Allocation of gate receipts: Included as a credit against the total program costs.

F. Allocation of activity fees paid by student participants: Included as a credit against total program costs.

F. Expenses for daily transportation of participants to and from practice sessions and contests: Each school is responsible for transporting their students to practice.

G. Expenses for spectator buses: Each student who rides a spectator bus provided by WAPS must pay the bus fee at the time of sign-up.

H. Concessions: The provision of concessions at home events shall be the responsibility of the home location school and concessions revenue shall not be covered in the provisions of this agreement.

I. Employment of Personnel: All coaches of the combined program shall be employed by the school board of Independent School District No. 0861.

J. Control and supervision of programs and participants: The control and supervision of the combined program and of the behavior of student participants which relates to their participation in the program shall be the responsibility of the host school district.

K. Liability Insurance: Nothing contained in this agreement shall relieve any party to this agreement from liability for its negligence or that of its officers, agents, and employees. Each party shall carry liability insurance in the amount of \$500,000 for any claimant and \$1,000,000 for any number of claims arising out of a single occurrence. The policy shall name the officers, agents, and employees of the other party as named insureds. Each party shall provide the other party with a certificate evidencing such insurance coverage.

L. Payment: On an annual basis, the host school will invoice participating schools on a cost per participant (for students in grades 9-12) basis based on the expense and revenue categories contained in this document. Participating schools will be billed at a rate of 100% of the cost per participant.

M. Coverage of Agreement Costs: Winona Area Public Schools will invoice the participating school and will have no oversight of how the participating school collects the funds to pay the invoice.

N. Non-Payment of Invoice: If the participating school does not pay the invoice, the cooperative agreement will be null and void for the next school year.

O. Term: The term of this agreement shall be for the 2021-2022 and 2022-2023 school years. This agreement will be renewed on a biennial basis at the desire of both parties.

IN WITNESS WHEREOF, the Parties, by their respective officers on the dates indicated, have executed said agreement.

INDEPENDENT SCHOOL DISTRICT No. 0861 Winona, Minnesota

By Chairperson:

By Clerk:

Date:

Bluffview Montessori School Winona, Minnesota

By Chairperson: *Katie Kumbly*

By Clerk: *Meghan Booth*

Date: *7/22/2021*

