

## ATHLETICS COOPERATIVE AGREEMENT

This Agreement ("Agreement") is made and entered into by Estelline Public School District #28-2, (referred to herein as "Estelline"), and Hendricks Public School, (referred to herein as "Hendricks"). The parties are referred to collectively as the "School Districts."

WHEREAS, the School Districts previously entered into an Agreement for Cooperative Sponsorship, for various activities that has been filed with and approved by the South Dakota High School Activities Association (SDHSAA) and desire to expand upon the terms of that agreement;

WHEREAS, the School Districts intend to continue the Agreement for Cooperative Sponsorship for a minimum of 1 year;

WHEREAS, the School Districts will each expend funds for equipment, uniforms, and other goods and supplies in order to participate in the Agreement for Cooperative Sponsorship that each party would like to recover in the event one of the other School Districts does not continue the Agreement for Cooperative Sponsorship for the duration of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
2. **Term.** This Agreement shall have a term of one year, commencing on July 1, 2021 and ending on June 30, 2022. Subsequently, this Agreement shall renew from year to year unless either School District gives written notice to the other on or before December 31 of its intention to terminate it at the conclusion of the then-current contract term.
3. **No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.
4. **Administration of the Cooperative.** Estelline's Activities Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized under the law, including any action that may be necessary to perform the duties and functions as provided in this Agreement.
5. **Personal Property Acquisition.** Except as otherwise specifically

provided in this Agreement, each school district will be responsible for acquiring whatever personal property is required for its students participation in activities under this Agreement.

6. **Athletic Uniforms.** The cost of athletic uniforms will be split equally between the School Districts. The school district employing the head coach of the athletic activity will pay the entire cost of the uniforms upon receipt of an invoice. The other school district will then reimburse half of the cost of the invoice upon receipt of the invoice. Within 15 school days of the end of the season of an activity, the head coach will complete an inventory of all uniforms. This inventory must include the date of the purchase of each uniform. All uniforms will be stored in Estelline.
7. **Mascot and School Colors.** The cooperative's mascot will be the Redhawks for all activities, and all activities will use the colors red, white, and black.
8. **Revenue.** Each school district will retain revenue from gate receipts for activities it hosts. Each school district will retain the revenue earned from their respective sale of activity passes. Prices will be set by the Board. Prior to sale, prices will be approved by each school district's board of education. Each school district will honor activity passes sold by the other district.
9. **Concessions.** Each school district will be responsible for providing any and all concessions for activities it hosts.
10. **Expenses for Staff.** A coach who is employed as a teacher by one of the school districts will have his or her coaching salary paid by the same district. Whichever district hires a coach will be responsible for paying that coach's salary.
11. **Management, Evaluation, Discipline and Discharge of Employees.** Each School District shall have the right to manage, direct, evaluate, discipline, and discharge its employees in a manner consistent with its employment contracts, job descriptions, collective bargaining agreements, policies, regulations, and as otherwise provided by law; provided that,
  - a. to the extent practicable or appropriate, the School Districts will endeavor to adopt identical employment contracts, job descriptions, extra duty provisions in collective bargaining agreements, policies, regulations, and other similar items

applicable to any activity governed by this Agreement, and

- b. to apply policies and regulations to similarly situated employees so that they are treated in the same or similar manner to the extent practicable or appropriate. When managing and evaluating its personnel, each School District will consider the positive and negative comments, if any, of the other School District in preparing an employee's evaluation.

- 12. **Expenses relating to State Tournaments.** Hendricks will be responsible for all costs incurred for the state tournaments for gymnastics, golf, and shooting sports. Estelline will reimburse Hendricks for 50% of these costs upon submission by Hendricks of an itemization of costs incurred.

Estelline will be responsible for all costs incurred for the state tournaments for cross country, volleyball, football, boys and girls basketball, and track. Hendricks will reimburse Estelline for 50% of these costs upon submission by Estelline of an itemization of costs incurred.

- 13. **Scheduling.** The Activities Director for Estelline will be responsible for scheduling all athletic activities. Hendricks's Activities Director will give input to scheduling decisions, but all decisions made by Estelline's Activities Director will be final. Estelline's Activities Director will also be responsible for all scheduling of officials and referees. The School Districts will hold practices in the location where the next home game or meet will be held.

Locations of all activities will be governed by Exhibit A, attached to this Agreement.

- 14. **Training Rules/Academic Eligibility.** Students participating in activities under the Athletic Cooperative will be required to follow the training and academic requirements of the district in which they are enrolled.
- 15. **No Third-Party Beneficiaries.** This Agreement does not create any enforceable rights in favor of any student, or any coach or any other individual employed as a result of this Agreement, and these individuals are not third-party beneficiaries of either agreement.
- 16. **Reciprocal Indemnification.** The School Districts agree to accept full and exclusive responsibility for their own respective acts and those

of their respective employees, agents and subordinates. The School Districts will indemnify, hold harmless from and reimburse the other for any liabilities, claims, demands, costs and expenses incident to any claim, loss, damage or injury of any kind, including attorney's fees and court costs incurred, arising from its acts and omissions.

17. **Insurance Requirements.** Each district will carry a liability insurance policy to cover the activities under this agreement. The coverage will not be less than that currently maintained by each district. Within 30 days of the execution of this agreement, each district will provide proof of insurance to the other district.
18. **Nondiscrimination.** The School Districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
19. **Notice.** A School District giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Board Presidents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Estelline: Estelline Public Schools  
Attn: Board President  
708 Davis Ave.  
Estelline, SD 57234

Hendricks: Hendricks Public Schools  
Attn: Board President  
200 Lincoln St.  
Hendricks, MN 56136

Notice is effective only if the party giving the Notice has complied with this section.

20. **Dissolution.** If this Agreement is not renewed under section 2, the Athletic Cooperative will dissolve. Upon dissolution, the school districts will file the necessary documents with the SDHSAA to formally dissolve the Athletic Cooperative.

21. **Amendment and/or Extension of Agreement.** The School Districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.
22. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
23. **Counterparts.** The School Districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the School Districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each School District to the other. In proving this Agreement, a School District must produce or account only for the executed counterpart of the school district to be charged.
24. **Assignment.** The School District shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.
25. **Entirety of Agreement.** This Agreement contains the School Districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

ESTELLINE PUBLIC SCHOOLS

  
\_\_\_\_\_  
Todd Bjorkland, Board President

Date: 5-13-2021, 2021

HENDRICKS CENTER PUBLIC SCHOOLS

  
\_\_\_\_\_  
Tom Olson, Board Chair

Date: 6/1/21, 2021

### Exhibit A

All event locations will be determined as follows, with the exception being that all postseason events will be held in Estelline. All boys and girls basketball doubleheaders will be held in Estelline.

Football	All events and practices will be held in Estelline.
Gymnastics	All events and practices will be held in Hendricks.
Track	All events and practices will be held in Estelline.
Golf	All events and practices will be held in Hendricks.
Volleyball	The School Districts will host events and practices on a 60%/40% basis in favor of Estelline. There must be a minimum of three events in Hendricks each season. Prior to each season, the practices will be split equally between locations. During the season, practices will be held as often as possible in the location of the next home game.
Girls Basketball	The School Districts will host events and practices on a 60%/40% basis in favor of Estelline. There must be a minimum of three events in Hendricks each season. Prior to each season, the practices will be split equally between locations. During the season, practices will be held as often as possible in the location of the next home game.
Boys Basketball	<p>Estelline will host all events, with the exception being there must be a minimum of one event in Hendricks each season.</p> <p>If four or more Hendricks students in grades 9-12 participate in boys' basketball in a season, Hendricks will host at least three events that season.</p> <p>Practices will be held as often as possible in the location of the next home game, with preseason practices split evenly between the locations provided Hendricks has at least four students participating. If Hendricks has less than four students participating,</p>

	all practices will be held in Estelline.
Cross Country	Location will be determined on an as-needed basis.

