

Cooperative Agreement Between
School Board of Sarasota County, Florida,
SRQLAX Inc. and the VHS Parent Lacrosse Organization

This Agreement is entered into on this _____ day of _____, 2017 between The School Board of Sarasota County, Florida (herein, School Board) , VHS Parent Lacrosse Organization (VHS P.L.O.) and SRQLAX, Inc. (SRQLAX). In consideration of the mutual promises contained herein, the parties agree as follows:

I.

The purpose of this agreement is to provide Venice High School (VHS), students with the opportunity to participate in lacrosse as a Florida High School Athletic Association (FHSA) sanctioned sport and in full compliance with all federal, state and local laws applicable to Florida public schools, including but not limited to those laws providing for a free public education and requiring equal rights to participation regardless of gender.

II.

VHS will comply with all applicable rules and policies of the National Federation of High Schools (NFHS), the Florida High School Athletic Association and the School Board.

III.

The initial term of this Agreement will be three (3) years commencing on July 1, 2017. At the end of the initial term, the Agreement may be renewed on an annual basis by mutual agreement of the parties on such terms as they agree in writing. The Agreement may be terminated by either party for all subsequent school years by one party providing the others with written notice by July 1st of any year. In the event the Agreement is terminated by the School Board, the School Board will be required to return to SRQLAX only that portion of the funds described in paragraph V below that has not previously been expended or encumbered to fulfill the provisions of this Agreement.

IV.

During the term of this agreement, the initial funding for lacrosse as a varsity sport at VHS is the responsibility of SRQLAX. If there is a cost not covered in this agreement, or which is covered but exceeds the amount described herein for that cost, it is understood that those costs will be funded by the VHS P.L.O., and VHS P.L.O. is fully aware that said cost is its responsibility. The School Board will have no financial responsibility for the development and/or implementation of lacrosse as a FHSAA varsity sport and the School Board will not have any financial responsibility for the lacrosse program. This provision is not intended to, and will not, preclude the School Board from providing assistance, including the services of School Board employees, or from providing other assistance and services, provided that the School Board will provide such assistance and services at its discretion, and the providing of such services and assistance will not create an obligation to continue doing so.

V.

In order to support the establishment of the three year pilot lacrosse program at VHS, SRQLAX shall pay to the School Board the sum of \$90,000, payable as follows: \$30,000 on or before November 1, 2017, \$30,000 on or before February 1, 2018, and the final payment of \$30,000 on or before May 1, 2018. In the event these sums are not provided by the dates stated, the School Board of Sarasota County shall have the right to terminate this agreement, or at School Board option, a reorganization plan may be established by the parties.

VI.

The sum described in paragraph V is based upon the budgeted costs described on the budget document attached hereto as Exhibit A. Pursuant to Paragraph IV above, if the actual cost for any item included within the budget exceeds the budget estimate, VHS P.L.O. will pay the School Board for the additional actual cost upon presentation of invoice.

VII.

All items provided by SRQLAX or purchased with the funds provided by SRQLAX will be the School Board's property and stored and housed at VHS. In the event that the lacrosse program is terminated, not renewed or otherwise ends, ownership to all equipment, uniforms and other

items paid for or provided to the School Board by SRQLAX pursuant to this Agreement will be transferred to SRQLAX. In the event of such a transfer, the School Board will not warrant or otherwise guarantee the condition of any equipment, uniform or other items.

VIII.

Gate and concession receipts produced to support the lacrosse program will be treated in accordance with, and will be subject to, any applicable agreement, and School Board and individual school policies and rules. The VHS P.L.O. will have the rights of first refusal, and any other rights conferred upon the booster club by any applicable contract between the high school and the booster club, with respect to the operations of concession sales. Gate receipts will be kept by VHS to be used to support the lacrosse program.

IX.

SRQLAX and VHS will jointly select the certified head coach and a certified assistant coach. All coaches must successfully complete a Level 2 background screening as required by F.S. 1012.465 and possess a State of Florida coaching certification. All coaches must meet FHSAA requirements.

X.

VHS P.L.O. will collect an annual registration fee not to exceed \$395 per student-athlete after each team has been selected. VHS P.L.O. reserves the right to change the registration fee as needed. No student will be denied the opportunity to play lacrosse as a result of an inability to pay the annual registration fee. VHS P.L.O. will insure that all students who cannot pay the registration fee will either have the fee waived or the students will be given the opportunity to earn the fee through team fundraising opportunities. VHS P.L.O. will not collect any funds from student-athletes until the teams have been determined. The official date of the start of practice and the start date will be set by FHSAA.

XI.

School Board will provide:

A. Registration with FHSAA for VHS to play FHSAA Lacrosse.

B. Any necessary transportation to regular and post season competition for lacrosse teams at VHS P.L.O.'s expense as provided above.

C. Assistance for coaches in obtaining the State of Florida coaching certification. The District will provide professional development training in First Aid, CPR and AED. Additionally, any School Board mandated training for coaches will be a requirement of lacrosse coaches. Coaches will be responsible for any cost incurred for the certification application.

D. Provide access for students/athletes to school based first responders.

E. Specifications for all uniforms, equipment and supplies.

F. Head and assistant coaches as per exhibit A

G. Game personnel for all contests.

H. Statements of all revenues and expenses to VHS P.L.O. upon request.

I. Monthly invoices for all expenses upon request.

XII.

VHS P.L.O. shall contribute the financial portion of Sarasota County School District Blanket Accident Insurance Policy specific to the addition of the athletic offering. The financial contribution will be for boys and girls.

XIII.

The parties will discuss and attempt to informally resolve any and all controversies or claims arising out of or relating to this agreement, or of an alleged breach of it. The parties agree that before either may institute legal proceedings, they must first mediate any dispute between them.

Representatives of Parties

Each agency specifies by position the persons who have primary responsibility for implementing and signing the Agreement.

This Agreement is hereby reviewed and approved.

Caroline Zucker, School Board Chair

Date

Approved for Legal Content
June 9, 2017, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

President of SRQLAX

Date

President of the VHS Lacrosse Parent Organization

Date

EXHIBIT A

Estimate Lacrosse Annual Expenses Boys and Girls Varsity (Based on the RHS Program of Actual Costs)

FHSAA Start up Fee:	\$200
Goals – pro-rated 4 years	\$300
Nets – every two years	\$300
Balls	\$300
Coaches – 4 positions	\$9,800 (Head coach & 1 Assistant)
Transportation:	\$9000
Helmets –pro-rated 3 years:	\$3000 (boys @ \$180, girls @ \$120)
Officials:	\$3000
Uniforms:	\$3000
Goalie Equipment:	\$300
Practice Reversibles:	\$600
Insurance Indemnity Policy:	\$200
Total Annual Expenses:	\$30,000