

COOPERATIVE AGREEMENT BETWEEN
School Board of Sarasota County and RHS Rams Lacrosse Booster Club, Inc.
August 1, 2018 - June 30, 2021

This Agreement is entered into on this 6th day of ~~November~~ 2018, effective August 1, 2018, between The School Board of Sarasota County, Florida (herein, "School Board") and RHS Rams Lacrosse Booster Club, Inc. (herein, "Club"). In consideration of the mutual promises contained herein, the School Board and Club do agree as follows:

- I. The purpose of this agreement is to provide Riverview High School (RHS) students/athletes with the opportunity to participate in lacrosse as a Florida High School Athletic Association (FHSAA) sanctioned sport 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. RHS 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 term of this Agreement will be three (3) years commencing on August 1, 2018. At the end of the 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 other 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 Club 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, all financial support for lacrosse as a varsity sport in the Sarasota County Public Schools is the responsibility of Club. If there is a cost not covered in this agreement, or which is covered but exceeds the amount described herein for that cost, Club is fully aware that said cost is their 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 continuation of the lacrosse program at RHS, Club shall insure that the following sums are present in the RHS Lacrosse internal account so that the School Board may pay costs related to the lacrosse program: \$20,000 on or before January 15, 2019, \$20,000 on or before January 15, 2020, and \$20,000 on or before January 15, 2021. In the event these sums are not provided by the times stated, this Agreement shall terminate and neither party shall owe any further obligations to the other.
- VI. The sums described in paragraph V is based upon the budgeted costs described on the budget document attached hereto as Exhibit A. Club agrees that if the actual cost for any item included within the budget exceeds the budget estimate, it will pay the School Board for the additional actual cost upon presentation of an invoice.
- VII. In addition to the funds described in paragraph V for budgeted items, Club agrees to provide the School Board with the following:
- a) All necessary nets for use for both RHS lacrosse teams;
 - b) Financial funds to pay any unavoidable additional insurance premium borne by the School Board. Cost will be calculated by the School Board on or before December 15th of each year and due to the School Board on or before February 15th of the same school year.
 - c) Financial funds to pay all cost associated with FHSAA sanctioning fees.
 - d) Financial funds to pay any fine or any unrecovered expenses that the School Board may incur from FHSAA due to Club defaulting on any of its obligations outlined in this agreement.
 - e) Financial funds to pay any fine by the FHSAA that the Board does not recover, related to the actions of student-athletes, coaches and spectators at a lacrosse event.
 - f) Club will pay all expenses incurred for said team(s) to compete. The expenses include but are not limited to:
 - i. All travel expenses for said team including: transportation and food.
 - ii. Any expenses associated with competition at state series.
 - g) Financial funds for any replacement uniforms and equipment as needed.
 - h) Helmets will be reconditioned/recertified each year.

Unless otherwise provided herein, all funds provided by Club under this paragraph will be due within 30 days.

- VIII. Home games played as part of the lacrosse program will be arranged between the Head Lacrosse Coach and the RHS Athletic Director prior to start of season.
- IX. All items provided by Club or purchased with the funds provided by Club will be the School Board's property and stored and housed at RHS. 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 Club pursuant to this Agreement will be transferred to Club. 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.

- X. Gate receipts, concession and booster revenues produced to support the lacrosse program will be treated in accordance with and will be subject to any applicable agreement, School Board and individual school policies and rules. The RHS lacrosse booster club 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 RHS to be used to support the lacrosse program.

- XI. Club and RHS will jointly select the certified head coach and two certified assistant coaches per program (boys and girls). All coaches must successfully complete a Level 2 background screening as required by 1012.465 F.S. and possess a State of Florida coaching certification. Additionally, all coaches must be First Aid, CPR and AED certified. All coaches must meet all requirements set forth by the School Board to be a paid or a volunteer coach. Club will provide professional development training for all coaches at least once per year, preferably before the start of each spring season.

- XII. Club will collect an annual registration fee of \$200 per student-athlete after each team has been selected. Club reserves the right to change the registration fee as needed. Any such change must be approved by the Principal of RHS. No student will be denied the opportunity to play lacrosse as a result of an inability to pay the annual registration fee. Club 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 fund-raising opportunities. Club will not collect any funds from student-athletes until the teams have been determined. Teams will not practice until after the official start date for lacrosse. That start date is set by the FHSAA.
Club agrees funds it raises through fundraising activities on the grounds of the RHS campus or with the assistance and support of RHS or the School Board, will be used by Club for the purpose of funding its financial obligations under this contract.

- XIII. Sarasota County Public School will provide:
 - a. Registration with FHSAA for RHS to play FHSAA Varsity Lacrosse.

b. Any necessary transportation to regular and post season competition for lacrosse teams at Club expense as provided above.

c. Assistance for Club coaches in obtaining the state of Florida coaching certification. Assistance will consist of professional development classes that will meet most of the requirements for coaching certification. Additionally, the District will provide professional development training in First Aid, CPR and AED. Additionally, any Board mandated training for coaches will a requirement of lacrosse coaches. Club 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 coaches at the cost of Club.

g. Game personnel for all contests.

h. Statements of all revenues and expenses to Club upon request.

i. Monthly invoices for all expenses upon request.

XIV. 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.

Bridget Ziegler,
School Board Chair

Date

Approved for Legal Content,
September 19, 2018, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH



President of RHS Rams Lacrosse
Booster Club, Inc.

10/10/18

Date

Kelly S. Paisley