

NEBRASKA SCHOOL ACTIVITIES ASSOCIATION GUIDELINES FOR COOPERATIVE SPONSORSHIP

Purpose:

The philosophy of the Nebraska School Activities Association is to provide an opportunity for high school students to participate in a variety of athletic and non-athletic activities. Through cooperative sponsorship, the opportunity for student participation will be maintained, or increased, by permitting students who do not have a program available in their school to go to another school for athletic and non-athletic activity participation. The problem of declining enrollment, the inherent financial ramifications of supporting the cost of the program, the lack of facilities and equipment, and the problem of providing quality coaching staff when the number of teaching positions is reduced, make cooperative sponsorship desirable.

Schools will not be permitted to use cooperative sponsorship to gain an advantage over other member schools.

Guidelines:

1. In activities that have one classification for competition, a maximum of four schools may combine and form a cooperative program. In all other activities, no more than three schools shall be permitted to combine.
2. The combining schools must be in the same geographical area, and the school districts must be contiguous or all schools located in the same school district. If a school has attempted to cooperatively sponsor a program with a contiguous district and was denied, the contiguous requirement may be waived.
3. **The cooperative sponsorship agreement shall be for a minimum of two years.**
The cooperative agreement may be voided at any time by mutual agreement of both/all schools **and approval by the Board of Directors.** No other cooperative agreement in the same activity may be made with another school until the original two-year period elapses.
4. The cooperative agreement will be for each activity. A school may have a cooperative agreement with one school in a particular activity and with another school in another activity.
5. Where there is an absence of an effective program in one school, a cooperative program may be established, provided a need is shown to the Board of Directors. Examples which may constitute need are: 1) insufficient numbers; 2) lack of staff; and 3) lack of facilities.
6. In multi-school districts, the central administration must designate the schools which may request permission to cooperatively sponsor activities.
7. If a school in one district wishes to join with a school in a multi-school district in a cooperatively sponsored activity, the school must join with the nearest high school in the multi-school district which offers the activity.
8. If a school previously has offered a program in an activity and there has been no significant decrease in high school enrollment, the school would not be permitted to participate in a cooperative program.
9. If a school has previously played eleven-man football and has sufficient interest and enrollment for eight-man football, the school would not be permitted to cooperatively sponsor football with another school. If two/three schools which have previously played six-man football agree to cooperatively sponsor football, the cooperative team may continue to play six-man football if the enrollment requirement is met. If two/three schools which have previously played eight-man football agree to cooperatively sponsor football, the cooperative team may play eight-man football if the combined enrollment of the schools is less than 83.
10. If, through a cooperative sponsorship, the number participating in a program in either school would be reduced, the request would not be approved.
11. The enrollment (grades 9, 10, and 11, as taken from the forms sent to the NSAA office for classification purposes) of all of the schools entering into a cooperative sponsorship will be combined to determine the class in which the combined program will participate. Each school will continue to participate in its class in all activities except where the cooperative sponsorship applies.
12. All schools of a cooperative program are required to pay the yearly registration fee.

Problems Schools Need to Resolve Before Entering Into a Cooperative Program:

1. If you already have a program, are students from another school going to replace students from your community?
2. Who will pay the cost of equipment and travel?
3. How will gate receipts be dispersed?
4. Who is responsible for the cost of travel to and from practice?
5. Where will practice be held?
6. Where will contests be played?
7. Which school's identity will be used? Mascot, colors, etc.
8. Are local eligibility rules, lettering guidelines, etc., the same at both/all schools?
9. Selection of cheerleaders. Who's eligible?
10. Will activity tickets and/or season tickets be honored?
11. How will coaches be employed and paid?
12. Insurance.
13. If students are combined for girls basketball, for example, the boys' teams may be assigned to different districts--possibly even different classes.
14. Expenses for facilities, lights, heating, showers, towels, laundry, etc., including maintenance of practice and playing facilities.
15. Expenses for scouting, coaches' meetings, etc. Who is responsible?
16. Contracts with other schools, officials, etc.
17. Responsibilities for hosting and supervising events.
18. Resolution of disputes.
19. Which school will handle eligibility?

Application:

1. The application form, available from the NSAA office, must be completed by both/all schools and submitted to the NSAA. A copy of the action item from your Board of Education minutes, stating the application was approved, must be attached.
2. Applications are to be initiated by both/all Boards of Education. If possible, the applications should be made by April 1 preceding the year in which the cooperative agreement is to be implemented. **If it is not possible to submit the application by April 1, the applications must be submitted prior to district assignments being made. These dates are, June 1 for fall activities, September 1 for winter activities and January 1 for spring activities.**
3. Member schools may apply for cooperative sponsorship in any activity recognized by the NSAA.
4. To renew an existing cooperative program, the Superintendents of the schools involved must submit a "Cooperative Program Renewal Agreement" form. It must be submitted to the Board of Directors (by June 1 for fall activities, September 1 for winter activities or January 1 for spring activities) preceding the school year or season in which the coop program is to be implemented.
5. When completing the application form, be specific when listing the activities. Example: boys' and/or girls' cross country rather than cross country.
6. Be specific when giving the school year(s) for the coop program.

KEY FOR ACTIVITY ABBREVIATIONS (see next page)—

FB6-Football 6-man	PP-Play Production	BSW-Boys Swimming
FB8-Football 8-man	SP-Speech	GSW-Girls Swimming
FB11-Football 11-man	DEB-Debate	BA-Baseball
VB-Volleyball	VMU-Vocal Music	BTR-Boys Track
BCC-Boys Cross Country	IMU-Instrumental Music	GTR-Girls Track
GCC-Girls Cross Country	J-Journalism	GTE-Girls Tennis
GGO-Girls Golf	WR-Wrestling	BGO-Boys Golf
BTE-Boys Tennis	BBB-Boys Basketball	BSO-Boys Soccer
GSB-Girls Softball	GBB-Girls Basketball	GSO-Girls Soccer

AGREEMENT FOR COOPERATIVE SPONSORSHIP

This Agreement is made between/among the School Boards of:

School District No. _____, _____, Nebraska and
 School District No. _____, _____, Nebraska and
 School District No. _____, _____, Nebraska and
 School District No. _____, _____, Nebraska.

The parties agree as follows:

1. **Joint Application.** The above-named governing boards shall jointly make an application to the Nebraska School Activities Association (NSAA) Board of Directors before (April 1 or June 1 for fall activities, September 1 for winter activities or January 1 for spring activities) 20_____, for approval for cooperative sponsorship of a joint high school program. (Please check below. See Key for abbreviations in Guidelines.)

ALL ACTIVITIES

FALL	FB6		FB8		FB11		VB		BCC		GCC		GGO		BTE		GSB		PP	
WINTER	BSW		GSW		WR		BBB		GBB		SP		DEB							
SPRING	BA		BTR		GTR		GTE		BGO		BSO		GSO							
OTHER	VMU		IMU		J															

hereinafter "combined program", for students attending _____
(Name of School)
 for years 20__ - 20__ and 20__ - 20__. (List all school years to be covered.)

2. **Purpose.** The purposes for the above-named boards agreeing to apply for authority to cooperatively sponsor the combined program are as follows: (Specify conditions which have prompted the Boards to agree.)

- a. _____
- b. _____
- c. _____
- d. _____

(Please use back of page for additional purposes.)

3. **Agreement to Cooperate.** If the joint application is approved by the NSAA Board of Directors, the above-named governing boards agree that they will cooperatively sponsor the combined program in the school years specified, provided that nothing in this provision shall be deemed to require that the governing boards offer that combined program at all in any particular year.

4. **Terms and Conditions of Cooperative Sponsorship.** Any combined program shall be cooperatively sponsored upon the following terms and conditions:

a. **Team Name, Mascot and Team Colors.** The team shall be known as (Name) _____,
 (Mascot) _____, with School District No. _____ serving as host school district.

The team colors are _____.

b. **Contracts.** Except as otherwise provided herein, contracts related to the cooperatively sponsored team with groups such as referee associations, with individuals, or with other schools or school districts, shall be made by the governing board of School District No. _____, after consultation with the governing board of the cooperating school district. In the event this co-op qualifies for reimbursement for any state championship, the check should be written to _____ High School.

c. Allocation of Costs. All costs of the combined program shall be allocated between/among the parties in the manner indicated below for each expenditure category listed:

- 1) Expenses for transportation, including daily transportation of participants to and from practice sessions and contests. (Specify method of allocation.)
- 2) Expenses for transportation to "away contests." (Specify method of allocation.)
- 3) Expenses for spectator buses. (Specify method of allocation.)
- 4) Expenses for facilities, lights, heating, showers, towels, laundry, etc., of the host school, including maintenance of practice and competitive facilities. (Specify method of allocation.)
- 5) Expenses for banquets and awards. (Specify method of allocation.)
- 6) Expenses for scouting, coaches' meetings, and workshops. (Specify method of allocation.)
- 7) Expenses for payment of referees and other personnel necessary to stage the event. (Specify method of allocation.)
- 8) Expenses for purchasing of supplies and equipment. (Specify method of allocation.)
- 9) Expenses for salary and fringe benefit costs for coaches and other activity personnel. (Specify method of allocation.)
- 10) Other expenses. (Specify method of allocation.)

In the event that the allocation of an expenditure item is not specified above, the costs of that item shall be shared EQUALLY between/among the cooperating parties.

d. Allocation of Gate Receipts. Funds from gate receipts shall be divided by the parties after payment of referees and other personnel in the following manner: (Specify method of allocation.)

In the event the gate receipts are insufficient to make the payments, the parties shall make up the difference in the following manner: (Specify method of allocation.)

- e. Concessions. The provision of concessions at home contests shall be the responsibility of the home location school, and concession revenues shall not be covered by the provisions of this Agreement unless the parties specifically agree to the contrary herein.
- f. Utilization of Resources. Personnel in charge of the program shall make every attempt to utilize the resources of each of the cooperating schools, such as equipment and uniforms.

g. Employment of Personnel.

- 1) The head coach of the combined program shall be employed by the school board of School District No. _____.
- 2) Other joint program personnel, if any, shall be employed as follows:

<u>POSITION</u>	<u>EMPLOYER</u>
a) _____	_____
b) _____	_____
c) _____	_____
Etc. _____	_____

- 3) Recommendations for employment of personnel by each board shall be in accordance with the board's policies.
- 4) Coaches and other personnel employed by a school district shall meet applicable state requirements.

h. Control and Supervision of Programs and Participants. The control and supervision of a combined program, and of the behavior of student participants in the program, shall be the responsibility of the host school district.

The control and supervision of student participants while in transport to and from the host school district shall be the responsibility of the home school district.

- 5. Interdistrict Advisory Board. An Interdistrict Advisory Board may be formed from members of the schools to work on the improvement of the various co-sponsored programs.
- 6. Resolution of Disputes. Any disputes relating to this Agreement, or items in this Agreement requiring clarification, will be investigated by the school superintendents from each school, and they will present their findings and recommendations to their respective boards.
- 7. Term, Dissolution. The term of this Agreement shall be for school years _____ and _____. (List all years to be covered; maximum shall be two years.) The Agreement shall terminate at the end of the last school year specified, unless extended by mutual agreement. If the parties determine to extend the Agreement beyond the period specified, they agree to submit a "Cooperative Program Renewal Agreement" form to the NSAA Board of Directors prior to (April 1 or June 1 for fall activities, September 1 for winter activities, or January 1 for spring activities, preceding the school year or season in which the coop program is to be implemented), 20____ (last school year specified above). If the parties determine to dissolve the Agreement at an earlier date, they agree to submit an application requesting dissolution by April 1 of the school year prior to the school year in which dissolution is requested, i.e., April 1, 2010 for dissolution for the 2010-11 school year. If the early dissolution of the Agreement is not approved, the combined program must be offered cooperatively, or not at all, during the remaining terms of the Agreement.
- 8. 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 \$_____ for any claimant and \$_____ 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 insured. Each party shall provide the other party with a certificate evidencing such insurance coverage.

COOPERATIVE SPONSORSHIP

The following information is to be provided by each school and must accompany the application form.

- Please list the number of students enrolled in your high school.

	Grade 9		Grade 10		Grade 11		Grade 12	
	Girl	Boy	Girl	Boy	Girl	Boy	Girl	Boy
Current School Year:								
Anticipated Next Year:								
Anticipated Two years Hence:								

- Please list the number of students in your high school who participated in this activity. If the school did not offer this activity during the year indicated, respond, "Did Not Sponsor."

	Grade 9		Grade 10		Grade 11		Grade 12	
	Girl	Boy	Girl	Boy	Girl	Boy	Girl	Boy
Current School Year:								
Anticipated Next Year:								
Anticipated Two years Hence:								

School

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Current School Year:								
Anticipated Next Year:								
Anticipated Two years Hence:								

School

Board Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING COOPERATIVE SPONSORSHIP AGREEMENT

WHEREAS, a proposed Agreement has been negotiated and drafted regarding the cooperative sponsorship of a joint

high school _____ program.

WHEREAS, a copy of the proposed draft is attached and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the School Board of School District No. _____, as follows:

1. That the attached Cooperative Sponsorship Agreement do and hereby is approved;
2. That the Chairman and Clerk are hereby authorized to execute the attached Cooperative Sponsorship Agreement and to make the required application to the Board of Directors of the Nebraska School Activities Association; and
3. That this resolution shall be effective only upon the adoption of a similar resolution by the Governing Board or School Board of the cooperating school(s) or school district(s).

The motion for adoption of the foregoing resolution was duly seconded by Board Member _____,

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Chairman, Board of Education

School

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

_____,
School District No. Nebraska

_____,
School District No. Nebraska

By: _____
Chairman

By: _____
Chairman

By: _____
Clerk

By: _____
Clerk

Dated: _____

Dated: _____

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_____,
School District No. Nebraska

_____,
School District No. Nebraska

By: _____
Chairman

By: _____
Chairman

By: _____
Clerk

By: _____
Clerk

Dated: _____

Dated: _____

This Agreement Form was prepared and approved by the Nebraska School Activities Association.

OFFICIAL ACTION BY BOARD OF DIRECTORS

The Agreement between/among

_____ High School and

_____ High School and

_____ High School and

_____ High School

to cooperatively sponsor an interscholastic program in _____
(Activity)

was considered by the Nebraska School Activities Association Board of Directors on _____
(Date)

The Board of Directors _____
(Approved/Denied)

Executive Director