

Waterville-Mansfield Athletic Departments

ATHLETIC COMBINE AGREEMENT

THIS Athletic Combine Agreement ("Agreement") is made and entered into this 20th day of April 2022 by and between Waterville School District No. 209, Douglas County Washington, and the Mansfield School District No. 207, Douglas County, Washington. Waterville School District and Mansfield School District are collectively referred to herein as the "Participating Districts" or "Parties." In consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows.

Background

This combine will give students from both districts opportunities that individual schools would not be able to provide separately.

1. Purpose

- 1.1 This Athletic Combine Agreement will allow the two schools to provide joint athletic programs or all students, at the both the middle school and high school levels.

2. Terms of Agreement

- 2.1 This Agreement shall be effective from August 1, 2022, until July 31, 2027 and shall be automatically renewed each August 1st on a year-to-year basis thereafter, unless a Participating District dissolves the Cooperative in accordance with Section 9. The terms and conditions set forth in this Agreement shall apply to any such renewal, unless the Participating Districts mutually agree to change the provisions of this Agreement. All renewal terms shall commence on August 1 and shall continue through July 31 of the following year.

3. General Operating Principles

- 3.1 Each Participating District shall operate as independent and separate legal entities.
- 3.2 Each Participating District shall be responsible for its own budget.
- 3.3 The Participating Districts will be responsible financially for the programs they host – primarily Waterville SD being responsible for high school athletic programs and Mansfield SD being responsible for junior high/middle athletic school programs. Additional costs of program expansions, programmatic needs, and further expenses will be negotiated between districts if needed during the term of the agreement. Each Participating District is responsible for their facility and expenses involving maintenance and grounds.
 - 3.3.1 Costs directly associated with Junior High/Middle School sports will be incurred by the Mansfield School District. These will include but not be limited to; officials, coaching salaries, uniforms, equipment, transportation to events/contests, and other unforeseen expenses.
 - 3.3.2 Costs directly associated with High School sports will be incurred by the Waterville School District. These will include but not be limited to; officials, coaching salaries, uniforms, equipment, transportation to events/contests, and other unforeseen expenses.
 - 3.3.3 The financing, planning, designing, constructing and equipping of capital improvements shall be the sole responsibility of the Participating District that owns the property or facility to be improved. Notwithstanding the foregoing, the Boards of Directors of the Participating Districts may agree to share the costs of such capital improvements as they deem necessary and advisable.

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- 3.3.4 Each district agrees to cover responsibilities and expenses directly related to transporting student-athletes to practices in the other town along with transportation to mutually agree upon meeting sites on contest days.

Lending Equipment

- 3.3.5 The lending partner will inventory and list equipment to be lent in the event lending of equipment or supplies are needed.
 - 3.3.6 The receiving partner will maintain, repair and/or replace lent equipment in like/similar condition to that received.
 - 3.3.7 The receiving partner will send an updated detailed inventory to lending partner at the end of each season.
- 3.4 The financing, planning, designing, constructing and equipping of capital improvements shall be the sole responsibility of the Participating District that owns the property or facility to be improved. Notwithstanding the foregoing, the Boards of Directors of the Participating Districts (the "Boards") may agree to share the costs of such capital improvements as they deem necessary and advisable.

4. Reporting

- 4.1 The Athletic Directors from each school will report to each district's Principals as needed to give updates on the activities associated with the combine and status/condition of equipment lent. Annually, no later than May 1, administrators from each school will update their respective School Boards on the status of the athletic combine and give a brief overview of any revisions made in anticipation of the upcoming school year.
- 4.2 Combine concerns should use the following chain of command: concern expressed to coach, then athletic director, then principal, then superintendent, finally school board.

5. Students

- 5.1 Athletic discipline and other student appeal matters will follow the joint athletic code.

6. Procedure

- 6.1 Matters of Combine interest, (financial issues, league reclassification, league affiliation) as determined by the Superintendent of a Participating District, shall be considered and determined at a joint meeting of the Boards if necessary. All actions and decisions on the matters of Combine interest shall require a majority vote of the Board of Directors of each Participating District. If there is a dispute as to whether a matter constitutes a matter of Combine interest or the Boards are unable to resolve a matter of Combine interest, the dispute shall be resolved under the mediation provisions of the Agreement.
- 6.2 Each Participating District agrees to bear its own administrative and legal costs in making decisions and reviewing documents under this Agreement, provided that, in the event any staff member of a Participating District or Participating District's legal counsel is asked to perform services, represent or work for the Participating Districts in connection with a subject of this Agreement, the Participating Districts may agree upon a proportionate sharing of staff or legal costs.

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7. Liabilities

- 7.1 Any contracts, obligations and/or debts incurred in the administration of the Combine are the sole responsibility of the Participating District incurring such liability.
- 7.2 Except as otherwise provided herein, a Participating District shall incur no direct indebtedness nor authorize any expenditure for or on behalf of the other Participating District other than as approved by the Boards and/or administration when appropriate and in accordance with district policy and procedure.
- 7.3 Nothing in this Agreement shall be construed to grant any powers or authority in excess of the power and/or authority of the Participating Districts.

8. Indemnification / Hold Harmless

- 8.1 To the extent permitted by law, each Participating District agrees that, insofar as it is authorized to do so, will protect, save and hold harmless the other party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with the acts performed in accordance with the terms of this Agreement. The Participating Districts further agree that in the case of negligence by each Participating District, any damages, costs or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each party.

9. Mediation

- 9.1 Any dispute, claim or grievance arising out of or relating to the interpretation or application of this agreement shall be submitted to a joint meeting of the Boards of both districts. All actions and decisions on the matters of Combine interest shall require a majority vote of the Board of Directors of each Participating District.

10. Dissolution

- 10.1 To dissolve the Combine, a Participating District shall give written notice of a request for dissolution to the Board of Directors of the other Participating District by April 30 of any Year. The dissolution of the cooperative agreement shall take effect August 1 of the same year.
- 10.2 In the event the Combine is dissolved, the ownership of all capital equipment and school facilities of each Participating District shall remain with said Participating District. All assets acquired jointly on behalf of the Cooperative shall be divided between the Participating Districts according to the share of purchase costs borne by each Participating District. Any contracts, obligations and/or debts incurred in the administration of the Combine shall remain the sole responsibility of the Participating District incurring such liability.

11. Miscellaneous

- 11.1 If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provisions in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

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- 11.2 The Parties acknowledge that they have read and understand this Agreement, including any supplements or attachments hereto, and do agree thereto in every particular item.
- 11.3 The Parties further agree that this Agreement constitutes the entire Agreement between the Parties and supersedes all communications, written or oral, related to the subject matter of this Agreement.
- 11.4 Section headings have been inserted in this Agreement only as a matter of convenience of reference, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of the Agreement.
- 11.5 This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the Parties hereto.
- 11.6 Neither this Agreement nor any interest herein may be assigned by a party without the written consent of the Boards.
- 11.7 This Agreement shall be interpreted and construed under the provisions of the laws of the State of Washington.
- 11.8 The Parties shall comply with all applicable federal and state laws and regulations.
- 11.9 Waiver by a Participating District of strict performance of any provision of this Agreement shall not act as a waiver of the right of the Participating District to require future strict performance of the same provision or any other provision.
- 11.10 This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Dated as of the date set forth above.

Waterville School District No. 209
Douglas, County, WA

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By: Zach Gornley
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Board Chair

DocuSigned by:
By: Stephanie Stibal
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Vice Chair

DocuSigned by:
By: Amanda Viebrock
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Board of Directors

DocuSigned by:
By: [Signature]
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[Title]

Mansfield School District No. 207
Douglas County, WA

By: [Signature]
Board Chair

By: [Signature]
Board of Directors

By: [Signature]
Board of Directors

By: [Signature]
[Title]

Waterville-Mansfield Athletic Departments

Board of Directors

Board of Directors

By: _____

By: _____

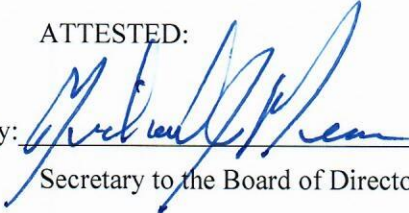
Board of Directors

Board of Directors

ATTESTED:

ATTESTED:

DocuSigned by:
By: Tabatha Mires
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By: 
Secretary to the Board of Directors

Secretary to the Board of Directors