

AGREEMENT FOR SHARING INTERSCHOLASTIC ACTIVITY

This Agreement for Sharing Interscholastic Activity ("Agreement") is made by and between the Creston Community School District ("Creston") and the Nodaway Valley Community School District ("Nodaway Valley").

WHEREAS, pursuant to Iowa Code Section 280.15, an Iowa school district may share the services of any school personnel and share the use of school equipment and facilities with another Iowa school district; and

WHEREAS, pursuant to Iowa Code Section 280.13A, if a school district does not provide an interscholastic activity for its students then the district may complete an agreement with another school district to provide for the eligibility of its students in interscholastic activities provided by that other district; and

WHEREAS, the parties each intend to provide girls soccer for their respective students and are willing to make that activity available to students of the other parties; and

WHEREAS, the parties believe this Agreement will be to their mutual advantage and benefit.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties may proceed under the provisions of Iowa Code Sections 280.15 and 280.13A to share an activity program for high school girls' soccer under the team name Creston ("Activity").

Section 2. Administration. Creston will employ the coaches for the Activity. Creston will hire, train, evaluate, discipline, and dismiss the coaches, and administer payment of wages and benefits due them, in accordance with Creston policies and contracts. Creston will also make its equipment and facilities available for the Activity, and maintain them in accordance with Creston policies. Nodaway Valley may provide input to Creston regarding the coaches and equipment and facilities.

The parties will work cooperatively with each other, through their respective Superintendents and Athletic Directors, to establish a method for determining the schedule of practices, meets, and other events for the Activity and for administering any other actions as necessary under this Agreement. Notwithstanding the foregoing, each party will be responsible for determining transportation of its respective students for Activity practices. Transportation of students for Activity meets or other events will be determined by the parties.

Section 3. Costs. The parties will share the costs of the Activity equally, such that each party is responsible for one-half (1/2) of the total costs expended under this Agreement. To the extent that Creston pays costs attributable to Nodaway Valley, Nodaway Valley will reimburse Creston for such payment within thirty (30) days of receipt of invoice from Creston.

Any gate receipts or other revenues generated by the Activity unless otherwise determined shall be equally split by the parties.

Section 4. Insurance. Each party will carry commercial general liability insurance and automobile liability insurance for protection, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall be in such limits which are commercially reasonable for school districts in the State of Iowa. Each party will be responsible for maintaining workers' compensation insurance for its respective employees in the amounts statutorily required by the State of Iowa.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. The parties expressly agree and state that the maintenance of any policy of liability insurance pursuant to this Agreement does not waive any of the defenses of governmental immunity that may be available to any or all of the parties under Iowa Code Chapter 670, and such insurance policies will be endorsed accordingly.

Section 5. Indemnification. To the extent permitted by law, each party will indemnify and hold harmless the other parties, including their directors, officers, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of the negligence or breach of this Agreement by the indemnifying party in connection with this Agreement. The obligations in this section shall survive termination of this Agreement with respect to any injury or damage occurring prior to the date of termination.

Section 6. Term. The term of this Agreement shall be for the 2025 school year, commencing on July 1, 2024, and continuing until June 30, 2025. The parties may agree to terminate or extend the term of this Agreement by mutual agreement set forth in writing.

Section 7. Compliance with Law. The parties agree to comply with all federal, state, and local laws and regulations and board Policies which are applicable to the performance of this Agreement. The parties will cooperate as needed regarding the application of good conduct rules and other student eligibility requirements for the Activity.

Section 8. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, agency, or other like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party. The parties expressly agree that, as several school districts in a consortia cooperative agreement for a specific activity, none of them are precluded from having a separate agreement with one or more of the other for a different activity as provided by Iowa Administrative Code 281-36.20(3).

Section 9. Assignment. No party may assign any right or obligation under this Agreement, in whole or in part, without the prior written consent of the other parties. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.

Section 10. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.

Section 11. Entire Agreement. This Agreement supersedes all previous agreements, arrangements, and understandings, and constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless agreed to in writing by the parties. This Agreement will be governed by Iowa law and, in case any provision contained in this Agreement shall be declared invalid, illegal, or unenforceable, the remaining provisions contained herein shall not in any way be affected or impaired thereby. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 12. Waiver/Consent. The parties to this Agreement have agreed to request Ahlers & Cooney, P.C., legal counsel, to act as the scrivener for this Agreement, and each such party has agreed to waive any potential conflict of interest and has consented to Ahlers & Cooney, P.C. acting as the scrivener for all parties, which the governing bodies of the parties, by approving and executing this Agreement, expressly ratify and confirm.

IN WITNESS WHEREOF, the parties have duly approved and executed this Agreement as of the dates set forth next to their signatures below.

CRESTON COMMUNITY SCHOOL DISTRICT

By _____
Board President

Date

NODAWAY VALLEY COMMUNITY SCHOOL DISTRICT

By _____
Board President

Date