

SPECIAL BOARD MEETING

Wednesday, August 22, 2018 7:00 PM Central

HS CONFERENCE ROOM

705 N 9th Street
Arlington, NE 68002

John Neary: Present

Matt O'Daniel: Present

Bruce Scheer: Present

Jessi Scheer: Present

Luanne Sundberg: Present

Shanon Willmott: Present

Present: 6.

1. OPENING PROCEDURES

1.1. Meeting Called to Order and Roll Call

1.2. Pledge of Allegiance

2. WELCOME TO GUESTS AND PUBLIC FORUM

Mr. Dick Blick, Fremont addressed the board on the merits of swimming for our youth and encouraged the board to consider the opportunity that a coop would present. Jennifer Schiemann, Fremont, thanked the board for having this meeting to consider the swimming coop and expressed her confidence in the board making a decision that would be best at this time.

3. Discuss, Consider and Take Necessary Action to approve entering a NSAA Cooperative Sponsorship Agreement for boys and girls swimming with Fremont Public Schools.

Motion to enter into a NSAA Cooperative Sponsorship Agreement for boys and girls swimming with Fremont Public Schools with cost and terms as presented Passed with a motion by Jessi Scheer and a second by Shanon Willmott.

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

Mrs. Johnson reviewed the information that was provided to the board pertaining to the coop

agreement. Each individual board member indicated their support for the coop agreement and their reasons for supporting the agreement.

4. Adjourn

Adjourn at 7:24 p.m.

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. A maximum of four schools may combine and form a cooperative program.
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

RENEWALS

If the high schools plan to continue cooperatively sponsor the same program(s) as they sponsored during the preceding school year, the head school should mark "RENEWAL" at the top of the Cooperative Sponsorship Agreement form, and mark the activities and years for which the combined program will be in effect. The superintendent of each high school must then electronically sign their portion of the form before it is submitted to the NSAA.

It will not be necessary for the schools to complete the entire Cooperative Program Application form unless additional programs are added.

The agreement to continue the cooperative program should be approved by the schools' Boards of Education/Governing Bodies, but it is not necessary for members of the Board of Education/Governing Body to sign the agreement. Hopefully, this will save time and simplify the renewal process.

Renewal requests must be received by the NSAA by the applicable renewal dates:

1. June 1 for cooperative programs that will be implemented during the following fall sports season;
2. September 1 for cooperative programs that will be implemented during the following winter sports season; and
3. January 1 for cooperative programs that will be implemented during the following spring sports season.

**COOPERATIVE SPONSORSHIP MEMORANDUM OF AGREEMENT
BY AND BETWEEN
ARLINGTON PUBLIC SCHOOL DISTRICT
AND FREMONT PUBLIC SCHOOLS**

This memorandum of agreement is made and entered into between participating school district Arlington Public School (APS) and host school district Fremont Public School (FPS).

1. Duration and Termination. This Cooperative Sponsorship Agreement (referred to herein as "Agreement") shall have a duration of two school years, commencing for the 2018-19 school year and ending after the 2019-20 school year. Subsequently, this Agreement shall be subject to renewal at the end of the two year agreement. The School Districts' Boards of Education must take action to approve the renewal. The agreement may be voided at any time by mutual agreement of all schools participating in the cooperative agreement and with approval by the NSAA Board of Directors.

2. Purposes. The parties wish to cooperatively sponsor sports opportunities for high school boys and girls swimming for the following purposes:

- a. To permit the School Districts to make the most efficient use of their resources by cooperating with each other in providing sports opportunities.
- b. To facilitate the use of the School Districts' facilities and personnel in an efficient and effective manner; and
- d. To enhance the School Districts' activities and to make increased educational opportunities through such activities available to the students of both School Districts.
- e. To sponsor the participation of students in grades 9-12 in boys and girls swimming.

3. Host School. Fremont Public Schools will be the host school.

4. Organization. This Agreement does not create any separate legal or administrative entity. The Fremont Public School Superintendent of Schools is responsible for administering the cooperative undertaking described in this Agreement and overseeing the implementation of its terms. At his discretion, the Superintendent of Schools may delegate responsibilities to another administrator or to the Activities Director.

5. Coaches. Coaches will oversee and direct activities of all sports. The coaches shall be employees of Fremont Public Schools. All coaches are subject to the assignment, authority and direction of the Fremont Superintendent of Schools, Principals and Activities Director.

6. No Joint Employment. This Agreement shall not make the School Districts joint employers of the coaches for purposes of Workers' Compensation, unemployment compensation, liability, or for any other purpose.

7. Team Name, Colors and Mascot. The teams shall be known as the Fremont Tigers. The team colors shall be black and gold and the mascot shall be Tigers.

8. Contracts. Fremont Public Schools is responsible for all contracts related to the cooperatively sponsored team with groups such as referee associations, with individuals, or with other schools or school districts.

9. Allocation of Costs. Program costs shall be allocated between participating schools and the host school as follows:
The participating school(s) will pay the host school a fee per participant which is based upon the cost of the YMCA facility rental plus the cost of the coaches divided by the total number of all participants. The facility rental fee will be determined for 2017-18 the cost was \$12,500 and the cost of coaches for 2018-19 is \$9,292.76. The number of participants is yet to be determined. The facility rental fee for 2018-19 and 2019-20 as well as the cost for coaches for 2019-20 are not yet determined. All other program costs will be the responsibility of Fremont Public Schools. For the purpose of determining fee's the participation numbers as of the first competition will be utilized. Fremont Public Schools will bill Arlington Public Schools annually no later than January 1st.

10. Rules and Regulations. All student participants will comply with Fremont Public School's athletic code of conduct for athletes while participating in activities. Fremont Public Schools will manage athlete and parent concerns and disputes and will keep APS informed about such concerns through communication with the athletic director. Academic Eligibility will be determined and administered by Arlington Public Schools. Fremont Public Schools lettering guidelines will be utilized and administered.

11. Uniforms. All student participants are required to purchase and wear swimming uniforms and goggles as prescribed by Fremont Public Schools and will be considered representatives of Fremont Public Schools. Arlington Public School's student fee policy and schedule will apply to Arlington student participants.

12. Transportation. Individual parents and athletes will be responsible to provide transportation for student athletes to Fremont Public Schools facilities or the YMCA for practices and contests. After Arlington Public School students have arrived

at their practice or competition facility, Fremont Public School personnel shall have authority over, and will be responsible for the control and supervision of Arlington students. Fremont Public School will provide transportation to and from all contests. All Arlington students will ride on Fremont Public School -provided transportation unless the Fremont Public School Activities Director approves other arrangements.

12. Teacher Not a Third-Party Beneficiary. Coaches are not third-party beneficiaries of this Agreement, and it creates no enforceable rights in their favor.

13. Disposal of Property. The parties do not contemplate that this agreement shall require the acquisition of any jointly-held property. If it becomes necessary to acquire jointly-held property in order to accomplish the purposes of this agreement, the parties shall at that time determine a method for disposing of such property on termination of the agreement. No jointly-held property shall be acquired to fulfill the purposes of this agreement without the express approval of both School Districts' Boards of Education.

14. Issues Not Addressed. Issues will arise that are not addressed in this Agreement. The Fremont Superintendent of Schools, Principals and Activities Director shall resolve such issues.

15. Agreement to Cooperate. The Arlington Public School and Fremont Public School Boards of Education and administrators agree to cooperate in sponsoring the program described in this Agreement and to form an inter-district advisory board, if they feel it appropriate, to work on the improvement of the cooperative program.

16. Entirety of Agreement. This agreement contains the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof.

Date: _____

Superintendent, Fremont Public Schools

Date: _____

Superintendent, Arlington Public Schools

COOP SWIMMING PARAMETERS TO CONSIDER August 17, 2018

The following parameters should be considered by the district when determining whether to enter in to a coop agreement:

1. Would adding this sport detract from the sports/club/opportunities we offer?
2. What cost would the district assume and is that cost reasonable?
3. Will the decision set a precedent that may prove difficult to sustain?

1. Would adding the sport distract from what we offer?

Swimming is a winter sport for both boys and girls.

- a. Girls basketball – Participation for girls basketball has been down for the past few years. This appears to be a trend statewide/nationwide. We did not have enough participants to field a Reserve team last year or this year.
- b. Boys basketball has strong participation and ample participant numbers.
- c. Wrestling had strong participation last year but generally we have not been able to fill all weight classes.

2. Is the cost reasonable.

- a. The estimated cost for this cycle seems reasonable based upon the cost estimate for facilities/coach of other sports (in separate document).
- b. Safe to say that this will probably be the 'cheapest' cost to our district. Facility costs will be governed by the YMCA. The YMCA was asking for more money initially but settled at the current cost. You can see that the pool cost increased with new facility for this year. The cost of employees is based upon contract negotiations. The number of coaches is likely based on number of participants.
- c. A per/athlete cost is more favorable than a flat fee in a situation where we estimate that we will have limited participants.

3. Will the decision set a precedent that may prove difficult to sustain?

The board can make a decision to renew at the end of two years. It will be difficult to decline a renewal once the program is in place.

Establishing and maintaining parameters to guide future requests is important to maintaining the integrity of all programs made available for our students.

[Close Window](#)

**AGREEMENT FOR COOPERATIVE SPONSORSHIP:
Guidelines for Cooperative Sponsorships (PDF)**

Is this a **NEW** Cooperative Sponsorship or a **RENEWAL** of an existing Cooperative Sponsorship?

NEW RENEWAL

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

School District No. 27, Fremont, Nebraska and
 School District No. 27, Archbishop Bergan, Nebraska.

Date of Agreement: May 6, 2017

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 (June 1 for fall activities, September 1 for winter activities or January 1 for spring activities) **2018**, for approval for cooperative sponsorship of a joint high school program.

Please check the activity or activities for which the above-named governing boards are applying for cooperative sponsorship.

FALL	<input type="checkbox"/> FB6	<input type="checkbox"/> FB8	<input type="checkbox"/> FB11	<input type="checkbox"/> VB	<input type="checkbox"/> BCC	<input type="checkbox"/> GCC	<input type="checkbox"/> GGO	<input checked="" type="checkbox"/> BTE	<input checked="" type="checkbox"/> SB	<input type="checkbox"/> UBO	<input type="checkbox"/> PP
WINTER	<input checked="" type="checkbox"/> BSW	<input checked="" type="checkbox"/> GSW	<input type="checkbox"/> WR	<input type="checkbox"/> BBB	<input type="checkbox"/> GBB	<input type="checkbox"/> SP	<input type="checkbox"/> DE				
SPRING	<input checked="" type="checkbox"/> BA	<input type="checkbox"/> BTR	<input type="checkbox"/> GTR	<input checked="" type="checkbox"/> GTE	<input type="checkbox"/> BGO	<input checked="" type="checkbox"/> BSO	<input checked="" type="checkbox"/> GSO	<input type="checkbox"/> UTR			
OTHER	<input type="checkbox"/> VM	<input type="checkbox"/> IM	<input type="checkbox"/> JO								

hereinafter "combined program," for students attending the above-named schools for years:

- 2017-2018
- 2018-2019
- 2019-2020
- 2020-2021

(Check all school years to be covered.)

Status of Cooperative Sponsorship Agreement Forms required of each school:

1. Fremont submitted their Cooperative Sponsorship Agreement Form on May 3, 2017
2. Archbishop Bergan submitted their Cooperative Sponsorship Agreement Form on May 3, 2017

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

1. School District No. 27, **Fremont**, Nebraska.
 By: Mark Shepard (Superintendent)
 Dated: May 3, 2017

2. School District No. 27, **Archbishop Bergan**, Nebraska.
 By: Fr. David Belt (Superintendent)
 Dated: May 3, 2017

OFFICIAL ACTION BY BOARD OF DIRECTORS

The Agreement between/among

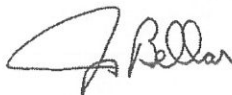
School District No. 27, Fremont, Nebraska and

School District No. 27, Archbishop Bergan, Nebraska

to cooperatively sponsor an interscholastic program in Boys Tennis, Softball, Boys Swimming, Girls Swimming, Baseball, Girls Tennis, Boys Soccer, Girls Soccer

was considered by the Nebraska School Activities Association Board of Directors on May 18, 2017.

The Board of Directors **APPROVED** this Agreement as of May 18, 2017.



Executive Director

[Return to Top](#) | [Close Window](#)