

## COOPERATIVE SPONSORSHIP AGREEMENT

This Cooperative Sponsorship Agreement is made this 14th day of January 2019, by and between the **Indiana Area School District**, having its principal administrative offices at 501 East Pike, Indiana, Pennsylvania 15701 and the **Seeds of Faith Christian Academy**, having its principal administrative offices at 640 Church Street, Indiana, Pennsylvania 15701.

WHEREAS, the Indiana Area School District operates an interscholastic football program for students enrolled in grades nine through twelve;

WHEREAS, the Seeds of Faith Christian Academy does not operate an interscholastic football program; and

WHEREAS, the Indiana Area School District and the Seeds of Faith Christian Academy desire to allow high school students enrolled at Seeds of Faith Christian Academy to participate in the interscholastic football program operated by Indiana Area School District subject to the terms and conditions hereinafter provided;

NOW, THEREFORE, with the intent to be legally bound hereby, the Indiana Area School District and the Seeds of Faith Christian Academy agree as follows:

1. The term of this agreement shall be the 2019-2020 and 2020-2021 school years.

2. During the term of this agreement, Seeds of Faith Christian Academy students enrolled in grades nine through twelve shall be permitted to participate in the interscholastic football program operated by Indiana Area School District, subject to the following conditions:

(a) The student must meet all of the eligibility criteria or their equivalent for participation in the program that apply to students enrolled in the Indiana Area School District. These criteria include, without limitation, verification of requisite academic achievement, fulfillment of attendance requirements, and any applicable physical fitness restrictions. As a precondition to the release of academic, attendance and disciplinary data relating to the participant to the Indiana Area School District, the participant's parent(s) shall be required to provide to the Seeds of Faith Christian Academy written authorization permitting such disclosure, in such form as it may require;

(b) The student must meet all policies, rules and regulations, or their equivalent, of any governing organization of the program (e.g., Pennsylvania Interscholastic Athletic Association, Western Pennsylvania Interscholastic Athletics League, etc.);

(c) The student must comply with any team rules or regulations that apply to students enrolled in the Indiana Area School District; and

(d) The student must complete any medical examination or medical test required of students enrolled in the Indiana Area School District as a condition of participation in the program.

3. In consideration of the cost of operating the program, the participation of Seeds of Faith Christian Academy students whose parents/guardians are not residents of the Indiana Area School District shall be subject to the payment of an annual fee in the amount of Twelve Dollars (\$1200) for a high school participant. Such fees shall be paid by Seeds of Faith Christian Academy directly to the Indiana Area School District. Payment of the full amount is required prior to the first practice date established by the Pennsylvania Interscholastic Athletic Association. Seeds of Faith Christian Academy students whose parents/guardians are residents of the Indiana Area School District shall not pay a fee.

4. Seeds of Faith Christian Academy or students and/or their parents shall be exclusively responsible for transportation to or from the Indiana Area School District's schools in order to participate in the football program.

5. This agreement may be terminated following the completion of the 2019-2020 season (a) upon written notice by either party hereto on or before May 1, 2020, or (b) in the event the Seeds of Faith Christian Academy establishes an interscholastic football program for the 2020-2021 school year.

6. This agreement shall be contingent upon the approval of a cooperative sponsorship by the Pennsylvania Interscholastic Athletics Association.

7. Without waiver of any immunities or limitations of liability provided by law, each Party shall defend, indemnify and hold harmless the other Party, its employees, officers, or agents from and against any and all claims, liability, loss and expenses, including any bodily injury, death or damage to property, arising from the indemnitor's acts or omissions relating to this Agreement.

8. This Agreement constitutes the entire and integrated agreement between the parties. No prior verbal or written agreement shall survive the execution of this Agreement. Neither party is relying upon any promises or representations not otherwise set forth in this Agreement. Any modification to this Agreement shall be in writing and shall be signed by both parties in order for the same to be binding upon the parties and, require the approval by resolutions by both parties' boards of school directors adopted at duly constituted public meetings.

9. This agreement has been jointly drafted by the parties hereto, each having the benefit of consulting with counsel of their respective choosing, and shall not be presumptively construed in favor of or against either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

Attest:

INDIANA AREA SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President, Board of School Directors

Attest:

SEEDS OF FAITH CHRISTIAN ACADEMY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President