

**Memorandum of Understanding
Dickinson Public School District (School)
and
Dickinson Dolphins Swim Team (DDST)**

Background (initiated in 2015; boys and girls)

DDST has requested that the School include a high school swimming program in its extra-curricular athletic program. The School understands and recognizes the reasonableness of DDST's request as high school swimming/diving is sponsored by the North Dakota High School Activities Association (NDHSAA). However, the School has expressed that limited financial resources are available for the addition of another athletic activity and DDST recognizes the financial limitations of swimming/diving becoming a part of the School's extra-curricular athletic program at this time. Therefore, because of this background and the desire by both parties to offer this opportunity to Dickinson area students, the Dickinson Public School District and the Dickinson Dolphin Swim Team enter into the following agreement:

2018-2019 School Year Agreement

1. The School will include varsity and junior varsity boys and girls swim and dive in its extra-curricular program. This program is offered in accordance with the rules and regulations of the North Dakota High School Activities Association and additional extra-curricular policies set forth by the School.
2. The School shall maintain full control of the program as with any other extra-curricular activity sponsored by the School.
3. In consideration of the foregoing, DDST will pay for all expenses, excluding coaching salaries and transportation costs, incurred by the School in the maintenance of these swimming and diving programs similar to other athletic programs sponsored by the School, which shall include but not be limited to:
 - a. rental fees, entry fees, and other dues;
 - b. uniforms;
 - c. equipment;
 - d. officials;
 - e. lodging;
 - f. meals; and
 - g. other miscellaneous supplies and expenses.

For major purchases of services, equipment, uniforms, etc. in excess of \$500.00, the School shall consult with DDST and both parties must agree before making such purchases. All equipment and supplies purchased will be retained by DDST.

4. The School agrees to pay for substitute teacher compensation and miscellaneous administrative expenses incurred by the Activities Director for swimming related business.
5. The School will pay for coaching salaries (1 head and 1 assistant in each program) and related salary benefits (Social Security, TFFR, etc): These salaries will be calculated using the **2018-2019** extra-curricular pay schedule as outlined by the professional negotiated

agreement between the Dickinson Public School Board and the Dickinson Education Association. The following compensation rates will be used:

1. Head Varsity Coach 13%
2. Assistant Varsity Coach 7.1%

DPS will only hire an assistant coach if the number of participants warrants hiring one. If DDST desires any additional assistant coaches, these coaches shall be paid directly by DDST and shall not run through the School's account. Salaries for these additional assistant coaches shall follow the compensation rates listed above.

6. Beginning with the 2016-2017 school year, the School will pay for transportation costs to away contests as per School contract with Harlow's Bus Services.
7. At the conclusion of the high school swimming and dive season, if expenses to fund said programs exceed all income, DDST will reimburse the school for the difference. If expenses are less than all income, the funds will remain in the swimming/dive activity accounts for the following year. This agreement shall terminate at the conclusion of the **2018-2019** high school swimming and dive season once all financial obligations relating to the high school swimming and dive season have been paid by the School and reimbursed by DDST as outlined in paragraph 5. This shall be completed before **June 15, 2019**.
8. This agreement and/or program may be terminated by the School at any time by failure of the DDST to comply with any provision in the Memorandum of Understanding.
9. Expenditure records for the swimming programs shall be kept by the Activities Office and be available for review by DDST at any time upon request by the DDST president.
10. In order to have effective communications, each party to this Memorandum must designate an official spokesperson. The School spokesperson will be the Activities Director. The DDST spokesperson shall be its president.

Dated at Dickinson, North Dakota, this **6th day of April, 2018**.

Dickinson Public School District #1

Dickinson Dolphins Swim Team

By: _____
School Board President

By: Wendy Kottgebe
DDST President

By: [Signature]
Activities Director