

**Memorandum of Understanding
Dickinson Public School District (School)
and**

Dickinson Youth Activities, Inc. Dickinson Hockey Club (DHC)

Background (initiated in 1993-94 for Boys and 2001-02 for Girls)

DHC has requested that the School include a high school hockey program in its extra-curricular athletic program. The School understands and recognizes the reasonableness of DHC's request as high school hockey 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 DHC recognizes the financial limitations of hockey 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 Dickinson Youth Activities, Inc. Dickinson Hockey Club enter into the following agreement:

2017-2018 School Year Agreement

1. The School will include varsity and junior varsity boys hockey as well as varsity girls hockey in its extracurricular 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, DHC will pay for all expenses, excluding coaching salaries and transportation costs, incurred by the School in the maintenance of these hockey 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 DHC and both parties must agree before making such purchases. All equipment and supplies purchased will be retained by DHC.

4. The School agrees to pay for substitute teacher compensation and miscellaneous administrative expenses incurred by the Activities Director for hockey 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 **2017-2018** 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 15.7%
2. Assistant Varsity Coach 10.5%

If DHC desires any additional assistant coaches, these coaches shall be paid directly by DHC 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 2010-11 school year, the School will pay for transportation costs to away contests as per School contract with Harlow's Bus Services.
7. As a condition to insure financial responsibility, on or before **December 1, 2017**, DHC shall deposit the sum of \$5,000 each into the School's boys and girls hockey activity accounts to be used by the School to fund said hockey programs. All income directly related to each high school hockey program from activity/participation fees, gate admissions, hockey season tickets, concessions, sponsorships and contributions, shall be collected and used by DHC to fund the hockey programs and need not be deposited in the School's hockey activity accounts. Lastly, any income specific to each hockey program such as NDHSAA sponsored post-season team payments for tournaments will be collected by the School and deposited into the School's hockey activity accounts to offset DHC's financial obligation.
8. At the conclusion of the high school hockey season, if expenses to fund said programs exceed all income, DHC will reimburse the school for the difference. If expenses are less than all income, the funds will remain in the hockey activity accounts for the following year. This agreement shall terminate at the conclusion of the **2017-2018** high school hockey season once all financial obligations relating to the high school hockey season have been paid by the School and reimbursed by DHC as outlined in paragraph 5. This shall be completed before **June 30, 2018**.
9. This agreement and/or program may be terminated by the School at any time by failure of the DHC to comply with any provision in the Memorandum of Understanding.
10. Expenditure records for the hockey programs shall be kept by the Activities Office and be available for review by DHC at any time upon request by the DHC president.
11. 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 DHC spokesperson shall be its president.

Dated at Dickinson, North Dakota, this **3rd day of November 2017**.

Dickinson Public School District #1

Dickinson Youth Activities, Inc./
Dickinson Hockey Club (DHC)

By: _____
School Board President

By: _____
DHC President

By: _____
Activities Director