



## Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made by and between the Board of Education of Rock Island – Milan School District #41 ("District 41"), Rock Island County, Illinois, and the Board of Education of Rockridge Community Unit School District #300 ("District 300"), Rock Island County, Illinois (collectively the "Parties").

### Recitals

WHEREAS, the Parties are "school districts" as defined under Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois School Code, 105 ILCS 5/1 et seq.; and are "public agencies" as defined under Paragraph 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

WHEREAS, the Parties have authority to enter into this Agreement pursuant to, among other things, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

WHEREAS, District 41 maintains a high school Boys swimming team and a high school Girls swimming team (collectively the "Boys and Girls swim teams") and District 300 does not maintain a high school Boys swimming team or a Girls swimming team; and

WHEREAS, the Parties desire to create additional athletic and swimming opportunities for the students of District 300 by allowing District 300 students the opportunity to participate in District 41's Boys and Girls swimming teams, and the Parties have determined that allowing such participation will not limit participation opportunities for students in either schools; and

WHEREAS, District 41 and District 300 have each determined that this Agreement is in their respective best interests; and, that this Agreement is in the best interest of Rock Island High School and Rockridge High School.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Agreement.
2. **Term of Agreement/Renewals.** The term of this Agreement shall be for the 2025-2026 and 2026-2027 school years. Thereafter, this Agreement may be renewed by the mutual written agreement of the Parties. If no such agreement is reached by June 30, 2027, this Agreement shall terminate without further action by any party.
3. **Termination.** Either party may terminate this Agreement for any reason after providing the other party with 60 days written notice. If either party is in default pursuant to the terms of

this Agreement and does not cure such default within 30 days after the non-defaulting party provides notice of the default, then the non-defaulting party may terminate this Agreement. If the default creates an emergency situation, the notice period may be reduced from 30 to 5 days.

4. **Financial Obligations.** All costs involved in the operation of the Boys and Girls swim teams, such as travel to contests from Rock Island High School and back, officials, and facilities will be the responsibility of District 41. Daily travel for practices and contests from Rockridge High School and back will not be the responsibility of District 41. District 300 will provide one assistant coach and will pay this individual's salary. District 300 will be required to pay \$1,000.00 annually to help offset the maintenance of District 41's pool.
5. **Insurance and Indemnification.** Premises liability insurance covering the Boys and Girls swim teams shall be provided by District 41, at its expense. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement, general liability insurance covering their respective students' participation on the Boys and Girls swim teams, and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the Parties, but, in any event, no less than \$5,000,000 per occurrence, subject to inflationary increases at the discretion of the Parties. All participants in this program must be covered by student insurance available in the student's home district, of which the cost is paid for by the participant, or the participant must provide a signed waiver of other insurance coverage. All such insurance per this Paragraph shall be evidenced by annually providing to the other Party certificates of insurance. Said insurance shall name the other Party as an additional insured and will further provide that the insurance may not be modified, terminated, cancelled, or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other Party. To the fullest extent permitted by law, District 300 shall indemnify, defend, and hold District 41 harmless from any loss, including reasonable attorneys' fees, for any claims arising out of the operation of the Boys and Girls swim teams that are attributable to District 300, its students, staff or agents.
6. **Paperwork.** All students shall have the appropriate paperwork required by District 41 and the Illinois High School Association on file before participation on a swim team may begin. Physicals as well as parent permission slips, concussion forms, and other required paperwork must be supplied to District 41 for all students.
7. **Rules and Authority.** All Parties, their students, staff, and agents shall adhere to District 41's rules and procedures. All spectators shall be subject to District 41's rules and procedures.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
9. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties.
10. **Waiver.** If either Party fails to require the other to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

11. **Severability.** If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.
12. **Applicable Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Rock Island County, Illinois, or the federal district court for the Northern District of Illinois.
13. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

BOARD OF EDUCATION  
ROCK ISLAND - MILAN  
SCHOOL DISTRICT #41

BOARD OF EDUCATION  
ROCKRIDGE COMMUNITY UNIT  
SCHOOL DISTRICT #300

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Board President

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Board President

Attest: \_\_\_\_\_

Secretary

Attest: \_\_\_\_\_

Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_