

## **INTERGOVERNMENTAL AGREEMENT - COOPERATIVE BOYS AND GIRLS SWIMMING AND DIVING TEAMS**

This Agreement ("Agreement") is made by and between the **BOARDS OF EDUCATION of COMMUNITY HIGH SCHOOL DISTRICT 94** ("District 94"), DuPage County, Illinois, **BATAVIA PUBLIC SCHOOL DISTRICT 101** ("District 101") Kane County, Illinois, and **GENEVA COMMUNITY UNIT SCHOOL DISTRICT 304** ("District 304"), Kane 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 are authorized under said Constitution and Acts to enter into intergovernmental agreements; and

**WHEREAS**, District 94 operates Community High School (also known as West Chicago Community High School), District 101 operates Batavia High School and District 304 operates Geneva Community High School; and

**WHEREAS**, Community High School District 94 maintains a Boys swimming and diving team, and a Girls swimming and diving team; Batavia High School does not maintain a Boys swimming and diving team, and a Girls swimming and diving team; and Geneva Community High School does not maintain a Boys swimming and diving team, and a Girls swimming and diving team; and

**WHEREAS**, West Chicago Community High School, Batavia High School and Geneva Community High School desire to create additional athletic and swimming/diving opportunities for the students of all three (3) schools by maintaining cooperative Boys and Girls swimming and diving teams, and have determined that maintaining such teams will not limit participation opportunities for students in either schools; and

**WHEREAS**, District 94, District 101, and District 304 have each determined that this Agreement is in their respective best interests; and, that this Agreement is in the best interests of West Chicago Community High School, Batavia High School and Geneva Community 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 2020-2021 and 2021-2022 school years (July 1, 2020 through June 30, 2022). Thereafter, this Agreement may be renewed by the mutual agreement of the Parties, the Upstate Eight Athletic Conference, and the Illinois High School Association. If no such mutual agreement is reached by June 30, 2022 this Agreement shall terminate without further action by any party.

3. **Cooperative Team Sponsorship.** West Chicago Community High School, Batavia High School and Geneva Community High School shall cooperatively sponsor a Boys swimming and diving team, and a Girls swimming and diving team for the term of this Agreement, and any renewal thereof, in accordance with all of the following terms and conditions:

- A. The host school will be West Chicago Community High School.
- B. Students from West Chicago Community High School, Batavia High School and Geneva Community High School who are members of the teams are referred to in this Agreement as "Participants".
- C. Each team will be named the West Chicago (Community High School) Wildcats.
- D. Home games and practices will be held at West Chicago Community High School.
- E. West Chicago Community High School shall provide all of the coaches for both the girls and boys teams.
- F. West Chicago Community High School, Batavia High School and Geneva Community High School will be equally responsible for coaching salaries, all equipment expenses, officials' expenses, entry fees, meet workers expenses and transportation costs to away contests from West Chicago Community High School. All such costs shall be split on a 34% /33% /33% basis.
- G. Transportation of West Chicago Community High School Participants to West Chicago Community High School shall be the responsibility of said Participants and their parents. Transportation of Batavia High School Participants shall be the responsibility of Batavia High School. Transportation

of Geneva Community High School Participants to West Chicago Community High School shall be the responsibility of Geneva High School.

- H. Premises liability insurance covering the teams shall be provided by District 94, at its expense. District 94, District 101, and District 304 shall each obtain or maintain, at their expense, general liability and errors and omissions insurance covering their respective students' participation on the teams, in amounts and with coverage determined by Community High School District 94. To the fullest extent permitted by law, District 101 and District 304 shall indemnify, defend, and hold Community High School District 94 harmless from any loss, including reasonable attorneys' fees, for any claims arising out of the operation of the teams that are attributable to District 101 and District 304, its students, staff or agents
- I Academic eligibility for students of all three (3) schools will follow all IHSA guidelines. Academic eligibility checks will be made and reported to the West Chicago Community High School principal on a designated day of each week as determined by the West Chicago Community High School principal.
- J. Training rules and proper attire of all Participants from all schools shall be determined by West Chicago Community High School, and subject to the athletic code of Community High School District 94.
- K. All Participants shall have all appropriate paperwork required by District 94 and the IHSA on file before participation may begin. Physicals as well as parent permission slips, concussion forms, and other required paperwork must be supplied to West Chicago Community High School for all Participants.
- L. All Participants from all three (3) schools shall pay the current Community High School District 94 participation fees for boys and girls swimming seasons. Batavia High School and Geneva Community High School shall timely collect and provide Community High School District 94 with all required participation fees for its Participants. For duration of this agreement, transportation costs will be reviewed during and after each season to determine appropriate participation fees for the following seasons.
- M. Post-season costs will be prorated for each school's Participants.
- N. The Participants will receive appropriate awards at West Chicago Community High School. West Chicago Community High School shall provide all awards to be distributed at its awards night.
- O. Spectators from all three schools shall be subject to the rules in the Community High School District 94 student handbook and extra-curricular handbook.

4. **Termination.** Each of the Parties may terminate this Agreement upon the other Party's failure to comply fully with any provision of this Agreement, if the non-complying party has not resolved such failure within thirty (30) days after it has been notified thereof in writing.

5. **Waiver.** The waiver by the Parties of any breach, default, or noncompliance by the other Party under any provision of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach, default or noncompliance on the part of such other Party, of the same or any other provision.

6. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed given when such notice is either hand delivered or sent by certified mail, return receipt requested and deposited with the United States Postal Service, with postage thereon prepaid, addressed to the other party at the following addresses:

<b>If to District 94:</b>	<b>If to District 101:</b>	<b>If to District 304</b>
Community High School	Batavia High School	Geneva Community High School
Attn: Principal	Attn: Principal	Attn: Principal
157 W. Washington Street	1201 Main Street	416 McKinley Avenue
West Chicago, IL 60185	Batavia, IL 60510	Geneva, IL 60134

The Parties may designate, in writing, any further or different addresses to which subsequent notices shall be sent.

7. **Amendments.** This Agreement represents the entire, integrated Agreement between the Parties hereto with respect to its subject matter. This Agreement may only be amended or modified by a written instrument executed by all Parties.

8. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any claims shall be in DuPage County, Illinois.

9. **Counterparts.** This Agreement may be signed in multiple counterparts with the same effect as if the signatures to each were upon the same Agreement.

10. **Additional Documents.** The Parties agree to execute such additional documents as may be required from time to time to further carry out the purposes and intent of this Agreement.

11. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected, thereby, each of the provisions hereof being severable in any such instance.

12. **Effective Date.** This Agreement shall be deemed dated and become effective when the last of the duly authorized representative of the Parties signs and dates this Agreement as set forth below.

BOARD OF EDUCATION  
GENEVA COMMUNITY UNIT SCHOOL  
DISTRICT 304  
KANE COUNTY, ILLINOIS

By: \_\_\_\_\_  
President

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

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

BOARD OF EDUCATION  
COMMUNITY HIGH SCHOOL  
DISTRICT 94  
DuPAGE COUNTY, ILLINOIS

By: \_\_\_\_\_  
President

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

Date: 7/21/2020

BOARD OF EDUCATION  
BATAVIA PUBLIC SCHOOL  
DISTRICT 101  
KANE COUNTY, ILLINOIS

By: \_\_\_\_\_  
President

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

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