

BOYS and GIRLS CROSS COUNTRY INTERGOVERNMENTAL AGREEMENT

Parties

Illini Central CUSD #189, Hartsburg Emden CUSD #21, and Delavan CUSD #703 hereby enter into this Intergovernmental Agreement for the purpose and by the terms set put below.

Purpose

The parties enter into this Agreement for the purpose of a cooperative to participate in interscholastic competition as the Delavan Cross Country Coop with Panthers as the mascot. This agreement is to be effective for the 2023-24 and 2024-25 school year.

Legal Authority

This Agreement is entered into pursuant to the provisions of Article VII 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperative Act, the by-laws of the Illinois High School Association (IHSA), and each school following their school athletic code of conduct.

Work of Service to be Performed

~~Practice as a Coop team once or twice a week. Once in Delavan and once in Mason City. Each school handles their own transportation. Follow Delavan's meet schedule being the host.~~

Practices will be held in Delavan, and all athletes will be expected to attend. Transportation responsibilities will fall on Illini Central High School. Both Delavan and Illini Central will work together to manage transportation for meets. Delavan's meet schedule will be used.

Personnel and Compensation

Illini Central and Delavan keeps (hires) their own coach. These coaches work together for the season plan. All athletes will be required to pay a set fee that is determined by their home school.

Finance

Delavan will serve as fiscal agent for the cooperative.

Administration

Delavan shall serve as the Administrator of the cooperative. The administering district shall exercise all powers and duties allowed by Article VII 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperative act, the by-laws of the IHSA and this Agreement. Delavan shall serve as the host school and the A.D. shall be the official representative to the conference.

Legal Liability and Insurance

Delavan, Illini Central, and Hartsburg Emden agree to abide by the foregoing regulations and to hold the other, its employees and representatives harmless from all liability of any kind whatsoever for injury or suit, which may arise as a result of the Agreement. All participants in the cross country program shall individually purchase or provide signed assurance of adequate insurance coverage.

Duration, Termination, Withdrawal and Amendment

The duration of this Agreement shall be two (2) year commencing upon the date of mutual approval of the parties. For the duration of the Agreement neither party shall withdraw without the consent of the others unless one party fails to meet its obligations set out in this Agreement. Upon such default the non-defaulting party may mutually consent to terminate the Agreement at any time. Extension of the Agreement shall be by agreement of the parties. The parties shall meet to decide the term of extension or termination not later than ninety (90) days after the beginning of the 2023 Cross country season. This agreement shall be terminated upon the legal impossibility of performance on the part of either district. Amendments to this Agreement shall be by mutual assent of the parties.

Miscellaneous

Communication pursuant to this Agreement shall be conducted regularly between the A.D. and the designee of each district. In addition this information shall be reported to respected Boards of Education. Failure of a party to exercise its rights provided in the Agreement does not constitute waiver of violation. This agreement constitutes the entire understanding of the parties. Any provision of this Agreement deemed illegal or inoperative is severable and the remaining provisions shall continue in force.

Approved

President

Secretary

Date

Delavan CUSD #703

Approved

President

Secretary

Date

Illini Central CUSD #189

Approved

President

Secretary

Date

Hartsburg Emden CUSD #703