

**Cooperative Team Agreement
Girls & Boys Swimming
2016-2017 & 2017-2018**

South Elgin High School & Geneva High School

1. This agreement is made by South Elgin High School (Elgin U46) and Geneva High School (Geneva 304).
2. The purpose of this agreement is to give the high school students in the above named high schools the opportunity to participate in boys & girls swimming.
3. This agreement will be for the 2016-2017 & 2017-2018 school years. This agreement will be renewable by mutual agreement between the two high schools, South Elgin High School, Geneva High School, and the Upstate Eight Conference and the IHSA.
4. The host school will be South Elgin High School. The name of the team will be the South Elgin Storm.
5. Home meets and practices will be held at South Elgin High School. South Elgin High School will be responsible for providing the personnel for supervision and security during home contests.
6. Transportation of the students to the home site shall be the responsibility of the student and his/her parents.
7. South Elgin will supply the coaches for the girls and boys swim programs. South Elgin and Geneva will equally be responsible for their coaching salaries, all equipment expenses, official expenses, entry fees, meet workers and transportation to away contests from South Elgin.
8. Premises liability shall be borne by District U46.
9. Transportation of Geneva athletes to South Elgin from Geneva will be the responsibility of Geneva High School.
10. Academic eligibility checks will be made and reported to the host school principal on a designated day of each week as determined by the host school Director of Athletes. Eligibility for both schools will follow all IHSA guidelines.
11. Training rules and proper attire of the competitors will be subject to the home school's athletic code.
12. All participants will be required to have all appropriate paperwork by District U46 and the IHSA on file before participation may begin. Physicals, as well as parent permission slips and concussion forms, must be supplied to the host school for those who will participate.
13. Geneva will collect and provide South Elgin with current South Elgin participation fees for boys and girls swimming seasons for participating Geneva students.
14. The student participants will receive appropriate awards at the site of the host school. The home school shall provide their awards to be distributed at the host school at awards night.
15. Spectators from Geneva are subject to the rules in the host school's student handbook and extra-curricular handbook.
16. Post season costs will be prorated for each school with each of their school's participants.
17. For the duration of this agreement, transportation costs will be reviewed during and after each season to determine appropriate participation fees for the following season.

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

This Agreement ("Agreement") is made by and between the **BOARDS OF EDUCATION of SCHOOL DISTRICT U46** ("District U46"), Kane County, Illinois, and the **GENEVA CUSD 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 U46 operates South Elgin High School and District 304 operates Geneva High School; and

WHEREAS, South Elgin High School maintains a Boys swimming and diving team, and a Girls swimming and diving team; Geneva High School does not maintain any swimming or diving teams; and

WHEREAS, South Elgin High School and Geneva High School desire to create additional athletic and swimming/diving opportunities for the students of both 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 school; and

WHEREAS, District U46 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 both South Elgin High School and Geneva High School.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The forgoing 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 2016-2017 and 2017-2018 school years (July 1, 2016 through June 30, 2018). 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 August 1, 2016 this Agreement shall terminate without further action by any party.
3. **Cooperative Team Sponsorship.** South Elgin High School and Geneva 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 South Elgin High School.
 - B. Students from South Elgin High School and Geneva High School who are members of the teams are referred to in the Agreement as "Participants".
 - C. Each team will be named the South Elgin (High School) Storm.

- D. Home games and practices will be held at South Elgin High School.
 - E. South Elgin High School shall provide all of the coaches for both the girls and boys teams.
 - F. South Elgin High School and Geneva High School will be equally responsible for coaching salaries, all equipment expenses, officials' expenses, entry fees, meet worker's expenses, and transportation costs to away contests from South Elgin High School.
 - G. Transportation of Geneva High School Participants to Geneva High School shall be the responsibility of said Participants and their parents. Transportation of Geneva High School Participants to South Elgin High School shall be the responsibility of Geneva High School.
 - H. Premises liability insurance covering the teams shall be provided by District U46 at its expense. District U46 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 coverage determined by District U46. To the fullest extent permitted by law, District 304 shall indemnify, defend, and hold District U46 harmless from any loss, including reasonable attorneys' fees, for any claims arising out of the operation of the teams that are attributable to District 304, its students, staff or agents.
 - I. Academic eligibility for students of both schools will follow all IHSA guidelines. Academic eligibility checks will be made and reported to the South Elgin High School Director of Athletics on a designated day of each week as determined by the South Elgin High School Director of Athletics.
 - J. Training rules and proper attire of all Participants from either school shall be determined by South Elgin High School, and subject to the athletic code of South Elgin High School.
 - K. All Participants shall have all appropriate paperwork required by District U46 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 South Elgin High School for all Participants.
 - L. All Participants from both schools shall pay the current South Elgin High School participation fees for boys and girls swimming seasons. Geneva High School shall timely collect and provide South Elgin High School with all required participation fees for its Participants. For the duration of this agreement, transportation costs will be reviewed during and after each season to determine appropriate participation fees for the following season.
 - M. Post-season costs will be prorated for each school's Participants.
 - N. The Participants will receive appropriate awards at South Elgin High School. South Elgin High School shall provide all awards to be distributed at its awards night.
 - O. Spectators from both schools shall be subject to the rules in the South Elgin High School student handbook and extra-curricular handbook.
4. **Termination.** Either party 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 either party 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:

If to District U46:

South Elgin High School
760 E. Main Street
South Elgin, IL 60177

If to District 304:

Geneva High School
416 McKinley Avenue
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 both 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 Kane 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 OF
SCHOOL DISTRICT U46
KANE COUNTY, ILLINOIS**

By: _____
President

Attest:

Secretary

Dates: _____

**BOARD OF EDUCATION OF
GENEVA CUSD 304
KANE COUNTY, ILLINOIS**

By: _____
President

Attest:

Secretary

Dated: _____



Application for Cooperative Team Sponsorship

For New Cooperative Teams Only

Deadlines for submission of applications:

Aug. 1=Fall sports/activities; Oct. 1=Winter sports/activities; Feb. 1=Spring sports/activities

A separate application MUST be completed and submitted for each boys' athletic team, each girls' athletic team, and each activity.

For criteria under which cooperative teams may be formed, refer to Section 2.030 of the By-laws and Section 26 of the Administrative Procedures, Guidelines and Policies Section in the IHSA Handbook with Illustrations.

1. This application is for cooperative sponsorship of a team for the school terms of 2016-2017 and 2017-2018.

<u>Girls</u> (Specify Gender of Team)	<u>Swimming</u> (Sport/Activity)	<u>Uptate 8</u> (Cooperative Team Conference)
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2. NAME OF SCHOOLS	CITY	ALL CONFERENCE AFFILIATIONS OF EACH SCHOOL IN COOPERATIVE	ENROLLMENT
<u>South Elgin</u>	<u>South Elgin</u>		<u>2900</u>
<u>Geneva</u>	<u>Geneva</u>		<u>1960</u>
_____	_____	_____	_____
_____	_____	_____	_____

3. The following rationale underlies our desire for cooperative team sponsorship:

Geneva doesn't have a girls team and would like to co-op with South Elgin. Nearest schools near Geneva either have a current co-op or strong swim teams. This would be a great opportunity to allow the young ladies to compete with a high school team and not join club teams.

4. The number of students participating in this sport/activity at each cooperating school, and the number expected to participate in this sport/activity under the cooperative agreement is:

SCHOOL	NO. OF STUDENTS WHO PARTICIPATED IN 2015-16	NO. OF STUDENTS EXPECTED IN CO-OP IN 2016-17
<u>South Elgin</u>	<u>19</u>	<u>26</u>
<u>Geneva</u>	<u>0</u>	<u>10</u>
_____	_____	_____
_____	_____	_____

5. Host school: South Elgin Contact person: Jason Ward
 Team school name: South Elgin / Geneva Co-Op Team nickname: Storm
 Practices to be held at: South Elgin Home contests to be held at: South Elgin

- 3. Attach letters from the presidents of ALL conferences of which each school in this cooperative are members for ANY sport/activity, certifying that this cooperative team has been approved by the conferences.
- 7. Attach a letter from the president of the conference of which this cooperative team will be a member in 2016-2017, certifying that this cooperative team has been approved by the conference. If this cooperative team will not participate in a conference, attach letters approving the cooperative team from seven (7) schools on its 2016-2017 schedule.
- 3. Attach a signed copy of the intergovernmental agreement of this cooperative team, formally adopted by the boards of education of the participating schools for the 2016-2017 and 2017-2018 school terms, detailing your agreement in respect to insurance, coaching personnel and compensation, liability, facilities, equipment, etc. It must indicate that procedures are established for checking on student eligibility and complying with all IHSA By-Laws. Local policies which will be implemented in respect to training rules, academic standards, etc., must be agreed upon. (Copy of the intergovernmental agreement must accompany each request.)
- 1. This document is to certify that formation of this cooperative team will not reduce participation opportunities for students in any of the cooperating schools.
- 1. The following signatures certify approval of this cooperative team by formal vote of the boards of education and administrations of all schools in the cooperative.

SCHOOLS	BOARD PRESIDENTS' SIGNATURES	PRINCIPALS' SIGNATURES
<u>South Elgin</u>	_____	<u>[Signature]</u>
<u>Geneva</u>	_____	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

Official IHSA Action

The above application for cooperative team sponsorship IS IS NOT granted for the 2016-2017 - 2017-2018 school terms.

Authorized IHSA Administrator