

**JOINT INTERGOVERNMENTAL AGREEMENT
FOR
COOPERATIVE ATHLETICS
BETWEEN
STAUNTON CUSD NO. 6 AND Mt. OLIVE CUSD NO. 5**

A. Parties:

Staunton Community Unit School District No. 6 (hereinafter "Staunton") and Mt. Olive Community Unit School District No. 5 (hereinafter "Mt. Olive") hereby enter into this Intergovernmental Agreement (hereinafter the "Agreement") upon the terms set forth below.

B. Purpose:

The parties hereby enter into this Agreement for the express purpose of continuing to participate cooperatively in interscholastic Cross Country, Girls Soccer, Boys Soccer, Softball, Girls Basketball, Girls Track, and Boys Track competition beginning with the 2019-20 school year for a two year term ending in the year 2021. Additionally the parties hereby enter into this Agreement for the express purpose to participate cooperatively in interscholastic Football beginning with the 2019-20 school year for a two year term ending in the year 2021.

C. Legal Authority:

This agreement is entered into pursuant to the provision of Article VII, 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, the by-laws of the Illinois High School Association (IHSA), the Staunton Athletic Code of Conduct, the Mt. Olive Athletic Code of Conduct and the policies and regulations of both parties.

D. Work or Service to be Performed:

For the purposes of practices and home competitions, Staunton will host all competitions and practices at their facilities.

Transportation for Mt. Olive students will be the responsibility of the parents and/or the students who have a license.

Staunton will be financially responsible for 100% of the cost of obtaining and maintaining uniforms, equipment, and supplies.

Staunton shall be responsible for their facilities for use by the cooperative team for the duration of this agreement.

Staunton shall receive all home competition gates and absorb any gate losses, if applicable.

Student participants shall abide by their respective District's Athletic Code of Conduct. Standards of eligibility will be in accordance with the IHSA rules. Any student determined to be ineligible under either District's Athletic Code shall be removed from the cooperative team.

E. Equipment:

The responsibility of purchasing, inventorying, identifying/labeling, and storing of equipment will be the responsibility of the Staunton Head Coach of each sport. The Athletic Director of the host school will be responsible for overseeing the aforementioned upkeep of equipment. The host school will also be responsible for reconditioning of all equipment.

F. Personnel and Compensation:

Coaching staff will be those employed by Staunton. Compensation will be determined by Staunton in accordance with its collective bargaining agreement.

Staunton shall set the athletic fee to be charged to students, such fee subject to Staunton's policy on fee waivers. Athletic fees will be retained by Staunton.

G. Administration:

Staunton shall serve as the Administrative Agent 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. Staunton shall serve as the host school and the Athletic Director and Principal of Staunton shall be the official representative to Conferences and the IHSA.

H. Fiscal Procedures and Record-Keeping:

Staunton as administrative/host district shall keep adequate books and financial records. The administering district shall retain the right to receive and disburse funds necessary to accomplish the objective of this agreement.

I. Legal Liability and Insurance:

Staunton Community Unit School District No. 6 and Mt. Olive Community School District No. 5 agree to abide by the foregoing regulations and to hold the other, its officers, employees and representatives harmless from all liability of any kind whatsoever for injury or suit which may arise as a result of this agreement. Prior to any type of practice or competition, each student-athlete must have the following on file with Staunton: a physical exam; proof of insurance or waiver; a concussion acknowledgement form; performance-enhancing substance testing policy form; a training rules acknowledgement if required; and paid participation fee, if applicable.

J. Duration, Termination, Withdrawal and Amendment:

This document will serve as a two year agreement. The duration of this agreement shall be for the 2019-2020 and 2020-2021 school terms. The agreement will automatically

renew for successive school years, unless notice of cancellation is provided before June 1st of each by either District. For the duration the agreement, neither party shall withdraw without consent of the other party, unless one party fails to meet the obligation as set forth in this agreement. Upon such default, the non-defaulting party treat the agreement as null and void and move to terminate if deemed appropriate. This agreement shall be terminated upon legal impossibility of performance on the part of either district. Amendments to this agreement shall be by mutual consent of the parties and in writing, to be attached hereto.

K. Miscellaneous:

Communications pursuant to this agreement shall be conducted regularly between the Superintendents, or their designees. Failure of a party to exercise its rights provided in the agreement does not constitute a waiver of violations. 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 full force.

Approved:

**Chris Tingle, President
Staunton CUSD 6 Board of Education**

**David Brunnworth, President
Mt. Olive CUSD 5 Board of Education**

**Dave Lamore, Secretary
Staunton CUSD 6 Board of Education**

**Carol Rimar, Secretary
Mt. Olive CUSD 5 Board of Education**