

Sample Aquatics Program Partnership Agreement

Oswego Community Unit School District 308

1. OVERVIEW

This Aquatics Program Partnership Agreement (Partnership Agreement) is intended to establish and clarify the relationship and commitments between the AQUATICS PROGRAM and Oswego Community Unit School District 308 (District 308). District 308 and the AQUATICS PROGRAM have mutually expressed the desire to enter into this Partnership Agreement to further develop youth swimming in the communities served by District 308 and to provide a foundational feeder program for the Oswego Co-Op High School swimming programs.

2. INTRODUCTION

The AQUATICS PROGRAM is a community-based program that primarily serves student-athletes who reside within the attendance boundaries of District 308. The AQUATICS PROGRAM is committed to serving the community by providing a swim program that offers both developmental and competitive tracks for Age Group and Senior athletes under the charter of USA Swimming and in partnership with District 308 through this Agreement. The AQUATICS PROGRAM also remains committed to maintaining its status as a District 308 "feeder" swim program for high school athletes.

District 308 is committed to supporting community-based programs. In partnership with the AQUATICS PROGRAM, District 308 provides access to District 308 facilities to assist the swimmers in the AQUATICS PROGRAM to achieve their athletic potential. District 308 is also committed to charging reasonable rental fees to the AQUATICS PROGRAM for use of District 308 facilities in recognition of the AQUATICS PROGRAM designation as the District 308 "feeder" swim program.

3. TERMS OF AGREEMENT

The initial term of this Partnership Agreement is September 1, 2022 through August 31, 2023. The Agreement will automatically renew and will remain in force until 1) either Party gives written notice of termination to the other Party at least six months prior to the end of an annual term; or 2) both Parties concur, through written notification, that the Partnership Agreement is dissolved; or 3) as otherwise permitted in this Partnership Agreement.

4. FACILITY USAGE AND FINANCIAL ARRANGEMENTS

- A. District 308 will charge the annual facility usage rental fee (**Annual Rental Fee**), which includes use of the Oswego East High School pool for practice as mutually agreed to and set forth in Exhibit A, and other minor events (not including multi-team Swim Meets as defined in Section 4B, below). Other

facilities and equipment that may be used by the AQUATICS PROGRAM under this Annual Usage Rental Fee include the pool office, timing systems, and stopwatches. Use of the weight and workout rooms, indoor track, on-deck equipment, and meeting rooms/spaces will be made available to the AQUATICS PROGRAM per the appropriate facility usage rental fee schedule and availability. The Annual Rental Fee will be assessed and/or adjusted annually to reflect changes in the CPI or facility needs.

- 2022-2023 - Annual Rental Fee - TBD
- 2023-2024 - Annual Rental Fee - TBD
- 2024-2025 - Annual Rental Fee - TBD

B. District 308 will charge the AQUATICS PROGRAM the multi-team Swim Meet event fee (**Meet Event Fee**) for each multi-team Swim Meet at Oswego East High School (typically scheduled for Friday evening and during the day on Saturday and Sunday). The Meet Event Fee covers the use of: the pool, pool offices and locker areas, bathrooms in the pool hallway, custodial services, concession stand, copy machine, foyer, pool, pool balcony, blue gym/silver gym/commons, bathrooms near the blue gym, timing systems, stop watches and tables & chairs.

- Meet Event Fee - \$1,000 per half day (ex. Friday evenings)
- Meet Event Fee - \$2,000 per full day (ex. Saturday & Sunday)

C. The AQUATICS PROGRAM will have the opportunity to schedule a minimum of four multi-team Swim Meets per year, depending upon availability of the appropriate facilities to run such meets and as long as the desired events are not in conflict with high school events. Requests to schedule Swim Meets will be made in accordance with the procedure outlined in Section 4D, below. Once the AQUATICS PROGRAM is notified in writing that a Swim Meet has been approved by District 308, the Swim Meet will not be canceled by District 308 except in the event of an unavoidable emergency.

D. Except for the Facility Usage Schedule described in Exhibit A, the AQUATICS PROGRAM must complete and submit all applicable and appropriate Activity/Facility requests through District 308 for approval and subject to the normal facility approval priorities.

E. District 308 will invoice the AQUATICS PROGRAM for all fees established above as follows:

- 1) Annual Rental Fees – 100% on September 1 for the school year;
- 2) Event Fee – 100% within 30 days after the Swim Meet;
- 3) Event Labor Fee (custodial fees) – 100% within 30 days after the Swim Meet; and
- 4) The AQUATICS PROGRAM will remit payment for fees within 30 days of receipt of each District 308 invoice.

5. DISTRICT CONTACTS, LIAISON, AND SUPPORT PERSONNEL

A. The OEHS Athletic Director will act as the primary District 308 contact and

liaison for the AQUATICS PROGRAM. The District 308 Contact will facilitate the implementation of this Partnership Agreement and support the AQUATICS PROGRAM in all administrative activities with District 308.

- B. The OEHS Athletic Director will act as the primary day-to-day facility contact for the AQUATICS PROGRAM coaching staff. This contact will primarily involve communicating schedule changes and discussing issues directly related to the facility. Any reasonable changes to the approved AQUATICS PROGRAM schedule in effect (as described in Exhibit A) will be subject to the guidelines established in 4D above. The OEHS Athletic Director and the AQUATICS PROGRAM coaching staff will communicate to review these topics.
- C. Any disputes that may arise from implementation of this Partnership Agreement will first be discussed between the OEHS Athletic Director and the AQUATICS PROGRAM Director. If resolution to such a dispute is not reached, then the District 308 Superintendent and the Chief Financial Officer will meet with the AQUATICS PROGRAM Director to achieve a mutual understanding to resolve the dispute within the spirit of the Partnership Agreement.

6. HOLD HARMLESS AND INSURANCE

The AQUATICS PROGRAM must complete the Facility Rental Release and Indemnification Form, as amended from time to time, agreeing to defend, indemnify, and hold harmless District 308 from any claims or losses related to the Facility Usage. A copy of the current Facility Rental Release and Indemnification Form is attached as **Exhibit B**. The AQUATICS PROGRAM agrees that it shall require all of the participants in its program to show proof of medical insurance as a condition of participation. The AQUATICS PROGRAM shall obtain a signed Waiver of Liability and Indemnification Form, as amended from time to time, from each program participant or their parent if the participant is under 18 years of age. A copy of the Waiver of Liability and Indemnification Form is attached as **Exhibit C**.

Further, the AQUATICS PROGRAM agrees that it shall keep in full force and effect an insurance policy naming District 308 as an additional insured with the minimum liability coverage being \$2,000,000.00 for each occurrence / \$4,000,000.00 aggregate; \$100,000.00 for damage to property. The parties acknowledge that the AQUATICS PROGRAM insurance is provided through USA Swimming and that if the limits of insurance coverage offered by USA Swimming change from time to time, the insurance limits set forth above shall be adjusted to reflect such changed amounts. Prior to December 31 of each year of this Agreement, the AQUATICS PROGRAM shall provide the District 308 Chief Financial Officer a certificate of insurance, showing that the policy is fully paid, and in full force and effect, and showing the District is an additional insured.

7. FORCE MAJEURE.

Neither party shall be liable for any delay, failure or inability to perform its

obligations under this Partnership Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons. If the delay, failure or inability to perform by District 308 continues for more than 30 calendar days, the AQUATICS PROGRAM shall have the right to i) immediately cease payments until such time as District 308 can perform its obligations under this Agreement, or ii) immediately terminate the Agreement. If the delay, failure or inability to perform by the AQUATICS PROGRAM continues for more than 30 calendar days, District 308 shall have the right to i) immediately terminate the Agreement.

8. TERMS OF FACILITY USAGE

- A. The AQUATICS PROGRAM will ensure compliance with District 308's Student Code of Conduct and applicable Board of Education Policies. Any illegal behavior will be referred to proper authorities for appropriate legal action. This Agreement may be terminated immediately by District 308 if the AQUATICS PROGRAM REFUSES fails to comply with these provisions.
- B. All activities of the AQUATICS PROGRAM must at all times be under the supervision of competent adults who would be eligible to coach within District 308's Co-Op High School Swimming Program.
- C. The AQUATICS PROGRAM shall abide by all reasonable requests of the Oswego East High School building principal, athletic director, or designee.
- D. The AQUATICS PROGRAM shall comply with all terms and conditions contained in the TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES, attached as **Exhibit D**. The terms of this Partnership Agreement control in the event of any conflict between the terms of this Agreement and the TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES.

9. NOTICE

All notices under this Partnership Agreement shall be made in writing and shall be deemed to have been given if personally delivered during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to

If to District 308: Oswego Community Unit School District 308
4175 Route 71
Oswego, IL 60543
Attn: Chief Financial Officer
Email: _____

If to AQUATICS PROGRAM: _____ Name of Entity

Address

Attn: Name

Email: _____

10. PARTNERSHIP AGREEMENT REVIEW

The District and the AQUATICS PROGRAM will review this Partnership

Agreement annually (mid-March) to ensure that:

- A. The AQUATICS PROGRAM is making best efforts in good faith to meet the following District objectives:
 - 1) Serve as the feeder program to the Oswego Co-Op High School swimming program by encouraging high school athletes to participate in these programs and by not promoting the AQUATICS PROGRAM as a competitive alternative;
 - 2) Serve as the District 308 community swimming program by demonstrating that a majority of the AQUATICS PROGRAM athletes are District 308 students; and
 - 3) Seek athlete balance from within District 308 by actively promoting program participation by students residing in the attendance boundaries of both district high schools.
- B. District 308 is making best efforts in good faith to meet the following AQUATICS PROGRAM objectives:
 - 1) Maintain reasonable District 308 rental fee structures;
 - 2) Maintain reasonable access to District 308 facilities in order to provide quality pool time to develop the athletic potential of all swimmers participating in the AQUATICS PROGRAM, including the scheduling of Swim Meets; and
 - 3) Promote the AQUATICS PROGRAM via the District website and through other appropriate and applicable means of communication.

This Partnership Agreement is agreed to by the duly authorized representatives of the parties as executed below:

The AQUATICS PROGRAM

By: _____

Name:

Title:

Date: _____

OSWEGO CUSD 308

By: _____

Name:

Title:

Date: _____

EXHIBIT A

Facility Usage Schedule September 1 to August 31

Oswego East High School

1. Exclusive Pool Time during School Calendar scheduled with the OEHS Athletic Director
Monday thru Friday 5:00pm to 9:30pm
Saturday 7:00am to 1:00pm (flexible around HS practice times)
(Additional times may be available during Winter/Spring Breaks upon request)

2. Exclusive Pool Time during Summer Break scheduled with the OEHS Athletic Director
Monday thru Friday 6:00am to 9:00am
 3:00pm to 8:00pm
Saturday 7:00am to 1:00pm