

**INTERGOVERNMENTAL AGREEMENT FOR THE USE OF
LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT NO. 210
TRANSPORTATION SERVICES**

This intergovernmental agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the Board of Education of Union School District No. 81 ("District 81") and the Board of Education of Lincoln-Way Community High School District No. 210 ("District 210").

WHEREAS, under the provisions of the Illinois Intergovernmental Cooperation Act, any public agency – including a public school district – is authorized to enter into an intergovernmental agreement with another public agency, whereby any power, privilege, or authority which may be exercised by a public agency may be exercised jointly with another public agency; and

WHEREAS District 210 owns/leases buses and operates those buses to provide transportation to its students; and

WHEREAS District 81 has requested that District 210 provide transportation for the students of District 81 in accordance with the provisions of Section 29-6 of the Illinois School Code as amended; and

WHEREAS it is the purpose and intent of District 81 and District 210 through this Agreement to provide for the transportation of students attending District 81 on buses owned/leased and operated by District 210,

NOW THEREFORE, in consideration of the mutual promises contained herein, which the parties by their approvals and signatures hereto agree is good and sufficient, it is agreed by District 81 and District 210 as follows:

SECTION 1. During the terms of this Agreement, District 210 will provide transportation for District 81 students for purposes relating to regular classroom attendance and school activities. District 210 shall be responsible for the provision of adequate and properly maintained vehicles, and of qualified drivers and other transportation personnel as may be necessary to provide services to District 81 under this Agreement. All vehicles and equipment shall remain solely the property of District 210.

SECTION 2. District 210 shall seek input from District 81 officials prior to making decisions relating to the transportation of District 81 students. District 81 shall promptly provide any

information requested by District 210. District 210 and District 81 further agree to the following operational terms:

- A.** District 210 will assign drivers and dispatchers to cover services for District 81. District 210 reserves the right to change driver and/or dispatcher assignments as needed to ensure high-quality and efficient operation of the entire District 210 transportation system.
- B.** While many transportation personnel that provide services to District 81 and its students may be employees of District 210, District 210 may subcontract driving and/or dispatch services if necessary to prevent interruptions in, or the reduced quality of, transportation operations.
- C.** District 81 must have and maintain written policies and procedures regarding transportation and must provide a copy to District 210 annually. Additionally, District 81 shall have a dedicated staff member to handle the transportation needs of its schools, parents, and students, and to communicate with designated District 210 personnel. All parent calls, inquiries, service change requests, et cetera, must be directed to this dedicated District 81 staff member, except for bus status calls. District 81 must have and maintain a written communication protocol for its families to follow regarding transportation-related issues and shall share this protocol with District 210 annually. Changes to routes, stops, and bus assignments will only be made after the proposed change has been determined not to have an overall negative impact on the rest of the routes under review. There should be no reference to any specific District 210 personnel in any material (e.g., website, handbook, brochure, document) produced by District 81.
- D.** To prevent unnecessary strain on the transportation system, District 210 reserves the right to impose field trip blackout days during the school year. Field trip blackout days will be communicated prior to the start of each school year.
- E.** District 210 reserves the right to change drivers or routes; to combine routes; or to do whatever may be deemed necessary on any given day, to meet its need to transport students to and from assigned schools. Any changes made on a given day will be communicated to the impacted district as soon as possible. It will be the sole responsibility of District 81 to communicate any changes to its parents and families.

- F.** Daily routes to and from school are a priority. As such, students participating in some after-school trips, sports, and extracurricular activities may not be picked up when requested. Every attempt will be made to inform District 81 when this occurs. District 210 may have one driver and/or bus provide the trip's drop-off route and another driver and/or bus provide the trip's pick-up route.
- G.** Any video and audio recorded on the buses is the property of District 210. District 210 transportation staff will provide timely retrieval of bus video for student discipline-related issues upon request by designated District 81 personnel. Illinois law declares video and audio recorded on school buses to be part of a confidential student record when used for disciplinary purposes. To this end, parents will not be allowed to view video and audio recorded on District 210 buses, unless such video or audio recordings are used for District 81 disciplinary purposes.
- H.** Video requests related to driver behavior or performance will be denied. If District 81 has a concern, or receives a complaint about a driver, the complaint should be forwarded to the District 210 Director of Transportation. District 210 administration will review the video and take corrective action as deemed necessary. Because internal personnel matters are confidential, certain outcomes may not be shared. However, District 210 administration will provide timely feedback to District 81 regarding a general resolution. District 81 reserves the right to request District 210 to remove drivers and/or dispatchers from their District 81 assignment with cause.
- I.** Routes will be constructed to keep buses from using dead-end streets or cul-de-sacs. Students will be transported to school from one location/bus stop and from school to one location/bus stop. These pick-up and drop-off locations must be consistent on a daily basis.

SECTION 3. For said transportation services, District 81 agrees to pay District 210 the actual costs incurred by District 210 for providing said transportation services, plus an administrative fee. This administrative fee will be a percentage of actual cost, and this percentage will be determined annually and equal to the restricted indirect cost rate calculated and reported as part of the most recent District 210 annual financial report ("AFR"). This rate will likely be two fiscal years in arrears.

Example:

Estimated billing for the 2023-2024 school year (i.e., fiscal year 2024) will be provided by District 210 to District 81 in July of 2023. At that time, the most recent District 210 AFR will be from fiscal year 2022. The restricted indirect cost calculation provided on page 41 of that document was 2.47%.

District 210 shall determine the total costs for its entire transportation system during the terms hereof including, but not limited to, salaries, benefits paid to bus drivers and other transportation employees, insurance, fuel, oil, depreciation, vehicle maintenance and repair, the cost of any state- or federally-mandated retrofitting of vehicles, and any other transportation-related costs. District 210 shall then allocate a portion of those costs to District 81 based upon (a) vehicle miles driven for transporting all students, and (b) the number of drivers and buses assigned to District 81. District 210 shall maintain accurate records of all operating costs, salary costs, and other costs, as well as allocation calculations between District 210 and District 81 in the manner herein, and shall provide copies of such records and calculations of costs to District 81 upon request and not later than in accordance with the timelines otherwise provided under the Freedom of Information Act (5 ILCS 140/1).

SECTION 4. For services to be provided pursuant to the terms hereof, payments shall be made by District 81 to District 210 in the following manner:

- A.** Beginning August 15, 2023 and continuing on the 15th day of each consecutive calendar month thereafter to and including May 15, District 81 shall make ten (10) equal monthly payments based on the estimated budgeted cost for transportation services. District 210 shall provide this estimated cost and corresponding calculations by no later than July 15 of each year.
- B.** By no later than February 2, 2024, District 210 shall provide District 81 with a mid-year accounting report showing the actual costs of transportation services provided to District 81 for July 1 to December 31, including an updated estimated payment amount and the corresponding calculations determining such costs.
- C.** By no later than July 3, 2024, District 210 shall provide District 81 with a final accounting report showing the actual costs of the transportation services provided to District 81 for fiscal year 2024, and the calculations determining such costs. Such accounting reports

shall itemize expenditures by type and amount, and the reports shall further express those expenditures as a percentage of District 210's total expenditures in each category.

- D.** District 81 shall make a final payment within thirty (30) days after receipt of the final accounting report. In the event actual costs are less than the total payments, the difference shall be refunded by District 210 to District 81 within thirty (30) days.
- E.** After the mid-year report, officials from District 81 and District 210 shall determine the payment amount for transportation services in subsequent contract years in the same fashion as is provided in Subsections A through C of this Section.

SECTION 5. This Agreement shall be in effect from July 1, 2023, through June 30, 2024. No extension, change, modification, or amendment shall have any force or effect unless it shall be in writing and signed by the parties hereto. If either District intends not to renew this Agreement, notice shall be provided to the other party on or before December 1, 2023.

SECTION 6. District 81 shall indemnify, defend, and hold harmless District 210, the members of the District 210 Board of Education, and all District 210 employees, from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses – including, but not limited to, reasonable attorneys' fees and costs – that arise as a result, in whole or in part, through the fault, negligence, intentional acts or omissions of District 81 or District 81 employees in the transportation of District 81 students provided under this Agreement. District 210 shall indemnify, defend, and hold harmless District 81, the members of the District 81 Board of Education, and all District 81 employees, from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses – including, but not limited to, reasonable attorneys' fees and costs – that arise as a result, in whole or in part, through the fault, negligence, intentional acts or omissions of District 210 or District 210 employees in the transportation of District 81 students provided under this Agreement.

SECTION 7. During the term of this Agreement District 210 shall keep in force the following insurance covering the transportation operations provided under this Agreement:

- Commercial General Liability insurance, insuring against all liability of District 210 related to this Agreement, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- Automobile Liability Insurance with a combined single limit of \$1,000,000;

- **Workers' Compensation Insurance** covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit; and
- **Umbrella or Excess Liability insurance** providing follow form coverage to the underlying coverages with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate.

The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The Commercial General Liability and Automobile Liability insurance policies shall name District 81, its Board, Board members, employees, agents, and successors as an additional insured. District 210 shall provide District 81 with certificates of insurance reasonably acceptable to District 81 evidencing the existence of the coverage described above. As a condition precedent to the obligation of District 210 to perform under this Agreement, District 81 shall provide the following insurance:

- **Commercial General Liability insurance**, insuring against all liability of District 81 related to this Agreement, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- **Workers' Compensation Insurance** covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit; and
- **Umbrella or Excess Liability insurance** providing follow form coverage to the underlying coverages with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate.

The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The Commercial General Liability and Automobile Liability insurance policies shall name District 210, its Board, Board members, employees, agents, and successors as

an additional insured. District 81 shall provide District 210 with certificates of insurance reasonably acceptable to District 210 evidencing the existence of the coverage described above.

SECTION 8. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year written below. If the two dates written below are different, the Agreement is considered in effect as of the later date – i.e., once both parties have signed.

Board of Education of Union
School District No. 81, Will County,
Illinois

Board of Education of Lincoln-Way Comm.
High School District No. 210, Will County,
Illinois

Signed:

Signed:

President, Board of Education

President, Board of Education

Attest:

Attest:

Secretary, Board of Education

Secretary, Board of Education

Date: _____

Date: _____

Lincoln-Way Community High School District 210
BOARD OF EDUCATION COVER MEMO

SUBJECT: **Transportation Services Intergovernmental Agreements,
Manhattan SD 114 & Union SD 81**

FROM: Michael J. Duback, CSBO
Assistant Superintendent of Business Services

DATE: Thursday, January 19, 2023

BOARD GOAL: N/A

Background:

For many years, District 210 has maintained intergovernmental agreements (“IGAs”) with several area elementary school districts to provide transportation services. For elementary districts feeding into the Lincoln-Way High Schools, this is a fiscally responsible partnership for families and taxpayers.

The District 210 Board of Education has approved multiple IGAs with staggered expiration dates to better align with the district’s historical bus leasing cycles:

<u>District</u>	<u>Expiration</u>
Manhattan 114	6/30/2023
Union 81	6/30/2023
Frankfort 157-C	6/30/2024
Summit Hill 161	6/30/2026
New Lenox 122	6/30/2027

Overview:

The current intergovernmental agreements with Manhattan 114 and Union 81 expire at the conclusion of this fiscal year. Both districts have expressed a mutual interest in continuing the partnership at this time. The intergovernmental agreements linked below would extend those services. Important changes to the proposed agreements are:

1. At this time, approving annual IGAs (rather than 5-year agreements as done in the past) allows both districts the flexibility to evaluate alternative transportation solutions if desired. Additionally, significantly higher pricing in the vehicle industry has made extensions of current bus leases preferable over new, 5-year leases; annual IGAs allow flexibility to realign districts with lease cycles if or when the vehicle market settles. The duration of each agreement has been updated accordingly.

2. Labor shortages continue to impact transportation services. Rolling blackouts were implemented in the fall of 2022 due to emergency need. Expiring IGAs require that all bus drivers be directly employed by District 210. That requirement has been removed in the proposed IGAs, allowing District 210 and Lincoln-Way Transportation to subcontract portions of its transportation services if necessary to prevent blackouts from occurring in the future.

3. While other language revisions have been made, there are no other material changes.

[Proposed One-Year Transportation Services IGA, Manhattan SD 114](#)

[Proposed One-Year Transportation Services IGA, Union SD 81](#)

Fiscal Impact:

District 210 will charge fees to District 114 and District 81 equal to their respective proportional share of all direct transportation-related costs, plus an annual administrative fee equal to the indirect cost rate listed in the most recent District 210 annual financial report.