

TRANSPORTATION AGREEMENT

This Transportation Agreement (hereinafter referred to as "Agreement") entered into this **17th day of January 2019** by and between the Board of Education of Union School District 81 (hereinafter referred to a "District 81") and the Board of Education of Lincoln-Way Community High School District 210 (hereinafter referred to as "District 210").

WHEREAS, under the provision of the Intergovernmental Cooperation Act, any public agency (including a 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 and operates buses and provides 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 by buses owned 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 I. During the contract terms, District 210 will provide transportation for District 81 students for purposes relating to regular classroom attendances 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 maybe necessary to provide services for District 81 under this Agreement. All vehicles and equipment shall remain solely the property of District 210.

SECTION II. 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 agree to the following operational terms:

1. All transportation personnel providing services to District 81 are employees of District 210. District 210 will assign drivers and dispatchers to cover services for District 81. District 210 reserves the right to change driver/dispatcher assignments as needed to ensure high quality and efficient operation of the entire District 210 transportation system.
2. District 81 must have written policies and procedures regarding transportation and provide a copy to District 210 annually. In addition, District 81 shall have a dedicated staff member to handle the transportation needs of its schools, parents, and students, and communicate with designated District 210 personnel. All parent calls, inquiries, service change requests, etc. must go through District 81 dedicated

staff member, except for bus status calls. District 81 must have a written communication protocol for its families to follow for transportation-related issues and shall share the 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 District 81 produced material (website, handbook, brochure, document, etc.).

3. To prevent unnecessary strain on the transportation system, District 210 reserves the right to impose fieldtrip black out day(s) in the school year. Field trip blackout days will be communicated prior to the start of each school year.
4. District 210 reserves the right to change drivers or routes, to combine routes, or to do whatever is necessary on any given day to meet its need to transport students to and from assigned schools. Any changes made on any given day will be communicated to the impacted district as soon as possible. It will be solely the responsibility of District 81 to communicate any changes to their parents and families.
5. Daily routes to and from school are a priority. As such, some after school trips, extra-curricular sports and activities, may not get picked-up when requested. Every attempt will be made to inform District 81 when this occurs. District 210 may have one driver/bus provide the trip drop off and another driver/bus provide the trip pick up.
6. 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 confidential student records when used for disciplinary purposes. As such, video and audio recorded on District 210 buses is not allowed to be viewed by parents unless such video or audio recordings are used for District 81 disciplinary purposes.

7. Since all drivers are District 210 employees, any 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 District 210 Director of Transportation. District 210 administration will review the video and take corrective action as deemed necessary. District 210 administration will provide timely feedback to District 81 on how the complaint was resolved. District 81 reserves the right to request District 210 to remove drivers and/or dispatchers from their District 81 assignment with cause.
8. 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 III. 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 of 2.74% of actual cost. District 210 shall determine the total costs 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, and the cost of any state or federally mandated retrofitting of

vehicles (being the total operating costs incurred by District 210 to transport its students as well as students of District 81) and shall allocate a portion thereof to District 81 based upon:

1. Vehicle miles driven for transporting all students.
2. Number of drivers and buses assigned to District 81.

District 210 shall maintain accurate records of all operating costs and salary costs, and determination and allocation by it of all such costs 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 IV. For services to be provided pursuant to the terms hereof, payments shall be made by District 81 to District 210 in the following manner:

1. Beginning August 15 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 the calculations determining such costs, by no later than July 15 of each year.
2. By no later than February 28 of each contract year, 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, with an updated estimated payment amount and the calculations determining such costs.

3. By no later than July 31 of each year District 210 shall provide District 81 with a final accounting report showing the actual costs of the transportation services provided to District 81 for the prior fiscal year and the calculations determining such costs. Such accounting reports shall itemize expenditures by type and amount and shall further express those expenditures as a percentage of District 210's total expenditures in each category.
4. District 81 shall make a final payment within thirty (30) days after receipt of District 210 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.
5. 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 fashion as is provided in subsections 1 through 3 of this section.

SECTION V. This Agreement shall be in effect for the period commencing July 1, 2019 through June 30, 2023. 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, they shall give the other party notice by December 1, 2022.

SECTION VI. District 81 shall indemnify, defend and hold harmless District 210, and its board members and 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, and its board members and 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. District 210 shall keep in force throughout the terms of this Agreement comprehensive general liability insurance covering the transportation operations provided under this Agreement, in an amount not less than \$5,000,000.00. District 210 shall provide a Certificate of Insurance to District 81 naming the Board of Education of Union School District 81, and its board members agents and employees, as additional insureds under such policy, and said Certificate shall provide for no less than thirty (30) days' prior notice of cancellation to District 81. The insurance policy shall be an occurrence basis policy. As a condition precedent to the obligation of District 210 to perform under this Agreement, District 81 shall provide proof of insurance for such coverages and in such amounts that are acceptable to District 210, but in no event greater than the foregoing requirements applicable to District 210. District 81 shall provide a Certificate of Insurance to District 210 naming the Board of Education of Lincolnway High School District 210, and its board members agents and employees, as additional insureds under such policy, and said Certificate shall provide for no less than thirty (30) days' prior notice of cancellation to District 210.

SECTION VII. 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.

Board of Education of Union
School District 81, Will County,
Illinois

Board of Education of Lincoln-Way High
School District 210, Will County, Illinois

President, Board of Education

President, Board of Education

Attest: _____
Secretary, Board of Education

Attest: _____
Secretary, Board of Education

Date: _____

Date: _____