

## SPECIAL TRANSPORTATION SERVICES AGREEMENT

This Agreement is entered into on the date last written below by and between the **Board of Education of Warren Township High School District No. 121**, Lake County, Illinois (“District 121”), and the **Board of Education of Millburn School District No. 24**, Lake County, Illinois (“District 24”), collectively referred to herein as “the Parties.”

### WITNESSETH

**WHEREAS**, the Constitution of Illinois of 1970, Article VII, Section 10; the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and Section 10-20.21 of the Illinois *School Code*, 105 ILCS 5/10-20.21, authorize school districts to contract with one another to provide for and promote the joint interests and material benefits that each may provide; and

**WHEREAS**, the Parties currently utilize taxi services for transportation routes for certain students placed in private facilities or alternative schools and certain homeless students; and

**WHEREAS**, the Parties believe they and the students riding such routes could be better and more efficiently served by the Parties consolidating resources and providing such routes pursuant to this Agreement; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
2. **Term.** This Agreement is effective from August 13, 2013, and continues in force and effect through the end of the 2013-2014 school year unless mutually terminated prior thereto, and for the period thereafter as may be extended in writing by the Parties.
3. **Transportation Services.** District 121 will transport certain District 24 students placed in private facilities or alternative schools and certain homeless students enrolled in District 24 in accordance with the terms described herein.
4. **Provision of Vehicles, Equipment, and Storage Facilities.** District 121 will procure all vehicles and equipment necessary to provide the student transportation services set forth herein and all facilities necessary to house such vehicles. Costs associated with procuring such vehicles and facilities will be shared by the Parties as set forth in Paragraph 12 of this Agreement.

5. **Routes and Schedules.** District 121 will design the routes and schedules required for its students, consulting with District 24 as appropriate to minimize duplication of routes, and must notify District 24 of such routes and schedules. In the event District 24 requires a change in a route or a schedule, District 24 must notify District 121 sufficiently in advance to enable District 121 to make the requested change. Any costs associated with District 24's failure to provide timely notice of a change will be solely the responsibility of District 24.

6. **Additional Routes.** Any routes that District 24 wishes District 121 to operate, other than the regular routes established pursuant to Paragraph 5 above, must be requested by District 24 in writing sufficiently in advance to enable District 121 to consider the request. Such routes are subject to approval by District 121, and any costs associated with such additional routes will be solely the responsibility of District 24.

7. **Special Conditions of Operation.** In light of the unique placement and/or transportation needs of students being transported pursuant to this Agreement, District 121 shall take reasonable efforts to comply with the following:

- a. **Drop-Off to Daycare/Babysitter.** Students may be delivered to a daycare provider or babysitter, provided such drop-off is authorized in writing by the parents and is within District 24's attendance area.
- b. **Aides.** Aides will be provided for those students who have a bus aide identified as a related service on their Individual Education Plan (IEP).
- c. **Seatbelts.** Seatbelts will be provided for all students.
- d. **Special Education.** Students receiving special education and related services cannot be left alone without prior permission and may only be released to a parent/guardian or other responsible adult. There are times when no one is home to receive the child on the first attempt to deliver. Procedures will be established between the District 24 and District 121 for dealing with these situations.
- e. **Length of Routes.** Routes are not to be scheduled to exceed 60 minutes at any time unless the IEP team has determined that the needs of the student can best be met in a placement where the established route schedule exceeds 60 minutes. This length shall be measured from the time of the first pickup to the time of deposit or if on the return run, from the school to the last deposit.

8. **Early Dismissals and Emergency Closings.** Occasionally, District 24 will schedule early student dismissals or will be required to close school on an emergency basis. For affected students, route schedules will be adjusted accordingly by mutual agreement of Districts

50, 56 and District 121. Any additional costs associated with transporting students in these circumstances will be solely the responsibility of District 24. In the event of an emergency closing for the entire school day by District 24, the District 24 Superintendent or designee shall notify Tina Delabre, District 121 Director of Transportation by 5:30 AM of such closing. In the event Mrs. Delabre believes District 121's vehicles are unable to safely operate due to a weather emergency, she shall notify the District 24 representative of this fact by 5:30 AM.

9. **Parental Communications.** District 24 will communicate with parents regarding routes and services and serve as the primary point of contact for parental complaints. District 121 will reasonably assist District 24 in providing appropriate information to parents and in responding to parental complaints.

10. **Employees.** All coordinator(s), drivers, aides, maintenance workers, and other employees performing services under this Agreement will be employed by District 121 or its contractor(s), but will not be deemed employees of District 24. District 24 may provide input to District 121 regarding the hiring, assignment, evaluation, discipline, and termination of any such employee, but in all instances, District 121 has the ultimate discretion and will take any employment action it deems appropriate. Costs associated with such employees will be shared by the Parties as set forth in Paragraph 12 of this Agreement.

11. **Student Discipline.** All disciplinary matters related to District 24 students shall be governed by District 24's Board policies. District 24 must provide District 121 with copies of all relevant policies, and District 121 will provide such policies to any of its employees involved in transporting District 24 students. District 121 will promptly report to District 24 any incidents potentially requiring student discipline or involving any student injury, and District 121 will make its relevant employees reasonably available to assist District 24 in any student disciplinary action.

12. **Costs.** It is understood by the Parties that District 121 is entering into this Agreement with District 24 and is also entering into a similar agreement with the Board of Education of Woodland School District 50, and Gurnee District 56. An example of the estimated costs for District 121's transportation of all four districts' students placed in private facilities or alternative schools and all four districts' homeless students, which outlines the expenses that will be shared by the four districts in the three separate agreements, is attached hereto as Exhibit A and incorporated herein by reference. District 121 will determine District 24's costs for services under this Agreement and will send a monthly invoice. District 24 will pay the invoice in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

13. **Termination.** This Agreement may be terminated during its term:

- a. Immediately, by mutual agreement set forth in writing by the Parties' respective Superintendents or Boards of Education;

- b. For material breach, if the other Party is notified in writing of a default and fails to cure within seven (7) calendar days of receipt of such notice;
- c. Immediately by either Party, in the event a court, administrative body, or arbitrator hands down a decision or legislation is passed that affects this Agreement or impairs the terminating Party's ability to perform its obligations under this Agreement;
- d. For any reason, upon 90 days' written notice by either Party.

In the event of termination by either Party, District 24 will be refunded its pro-rata annual payment, on a per-diem basis, for services not actually rendered by District 121, less any costs required for District 121 to liquidate vehicles, equipment, or facilities used to transport District 24 students and any run-out costs associated with District 121's honorable dismissal of transportation employees who provided services to District 24 students. In the event the costs related to District 121's liquidation of vehicles, equipment, or facilities or District 121's honorable dismissal of employees exceed District 24's pro-rata refund, District 24 shall pay such additional costs within 30 days of being invoiced for such costs by District 121.

14. **Insurance.** District 24, at its sole cost and expense, shall provide and maintain, through insurance companies licensed by the State of Illinois, insurance coverage of the following types and in the following amounts, each naming District 121, the District 121 Board of Education, and District 121's individual Board members, officers, employees, volunteers, representatives, agents, successors, and assigns as additional insureds:

- a. Automobile liability insurance covering all vehicles used in the performance of this Agreement. The amounts of such coverage will be as follows:

Bodily Injury Liability	\$20,000,000
Property Damage Liability	\$500,000
Uninsured Motorist Coverage	State Requirement
Blanket Excess Coverage	\$10,000,000

- b. Public liability and property damage insurance coverage throughout the entire term of the Agreement as follows:

General Public Liability Damage Insurance covering all operations in connection with the performance of this agreement. All policies shall be written by a company duly licensed and authorized to

write such coverage in the State of Illinois (A.M. Best A+) and shall provide the following (A.M. Best A+) coverage:

**BASIC UNDERLYING LIMITS**

Bodily Injury:	\$1,000,000 per person
	\$1,000,000 per accident
Property Damage:	\$500,000 per accident

**SECONDARY BLANKET**

**UMBRELLA COVERAGE: \$10,000,000**

- c. Worker's compensation insurance covering all operations in connection with the performance of this Agreement as required by law.

All policies of insurance shall carry an endorsement to the effect that they cannot be modified, cancelled, or fail renewal without at least thirty (30) days written notice to District 121 by certified or registered mail.

No policy shall reserve or permit any right of subrogation against District 121, the District 121 Board of Education, and District 121's individual Board members, officers, employees, volunteers, representatives, agents, successors, and assigns.

District 24 shall provide District 121 with certified copies of such insurance policies and Certificates of Insurance evidencing its coverage as required herein.

15. **Indemnification.** District 24 agrees to indemnify, hold harmless, and defend District 121, the District 121 Board of Education, and District 121's individual Board members, officers, employees, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments, losses, costs, expenses, and attorney's fees in any manner arising from, related to, or connected with the maintenance or operation of vehicles for District 56 students or the provision of transportation services to District 24 students under this Agreement. District 24's insurance policy required under this contract shall specifically cover District 24's indemnification obligations described herein. The indemnifications requirements of this Paragraph 15 shall survive termination or expiration of this Agreement.

16. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient if it is in writing and delivered personally, via email, via overnight delivery service, or via certified mail with return receipt, to the following:

**To District 121:**  
Mrs. Carol Rogers  
Assistant Superintendent for Business Services  
Warren Township High School District 121  
34090 Almond Road  
Gurnee, IL 60031

**To District 24:**  
Dr. Stephen Johns  
Business Manager  
Millburn School District #24  
18550 W. Millburn Road  
Wadsworth, IL 60083

17. **Miscellaneous.**

- a. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.
- b. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.
- c. **Severability.** In the event any provision or portion of this Agreement is declared unlawful or unconstitutional, or the applicability thereof to either Party is held invalid by a court of law, the constitutionality, applicability, or validity of the remainder of this Agreement shall not be affected thereby.
- d. **Governing Law.** This Agreement is to be construed pursuant to the laws of the State of Illinois, and venue for any dispute regarding this Agreement shall be in the Lake County Circuit Court.
- e. **No Assignment.** This Agreement may not be assigned or any part of the same sub-contracted without the written consent of the other Party.
- f. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- g. **Headings and Numbers.** Paragraph numbers and headings have been inserted for convenience of reference only, and in the event of any conflict between such headings or numbers and the text of this Agreement, the text shall control.

- h. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is considered an original, and all of which taken together are considered one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have approved and executed two (2) copies of this Agreement on the date(s) indicated below.

**Board of Education of Warren  
Township High School District No. 121,  
Lake County, Illinois**

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**Attest**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**Board of Education of Milburn School  
District No. 24, Lake County, Illinois**

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**Attest**

By: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**EXHIBIT A**

**EXAMPLE OF ESTIMATED COSTS**

**See attached**



**Joint Transportation Service for Private Facility, Homeless, and Alternative School Placements  
 Gurnee 56, Warren 121 and Woodland 50  
 Prepared December 28, 2011  
 Estimated Costs**

	<b>One-time Costs</b>	<b>Annual Cost</b>
<b>Expenses:</b>		
<b>Vehicles</b>		
11 7-passenger Chrysler Town and Country Vans - fully equipped (non-wheel chair accessible) - 5 year depreciation	\$ 341,000	\$ 68,200
Annual Maintenance excluding fuel		\$ 22,000
Fuel at 17 mpg (\$3.30 per gallon)		\$ 32,000
Radios	\$ 15,000	\$ 3,000
Licensing		\$ 400
<b>Employees</b>		
Coordinator	1	\$ 50,000
12 Drivers (\$15 per hour, 7 hours per day, 200 days)	12	\$ 252,000
5 Aides (\$13 per hour, 7 hours per day, 200 days)	5	\$ 91,000
Benefits:		
Insurance (new plan)	18	\$ 117,000
FICA, Medicare		\$ 22,205
IMRF		\$ 51,090
Workers Compensation (\$12.20 per thousand) or per hundred????		\$ 4,795
Cell phones for Coordinator		\$ 1,200
Fingerprinting		\$ 900
Drug Tests		\$ 900
Physicals		\$ 3,600
Licensing		\$ 180
<b>Building and Site Maintenance</b>		
Gas, Electric (\$1.10 per square foot)		\$ 16,500
Property Casualty Insurance		\$ 25,000
<b>Total Costs</b>		<b>\$ 761,969</b>
Insurance (.001067 per \$1 insured)		
Current cost all districts		\$ 900,000
Annual Savings		<u>\$ 138,031</u>
Percental savings		15%