

**INTERGOVERNMENTAL AGREEMENT FOR THE
UTILIZATION OF SHARED TRANSPORTATION SERVICES**

THIS AGREEMENT is made and entered into on the last date set forth below by and between the Board of Education of Forest Park School District 91 (“District 91”) and the Board of Education of River Forest Public Schools District 90 (“District 90”). District 91 and District 90 may hereafter be collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract or otherwise associate among themselves, and to exercise, combine, or transfer any power or functioning not prohibited by law;

WHEREAS, the *Illinois Intergovernmental Cooperation Act*, 5 ILCS 220/1 et seq. provides that any power or powers, privileges, or authority exercised or which may be exercised by a public agency of the State may be exercised jointly with any other public agency of the State; **WHEREAS**, District 91 and District 90 wish to realize the educational and cost benefits of a shared transportation program for certain of their special education students who presently attend Soaring Eagle Academy in Lombard, Illinois; and

WHEREAS, District 91 and District 90 believe that the utilization of such a shared transportation program is in the best interests of the constituents of their respective Districts.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements as hereinafter set forth, the Parties agree as follows:

Section 1. Term and Termination

- A. This Agreement will commence on the date of the final (of the two) board’s approval and extend through June 30, 2019. Thereafter, it will automatically renew for successive 12-month terms, effective each July 1st (starting with July 1, 2019) through the following June 30th, unless terminated by the Parties in accordance with this Section 1.

- B. Either Party may terminate this Agreement with or without cause upon seven (7) calendar days' written notice to the other Party. Said written notice is to be served as follows:

To District 91:

Superintendent
Forest Park School District 91
424 Des Plaines Avenue
Forest Park, IL 60130

To District 90:

Superintendent
River Forest Public Schools District 90
7776 West Lake Street
River Forest, IL 60305

Section 2. Transportation Services

- A. During the term of this Agreement, District 91 will transport those District 90 special education students who have been specifically assigned by District 90 to an exclusive bus route operated by District 91 for special education students who attend Soaring Eagle Academy in Lombard, Illinois. District 91 will transport such District 90 students to and from Soaring Eagle Academy (door-to-door service) on all school days when: (1) classes are in session and students are expected to be present at District 91's schools; and (2) at least one District 91 student will be transported to Soaring Eagle Academy. In the event transportation will not be provided to District 90 student(s) because one or both of these conditions is not met, District 91 will communicate this fact as soon as reasonably possible to District 90, which shall then communicate this fact to its student(s)' parents/guardians and be solely responsible for its student(s)' transportation to Soaring Eagle Academy on that day.
- B. Should any District 90 student(s) need a 1-to-1 aide while being transported under the terms of this Agreement, in addition to those currently provided by District 91 pursuant to this agreement or any aides that District 91 must hire in the future to serve its own students, District 90 shall be solely responsible for hiring and employing such aide(s).
- C. The Parties agree that in performing this Agreement, the Parties are acting in their individual governmental capacities, and not as an agent, servant, partner, or employee of the other district. District 91 will have control over the services to be performed pursuant to this Agreement and shall be solely responsible to pay any federal, state or local taxes, salaries, social security payments, and any and all other payments that it incurs in the performance of this Agreement. District 91 shall perform all necessary legal requirements pertaining to the employment of its employees. The Parties have no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other district. District 91 shall at all times have sole control over the manner, means, and methods of performance of the services under this Agreement according to District 91's own independent professional judgment. District

91 shall not be considered a joint employer for purposes of the *Fair Labor Standards Act* (FLSA).

Section 3. Payments

- A. District 90 shall assign, transfer and/or pay to District 91 all transportation reimbursement amounts that District 90 receives or is entitled to receive from the State of Illinois for all District 90 students transported under the terms of this Agreement. District 90 shall have no other duty to compensate District 91 for any services or equipment under this Agreement.

Section 4. Indemnification

- A. District 90 shall protect, defend, indemnify and hold harmless District 91, its Board members, officers and employees, from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees, for injuries to persons or damage or destruction of property to the extent caused by the negligent, willful or other wrongful acts or omissions of District 90 or its employees, contractors or agents.
- B. District 91 shall protect, defend, indemnify and hold harmless District 90, its Board members, officers and employees, from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorney's fees, for injuries to persons or damage or destruction of property to the extent caused by the negligent, willful or other wrongful acts or omissions of District 91 or its employees, contractors or agents.

Section 5. Insurance

The Parties shall add the other respective party as an additional primary insured, by endorsement, on a non-contributing basis to their respective Commercial General Liability, Automobile Liability, Workers' Compensation and Umbrella Excess policies. The Commercial General Liability policy shall by endorsement provide broad form contractual liability coverage, including the indemnity obligations provided in this Agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to the to the other school district prior to any termination, cancellation or material amendment to that policy. Upon execution of this Agreement and on an annual basis thereafter during the term of this Agreement or any extension thereof, the Parties shall exchange certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<u>Type of Coverage</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000

Automobile Liability	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Sexual Abuse and Misconduct	\$1,000,000

Section 6. Confidentiality of Student Records

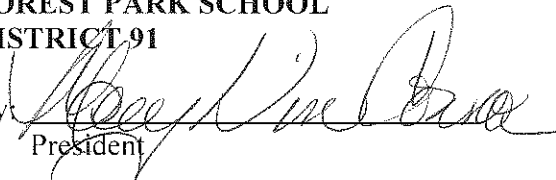
- A. The Parties shall, to the extent one may come into contact with or has, in any manner, control or custody of the other's students' school records, be subject to and abide by the confidentiality and disclosure provisions set forth in the *Illinois School Student Records Act*, 105 ILCS 10/1 et seq. and the *Family Educational Rights and Privacy Act of 1974*, as amended, 20 U.S.C.1232(g) and their supporting regulations, as well as the Parties' respective Board policies, with respect to such records.

Section 7. Miscellaneous Provisions

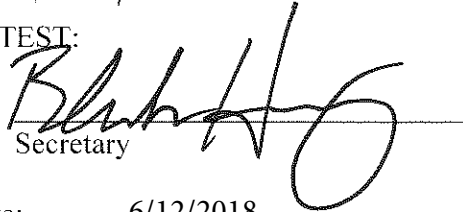
- A. This Agreement contains all terms and conditions for the shared transportation services. This Agreement may only be modified through a written instrument signed by both Parties.
- B. Neither District may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other District.
- C. It is understood that decisions regarding student disciplinary problems will rest solely with the Administration, Superintendent and/or Board of Education of the District in which the student resides. The drivers are responsible only for discipline required to operate the bus; beyond this point, the driver should ask for staff assistance and/or intervention. Further administrative procedures and regulations will be established as needed cooperatively between the Districts.
- D. This Agreement shall be construed in accordance with the laws of the State of Illinois. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

[CONTINUED ON NEXT PAGE]

**BOARD OF EDUCATION OF
FOREST PARK SCHOOL
DISTRICT 91**

By: 
President

ATTEST:

By: 
Secretary

Date: 6/12/2018

**BOARD OF EDUCATION OF
RIVER FOREST PUBLIC
SCHOOLS DISTRICT 90**

By: _____
President

ATTEST:

By: _____
Secretary

Date: _____