

**AGREEMENT BETWEEN
DUNLAP COMMUNITY UNIT SCHOOL DISTRICT NO. 323
AND FUN N FIT PRESCHOOL
FOR TRANSPORTATION SERVICES**

WHEREAS, Dunlap Community Unit School District (“District 323”) is a school district organized pursuant to Chapter 105 of the Illinois Compiled Statutes; and

WHEREAS, Fun N Fit Preschool (“Fun N Fit”) is a private daycare facility; and

WHEREAS, District 323 is able to make efficient and effective use of its existing equipment and personnel and desires to provide for certain transportation services to Fun N Fit; and

WHEREAS, Fun N Fit desires to contract with District 323 for certain transportation services for after school daycare services; and

WHEREAS, it is in the best interests of both District 323 and Fun N Fit to enter into a transportation agreement for the provision of bus services for Fun N Fit aftercare students as described herein; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Request for Transportation Services.** District 323 shall provide transportation services to Fun N Fit for aftercare services during the regular school year on student attendance days according to the District 323 school calendar on a daily basis.
2. **Fee.** In consideration of the above-described provision of services, Fun N Fit shall pay to District 323 a flat trip fee of \$2,478 per Dunlap elementary school to Fun N Fit for only afternoon or only morning transportation. Fun N Fit shall pay to District 323 a flat trip fee of \$4,956 per Dunlap elementary school to Fun N Fit for both Morning and Afternoon transportation. The first half the total amount will be due on September 30, 2024 and the second half of the total amount due on March 31, 2025. If this agreement is terminated prior to the end of the 2024-2025 school year, District 323 shall refund to Fun N Fit on a pro-rata basis the unused portion of the fee paid by Fun N Fit to District 323. on a pro-rata basis, the unused portion of the fee paid by Fun N Fit to District 323.
3. **Equipment and Personnel.** District 323 shall furnish a properly equipped school bus and driving personnel sufficient to fulfill its obligations under this Agreement.

4. **Transportation Policies and Procedures.** District 323 reserves the right to refuse service to any rider based upon a safety risk or rules violation.
5. **Severe Weather.** In the event of severe weather conditions, District 323 and Fun N Fit shall make a joint decision with respect to the transportation of students. However, any decision by District 323 to cancel school for the day for District 323 students shall be at the sole discretion of District 323.
6. **Routing and Scheduling.** Routing and scheduling shall be at the discretion of District 323. District 323 shall not be held responsible for being late or for being unable to provide a bus and a driver due to unforeseen circumstances.
7. **Insurance.** District 323 shall obtain, at its own expense, and agrees to—continue in force during the life of this contract worker’s compensation and—comprehensive general liability insurance. General liability policies shall identify Fun N Fit as an additional insured. Fun N Fit shall obtain, at its own expense, and agrees to continue in force during the life of this contract worker’s compensation and comprehensive general liability insurance. Such policies shall identify District 323 as an additional insured.
8. **Term.** This contract shall continue through the 2023-2024 school year and may be extended by the mutual agreement of the parties. Either party may terminate this agreement upon thirty (30) days’ notice to the other party.
9. **Indemnification of Fun N Fit.** District 323 shall protect, indemnify, save and keep harmless Fun N Fit and its agents, employees, and officers against and from all damages, suits, liability claims, loss, cost, or expense (including court costs and attorney’s fees) arising out of or from any of the following:
 - A. Any accident or other occurrence arising in connection with the operation, maintenance, or use of the bus by District 323;
 - B. Any act or omission of District 323 or its employees, agents, suppliers or officers during the aftercare trip;
 - C. Any violation by District 323 or any of its employees, agents, suppliers or officers of any law or ordinance in, on, at or in any way related to the bus;

D. Any damages, liens or expenses arising as a result of a default by District 323 with respect to any of the terms of this Agreement.

10. **Indemnification of District 323.** Fun N Fit shall protect, indemnify, save and keep harmless the District 323 and its agents, board members, employees and officers against and from all damages, suits, liability claims, loss, cost or expense (including court costs and attorney's fees) arising out of or from any of the following:

A. Any accident or other occurrence arising in connection with the aftercare trip not related to the operation of the bus;

B. Any act or omission of Fun N Fit or its employees, volunteers, agents, invitees, suppliers, students, or officers;

C. Any violation by Fun N Fit or any of its employees, volunteers, agents, invitees, suppliers, students or officers of any law or ordinance in, on, at or in any way related to the aftercare trip;

D. Any damages, liens or expenses arising as a result of a default by Fun N Fit with respect to any of the terms of this Agreement.

11. **Default.** In the event of default by either party to this Agreement, the non-defaulting party may seek any remedies available at law or in equity, including specific performance. Should either party be required to incur attorney's fees, costs, and/or other expenses as a result of the other party's failure to perform any obligation hereunder, the defaulting party shall be liable to the prevailing party for reasonable attorney's fees, costs, and expenses incurred by the prevailing party.

12. **Delay Does Not Constitute Waiver.** No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof and both parties may exercise rights granted under the terms of this Agreement regardless of any prior forbearance.

13. **Force Majeure.** In the event District 323 is unable to provide transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, loss of transportation facilities, oil or fuel shortage or any condition or cause beyond the control of District 323, Fun N Fit shall excuse District 323 from performance under this Agreement.

Dated this _____ day of _____, 2024.

BOARD OF EDUCATION OF
DUNLAP COMMUNITY UNIT
SCHOOL DISTRICT NO. 323

Fun N Fit Preschool

By _____
Its President

By _____
Its _____

ATTEST:
By _____
Its Secretary

ATTEST:
By _____
Its _____