

## MEMORANDUM OF UNDERSTANDING

**This Memorandum of Understanding**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of Education of Dupo Community Unit School District No. 196 (“District” or “Board”) and Yellow Bus Group of America.

**WHEREAS**, YELLOW BUS GROUP OF AMERICA currently provides transportation for the District.

**WHEREAS**, the District and YELLOW BUS GROUP OF AMERICA currently have a contract through 2025 (“Contract”)

**WHEREAS**, four (4) of the current busses YELLOW BUS GROUP OF AMERICA uses to transport District students do not have a camera system.

**WHEREAS**, YELLOW BUS GROUP OF AMERICA and the District both agree it is in the best interest for all the busses YELLOW BUS GROUP OF AMERICA uses, to preform work for the District, shall have camera systems.

**WHEREAS**, the District wishes to pay for, and own, four (4) camera systems and allow YELLOW BUS GROUP OF AMERICA to use said camera systems during the term of the Contract, and any successor contracts.

**WHEREAS**, YELLOW BUS GROUP OF AMERICA wishes to install, use, and operate the District owned camera system’s during the term of the Contract, and any successor contracts.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Incorporation of Preambles.** The parties hereby find that all of the recitals contained in the preambles to this Memorandum are full, true and correct and do incorporate them into this Memorandum by this reference.

**Section 2. Camera Systems:** The Board shall buy four (4) camera systems. The Board shall have full discretion on the type of camera systems to buy, so long as the type of camera system can be installed in the current YELLOW BUS GROUP OF AMERICA buses.

**Section 3. Installation and Operation:** YELLOW BUS GROUP OF AMERICA shall have the responsibility to install the new camera systems into all busses. YELLOW BUS GROUP OF AMERICA shall guarantee, in writing, when all camera systems are installed and operating. YELLOW BUS GROUP OF AMERICA agrees that if any of the camera systems break or malfunctions during the installation or the course of operation, YELLOW BUS GROUP OF AMERICA shall be responsible to replace or fix the camera system.

**Section 4. Ownership** The District shall, at all times, own the four (4) camera systems. YELLOW BUS GROUP OF AMERICA expressly agree, they shall have no claim or right to the 4 camera systems.

**Section 5. Termination:** At any time, the District may provide YELLOW BUS GROUP OF AMERICA written notice to terminate this MOU. Further, 30 days after YELLOW BUS GROUP OF AMERICA receives written notice, YELLOW BUS GROUP OF AMERICA must return the four (4) camera systems, in the same or similar condition as when received, to the District. Or, at the end of the current Contract, or any successor contracts, this MOU shall automatically terminate, and YELLOW BUS GROUP OF AMERICA shall, within 30 days of termination, return the four (4) camera systems to the District.

**Section 6. Execution.** This Memorandum may be executed in counterparts, and any party herein may sign any counterpart. The Memorandum shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties shall have signed a single document.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the date first written above.

**BOARD OF EDUCATION**

**Dupo Community Unit School District No. 196**

By: \_\_\_\_\_  
**President, Board of Education**

**ATTEST:**

\_\_\_\_\_  
**Secretary, Board of Education**

**YELLOW BUS GROUP OF AMERICA**

By: \_\_\_\_\_  
**Owner**