

**2025-2026 AGREEMENT BETWEEN
DUNLAP COMMUNITY UNIT SCHOOL DISTRICT NO 323
AND ST. JUDE CATHOLIC SCHOOL
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, St. Jude Catholic School ("St. Jude") is a private Catholic school; and

WHEREAS, District 323 is able to make an efficient and effective use of its existing equipment and personnel and desires to provide for certain transportation services to St. Jude; and

WHEREAS, St. Jude desires to contract with District 323 for certain transportation services for field trips; and

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

WHEREAS, the Illinois School Code authorizes District 323 to provide and contract for transportation services of students in other school districts and for school sponsored activities in which pupils of the district participate.

**NOW, THEREFORE, IT IS AGREED AS
FOLLOWS:**

1. Request for Transportation Services. District 323 shall provide transportation services to St. Jude for field trips during the regular 2025-2026 school year on an as needed basis and upon request, when such field trip does not conflict with other transportation needs of District 323 and when such request is feasible in terms of advance notice, distance, cost, length of time, number of buses needed, and other circumstances of the field trip request. Whether a field trip request is feasible is determined at the sole discretion of District 323.

2. Fee. In consideration of the above-described provision of services, St. Jude shall

pay to District 323 a flat trip fee of \$200 for each field trip for which District 323 provides transportation services to St. Jude. In addition to the flat trip fee of \$200, field trips will be billed at an hourly rate of \$28.28 per hour. Such amounts will be billed by District 323 and will be due from St. Jude within thirty (30) days of receipt.

3. Equipment and Personnel. District 323 shall furnish a properly equipped school bus and driving personnel sufficient to fulfill its obligations under this Agreement. All other equipment and personnel necessary shall be the responsibility of St. Jude. All vehicles and personnel must be in compliance with each and every rule, regulation, statute and ordinance of the State of Illinois, any division thereof, and local government bodies.

4. Transportation Policies and Procedures. St. Jude shall reasonably apprise its eligible riders of the transportation policies and procedures of District 323 and shall require its eligible riders to abide by the same. 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 St. Jude shall make a joint decision with respect to the transportation of students and scheduled field trips.

6. Routing and Scheduling. Routing and scheduling shall be at the discretion of District 323 after receiving the request and input from St. Jude. 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. Such policies shall identify St. Jude as an additional insured. St. Jude 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 2025-2026 school year and may be extended by mutual agreement of the parties. Either party may terminate this agreement upon thirty (30) days' notice to the other party.

9. Indemnification of St. Jude. District 323 shall protect, indemnify, save and keep harmless St. Jude 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 field 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. St. Jude 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 field trip not related to the operation of the bus;
- B. Any act or omission of St. Jude or its employees, volunteers, agents, invitees, suppliers, students, or officers;
- C. Any violation by St. Jude 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 field trip;
- D. Any damages, liens or expenses arising as a result of a default by St. Jude 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.

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

By _____
Its President

ATTEST:
By _____
Its Secretary

St. Jude Catholic School

By _____
Its _____

ATTEST:
By _____
Its _____