

**INTERGOVERNMENTAL TRANSPORTATION AGREEMENT  
AMONG THE BOARD OF EDUCATION OF RIVERTON COMMUNITY UNIT  
SCHOOL DISTRICT NO. 14, THE BOARD OF EDUCATION OF AC CENTRAL  
COMMUNITY UNIT SCHOOL DISTRICT NO. 262, THE BOARD OF EDUCATION OF  
AUBURN SCHOOL DISTRICT NO. 10, THE BOARD OF EDUCATION OF PORTA NO.  
202, THE BOARD OF EDUCATION OF PLEASANT PLAINS NO. 8, THE BOARD OF  
EDUCATION OF WILLIAMSVILLE NO. 15, THE BOARD OF EDUCATION OF NEW  
BERLIN NO. 16, AND THE BOARD OF EDUCATION  
OF TRI-CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1**

THIS AGREEMENT (“**Agreement**”) is made and entered into as of the 14<sup>th</sup> day of August 2023, by and among the Board of Education of Riverton Community Unit School District No. 14 (“**Riverton**”), the Board of Education of AC Central Community Unit School District No. 262 (“**AC Central**”), the Board of Education of Auburn Community Unit School District No. 10 (“**Auburn**”), the Board of Education of PORTA No. 202 (“**PORTA**”), the Board of Education of Pleasant Plains No. 8 (“**Pleasant Plains**”), the Board of Education of Williamsville No. 15 (“**Williamsville**”), the Board of Education of New Berlin No. 16 (“**New Berlin**”), and the Board of Education of Tri-City Community Unit School District No. 1 (“**Tri-City**”) (collectively, the “**Parties**”) for the provision of transportation services.

**WITNESSETH**

**WHEREAS**, the Parties have work study programs at their respective school districts and need to provide transportation services for the students participating in such programs; and

**WHEREAS**, Riverton is able to assist AC Central, Auburn, PORTA, Pleasant Plains, Williamsville, New Berlin, and Tri-City by providing transportation services to their students participating in work study programs; and

**WHEREAS**, the Parties desire to enter into this Agreement to provide for the transportation for their respective students participating in the work study programs at their respective schools; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) encourage and permit cooperation between units of local government for matters of mutual concern.

**NOW, THEREFORE**, in consideration of the covenants hereinafter contained, the Parties agree as follows:

1. **Term.** The term of this Agreement shall be backdated to commence on July 1, 2024, and shall terminate on June 30, 2025. This Agreement may be extended by written agreement of all Parties for an additional one period.

2. **Services.** Riverton shall, during the term of this Agreement, provide transportation services on those days that school is in session at Riverton School District from the career center located at the Capital Area Career Center, 2201 Toronto Road, Springfield, IL 62712 (“**Career Center**”) to each student’s individual work locations, and, conversely, pick up the students from their individual work locations and drop them off at the Career Center. Riverton is only obligated to provide one round trip pick-up and drop-off per school day. If a student misses the bus at either the Career Center or their individual work location due to no fault of the driver, Riverton shall have no obligation to provide transportation for such student on such day.

3. **Fees.** In consideration for services rendered hereunder, AC Central, Auburn, PORTA, Pleasant Plains, Williamsville, New Berlin, and Tri-City shall each pay one-seventh of the costs directly associated with providing the transportation services set forth in Paragraph 2 above. Costs shall mean gas expenses, bus driver salary and benefits, vehicle maintenance expenses and any other fees and expenses incurred by Riverton directly related to the services provided under this Agreement (collectively, “Costs”). Riverton shall invoice North Mac, Auburn, PORTA, Pleasant Plains, Williamsville, Pawnee, Athens, New Berlin, and Tri-City on a semester basis (January 1 and June 1) for the Costs and such invoices shall be paid in accordance with the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

4. **Student Discipline.** In the event that a student being provided transportation services under this Agreement receives a disciplinary infraction from the driver, the driver shall promptly notify the Superintendent of Riverton School District, which, in turn, shall promptly notify the student’s home school district of such incident. All reports related to the incident shall be tendered to the student’s home school district for proper disciplinary action by the home school district. Riverton shall retain the right to refuse any student access to the services provided hereunder.

5. **Student Records.** The Parties acknowledge that any and all records regarding an individual student are student records of the home school district. Those records shall be kept confidential and will only be released with the permission of the affected school district. The Parties shall comply with the *Family Education Rights and Privacy Act*, 20 U.S.C. 1232g, *et seq.*, and the *Illinois School Student Records Act*, 105 ILCS 10/1, *et seq.* during the term of this Agreement.

6. **Indemnification.** Each party hereto agrees to indemnify, defend and hold harmless the other parties, their individual Board members, officers, and employees from and against any claims, losses, liabilities or demands arising from or caused by any neglect act or omission of the other parties related to this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of such party.

7. **Insurance.** Each party will, at its own expense, procure and keep in force for the term of this Agreement, and any extension hereof, commercial general liability insurance at limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and

umbrella or excess liability insurance at limits of not less than \$3,000,000.00 per occurrence and in the aggregate. Riverton will purchase and maintain in force during the term of this Agreement commercial automobile insurance, in at least the minimum amounts required by law, or if there are no required legal minimums, then at a commercially reasonable amount covering the vehicles utilized to transport students hereunder. Each party hereto shall name the indemnified parties identified in Paragraph 6 as additional insureds, on a primary and non-contributory basis, on their commercial general liability insurance, excess or umbrella insurance and its commercial automobile insurance. The Parties hereby waive any and all rights of subrogation any of their insurers may have against any other party hereto to the extent permitted by the insurance policy providing coverage to such party. Within five business days of the last party to execute this Agreement, and within five business days of any renewal of this Agreement, each party hereto shall provide the other parties with a certificate of insurance evidencing the insurance requirements of this Paragraph 7.

8. **Force Majeure.** In the event Riverton is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition or cause beyond Riverton's reasonable control, Riverton shall be excused from performance under this Agreement until such event is over, or, for a reasonable period of time thereafter, if necessary. AC Central, Auburn, PORTA, Pleasant Plains, Williamsville, New Berlin, and Tri-City shall not be responsible for paying any Costs during a Force Majeure event.

9. **Drivers and Vehicles.** All vehicles supplied by Riverton in the performance of the services required under this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Furthermore, the drivers of all such vehicles shall have all required licensure to transport public school students in said vehicles. Moreover, any driver providing services under this Agreement shall have successfully passed the criminal background checks required by Section 10-219 of the *Illinois School Code* (105 ILCS 5/10-21.9) prior to providing any services hereunder.

10. **Amendment.** This Agreement may only be amended or modified by written agreement executed by the duly authorized representatives of all Parties.

11. **Notices.** All notices to be given pursuant to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail or by way of a nationally recognized overnight delivery service, with proof of delivery to:

**Riverton:**

Riverton Community Unit  
School District #14  
6425 Old Route 36  
Riverton, Illinois 62561  
Attn: Superintendent

**AC Central:**

AC Central Community Unit  
School District #262  
PO Box 260  
Ashland, Illinois 62612  
Attn: Superintendent

**Tri-City:**

Tri-City Community Unit  
School District #1  
324 W. Charles Street  
Buffalo, Illinois 62515  
Attn: Superintendent

**Auburn:**

Auburn Community Unit  
School District #10  
606 North Street  
Auburn, Illinois 62615  
Attn: Superintendent

**PORTA:**

PORTA Community Unit  
School District #202  
17651 Blue Jay Road  
Petersburg, Illinois 62675  
Attn: Superintendent

**Williamsville:**

Williamsville Community Unit  
School District #15  
800 S. Walnut Street  
Williamsville, Illinois 62693  
Attn: Superintendent

**New Berlin:**

New Berlin Community Unit  
School District #16  
600 North Cedar  
New Berlin, Illinois 62670  
Attn: Superintendent

**Pleasant Plains:**

Pleasant Plains Community Unit  
School District #8  
315 West Church Street  
Pleasant Plains, Illinois 62677  
Attn: Superintendent

All notices shall be deemed to have been provided upon deposit with the United States mail or with a nationally recognized overnight delivery service, with proof of delivery.

12. **Incorporation of Recitals.** The recitals set forth above are incorporated into and made a part of this Agreement.

13. **Compliance with Laws.** Each party hereto shall comply with all applicable laws, rules, regulations and ordinances in connection with providing or receiving services under this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed the Agreement the day and year first hereinabove written.

**RIVERTON:**

**BOARD OF EDUCATION OF RIVERTON  
COMMUNITY UNIT SCHOOL DISTRICT  
NO. 14**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**TRI-CITY:**

**BOARD OF EDUCATION OF TRI-CITY  
COMMUNITY UNIT SCHOOL DISTRICT  
NO. 1**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**AC CENTRAL:**

**BOARD OF EDUCATION OF AC  
CENTRAL COMMUNITY SCHOOL  
UNIT DISTRICT NO. 262**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**AUBURN:**

**BOARD OF EDUCATION OF AUBURN  
COMMUNITY UNIT SCHOOL  
DISTRICT NO. 10**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**PORTA:**

**BOARD OF EDUCATION OF PORTA  
COMMUNITY UNIT SCHOOL DISTRICT  
NO. 202**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**NEW BERLIN:**

**BOARD OF EDUCATION OF NEW BERLIN  
COMMUNITY UNIT SCHOOL DISTRICT  
NO. 16**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**WILLIAMSVILLE:**

**BOARD OF EDUCATION OF  
WILLIAMSVILLE COMMUNITY UNIT  
SCHOOL DISTRICT NO. 15**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**PAWNEE:**

**BOARD OF EDUCATION OF  
PLEASANT PLAINS COMMUNITY  
UNIT SCHOOL DISTRICT NO. 8**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_