

INTERGOVERNMENTAL AGREEMENT FOR STUDENT TRANSPORTATION

This Intergovernmental Agreement for Student Transportation ("Agreement") is entered into this 19th day of September, 2024, by and between the Board of Education of Thomasboro Community Consolidated School District No. 130 ("District 130") and the Board of Education of Rantoul City Schools District No. 137 ("District 137") (collectively, the "Parties").

WITNESSETH

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* ("the Act"); and

WHEREAS, the Parties are Illinois public school districts existing and operating pursuant to the *Illinois School Code*, 105 ILCS 5/1 *et seq.*; and

WHEREAS, District 137 currently provides transportation for some of its students to Circle Academy located in Champaign, Illinois ("Circle Academy"); and

WHEREAS, District 130 currently has a student ("Student A") who requires transportation from a residence located at 309 W. Clark Street, Thomasboro, IL to and from Circle Academy; and

WHEREAS, District 137 has agreed that so long as Student A requires transportation to and from 309 W. Clark Street, Thomasboro, IL to Circle Academy, Student A can be transported by District 137 using the same method of transportation provided by District 137 for its own students pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual undertakings and agreements of the Parties hereto, it is agreed as follows:

1. **Recitals.** The recitals set forth above are hereby adopted as though fully set forth herein.

2. **Transportation of Student A** During the term of this Agreement, District 137 shall transport Student A from 309 W. Clark Street, Thomasboro, IL to and from Circle Academy in the same manner that it provides transportation to its own students on all school days that District 137 otherwise provides transportation services.

3. **Term and Termination.** The Term of this Agreement shall commence on the date of execution and shall expire on June 30, 2025. Thereafter, it may be renewed for successive 12-month terms, effective each July 1st (starting with July 1, 2025) through the following June 30th, by mutual agreement of the Parties. Party. Either Party may terminate this Agreement at any time by providing a fourteen (14) day notice to the other Party.

4. Payments. District 130 agrees to pay District 137 the pro-rata share for transporting Student A. This charge shall be computed by dividing the total cost of the route to Circle Academy (currently \$558.82 per day) by the total number of students on the route. District 137 shall invoice District 130 on a monthly basis for the transportation charge for Student A.

5. Student Aide and/or IEP Requirements. If Student A requires a 1-to-1 aid while being transported under the terms of this Agreement, or has any other specific requirements pursuant to the students' individualized educational plan ("IEP"), District 130 shall be solely responsible for hiring and employing such aid(s) and any additional costs associated with the student aid or IEP.

6. Confidentiality of Student Records. 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.

7. Student Discipline. It is understood that decisions regarding student disciplinary problems will rest solely with the administration, superintendent and/or board of education of the school district in which the student resides. District 137's 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 Parties.

8. Indemnification. The Parties agree to indemnify, defend, and hold each other harmless from any and all claims, demands, causes of action, losses, liens, claims of lien, liabilities, penalties, and damages, including reasonable attorneys' fees and court costs, that either Party incurs to the extent arising from any negligent act or omission of the other Party.

9. Insurance. District 137 shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as follows:

<u>Type</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
Umbrella / Excess:	\$2,000,000 aggregate

10. **Complete Understanding.** This Agreement sets forth all promises, agreements, conditions and understandings between the Parties relative to the subject matter herein, and there are no promises, agreements or undertakings, either oral or written, express or implied, between them other than as set forth herein.

11. **Modifications.** This Agreement may be modified only through a written instrument signed by both Parties.

12. **Governing Law.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the date last written below.

**BOARD OF EDUCATION OF
THOMASBORO
COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 130**

**BOARD OF EDUCATION OF RANTOUL
CITY SCHOOLS DISTRICT NO. 137**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____