

# ***Oak Park and River Forest High School District 200***

*201 North Scoville Avenue • Oak Park, IL 60302-2296*

TO: Committee of the Whole  
FROM: Carolyn M. Gust, Director of Purchasing and Transportation  
DATE: January 14, 2020  
RE: Transportation Service – Zūm Services, Inc.

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## **BACKGROUND:**

In an effort to transition out-placed students back to the OPRFHS special education program, some students are transported to or from OPRF mid-day. In the past, Grand Prairie provided transportation for these students. Grand Prairie also provided transportation for the off-site cosmetology program. Students who attend full time school off-site were transported via cab or Grand Prairie. District administration has been searching for an alternate transportation company that would provide a more cost- and energy-efficient way to transport these students.

## **SUMMARY OF FINDINGS:**

Zūm Services, Inc. is a transportation provider new to the Chicago-land area. Zūm offers a different approach to student transportation in that they employ drivers who transport students in their own personal vehicle, similar to an Uber driver. All drivers are thoroughly vetted by Zūm, hold a Class D School Bus Permit issued by the Illinois Secretary of State and receive extensive school bus driver training, as well as company training in transporting students with special needs and de-escalation techniques. All driver vehicles are inspected twice per year by the Illinois Department of Transportation (IDOT) and must meet all IDOT requirements for safety. Zūm drivers are fully insured by the company.

Zūm offers a school dashboard that allows for real-time tracking of the student's vehicle location, movement and estimated time of arrival at its destination. The dashboard includes a picture of the vehicle and driver, as well as the vehicle's license plate number. Zūm also offers parents and students an app that they may load on their smart phone or tablet that provides the same information. This affords greater transparency allowing parents to track their student and student's driver in real time. Attached is an informational brochure for your reference.

As the concept is new for student transportation in the Chicago area, Zūm drivers have been transporting students on a trial basis this school year. Feedback from parents has been very positive and administration/staff are very pleased with the service provided by Zūm staff and drivers.

Grand Prairie pricing is calculated by zone or number of miles the student is transported (0-20 miles/21-35 miles/36-50 miles). Zūm's pricing structure is \$2.50 per mile plus a flat base rate of \$25 for a sedan and \$35 for an SUV. A price comparison between Grand Prairie and Zūm is detailed below.

<b>Miles (One-way)</b>	<b>Grand Prairie</b>	<b>Zūm</b>
0-20 miles – Zone 1	\$138	\$30 - \$75
21-35 miles – Zone 2	\$145	\$77 - \$112
36-50 miles – Zone 3	\$153	\$115 - \$150

**Strategic Plan:** Priority 4

**Board Goals:**

**District Policy:** 4:60

**TEL:** (708) 383-0700

**WEB:** [www.oprfhs.org](http://www.oprfhs.org)

**TTY/TDD:** (708) 524-5500

**FAX:** (708) 434-3910

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As of December 2019, the District transported seven students to alternative classes at two locations in Zone 1 and 16 out-placed special education students to 11 locations, with three in Zone 1, five in Zone 2 and three in Zone 3. A cost comparison for the three weeks students were transported in December 2019 is detailed below.

<b>Zūm Pricing</b>	<b>Grand Prairie Pricing</b>	<b>December Savings with Zūm</b>
\$26,610	\$37,121	\$10,511

Out-placement of special education students is fluid, varying throughout the school year. For this reason, it is not possible to provide an exact cost savings. Based on December's enrollment data, the cost savings per week was \$3,504. With approximately 21 weeks left in the school year, the District will save approximately \$73,584 by contracting with Zūm for the remainder of the year. The expense for transportation for these programs has already been included in the Board-approved fiscal year 2020 budget.

The attached contract for transportation services has been reviewed and approved by District staff and attorneys.

## **NEXT STEP:**

For the Committee of the Whole to review and recommend the contract with Zūm Services, Inc. move forward to the Board of Education for approval at its January 23, 2020 meeting. Approximate savings for the remainder of the 2019/2020 school year is \$73,584.



# Your school district's partner for safe, reliable and customized student transportation

**4K** Schools Trust Zūm

**1M** Children Safely Transported

**5M** Safe Miles Driven



## Why public schools choose Zūm:

### Cost savings

Reduced overhead with the right vehicle for every trip minimizing your cost.

### Transparency & visibility

Each ride has real-time tracking and status updates through school dashboard and parent app to track your students at all times.

### Efficient transportation

Students spend less time on the road and arrive ready to learn.

## Parents love Zūm too!

**4.9** Rating  
(from over 70,000 reviews)



Zum is amazing! The whole experience has been 100% better than our school's previous providers. Most importantly my child likes the driver and feels safe.

H.C., Zūm parent from an Illinois Public School District

Contact Zūm to learn how we can partner today

**Mark Rising: 630-215-7261**

# Fully vetted drivers and vehicles

Zūm takes no shortcuts on safety. Driver requirements include:

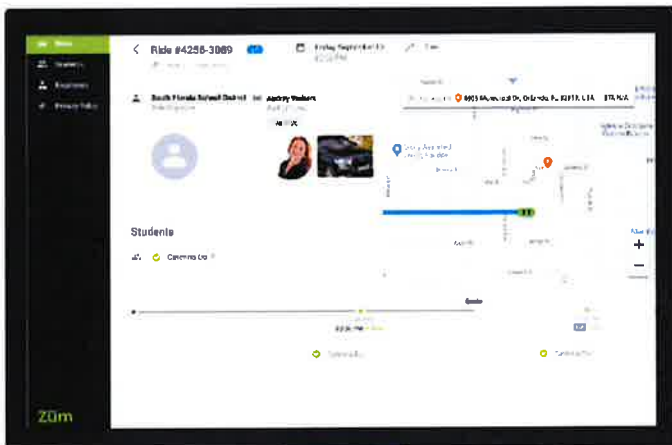


## Zūm Illinois drivers

- 21 years of age or older
- All Illinois Zūm drivers are School Bus Permit (SBP) Certified
- School Bus Driver Training plus additional Zūm training
- Extensive FBI and State of Illinois background checks
- Vehicle safety inspected twice per year by IL DOT

## School Dashboard keeps your staff informed

- Real-time tracking that shows your students' vehicle location, movement and up-to-date ETA
- Know which students are in which vehicles and info on the driver and vehicle
- See when students are picked up and dropped off



## End-to-end services

- Home-to-school
- Special education, outplacement and transition students
- McKinney-Vento, foster and displaced students
- Athletics
- Field trips
- Shuttles
- Ad hoc rides



We are very pleased with the transportation services Zūm has provided us in many different areas. We are on track to see a minimum of 15-20% savings over last year with our previous providers.

A CSBO from an Illinois Public School District

Contact Zūm to learn how we can partner today

Mark Rising: 630-215-7261

**AGREEMENT FOR THE PROVISION OF  
TRANSPORTATION SERVICES**

THIS AGREEMENT (“Agreement”) is entered into as of the effective date set forth in Section 21 of this Agreement between Zum Services, Inc., a Delaware corporation, located at 275 Shoreline Dr., Suite 200, Redwood City, CA 94065 (“Contractor”) and the Board of Education of Oak Park River Forest High School District No. 200, Cook County, Illinois (“OPRF”).

**Section 1. Background.**

- A. Certain student(s) of OPRF require transportation to and from school and/or other transportation services as requested by OPRF.
- B. OPRF will reimburse the Contractor for the provision of such services, in accordance with the terms and provisions of this Agreement.

**Section 2. Contractor Services.**

Contractor agrees to transport student(s) to and from school and/or other transportation services as requested by OPRF each school day to follow the OPRF calendar. The Contractor agrees to use reasonable efforts to coordinate transportation of the student(s), including the pickup and drop off times and locations during each school day to ensure that the student will arrive to school and home on time. The Contractor’s services provided pursuant to this Agreement are referred to in this Agreement as the “Services.”

**Section 3. Term.**

This Agreement shall commence on the last date signed by the parties and will continue through the 2020 summer school term. At the end of this term, this agreement may be renewed for a term of one year, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current term.

**Section 4. Fees for Service.**

The Contractor shall be paid based on fees outlined in Exhibit 1. The Contractor shall bill OPRF for the provision of the Services monthly and shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**Section 5. Vehicles.**

The Contractor agrees to supply, at its sole cost and expense, such vehicles, as may be necessary to lawfully perform the Services. All vehicles shall fully comply with all applicable laws and regulations. The Contractor shall be solely responsible for all vehicles used in transporting students.

Contractor shall assure that all vehicles are maintained in a safe, clean, and sanitary condition. Vehicles must meet requirements for operation by the Illinois State Board of Education, the Illinois Department of Transportation, the Illinois Secretary of State, and local Village ordinances. All vehicles shall be inspected as required by statute, and at least every five or six months or 10,000 miles, whichever comes first, at a Public Passenger Vehicle Inspection Station.

A copy of each Inspection Report shall be submitted to OPRF by the inspecting station. Vehicles not passing inspection shall not be returned to service until the conditions have been corrected. Inspection fees shall be paid by Contractor. Certified Inspection Stickers shall be displayed on the vehicles.

OPRF shall not be liable for damage to vehicles caused by student vandalism. Contractor shall immediately report to designated OPRF personnel all pertinent information regarding incidents of vandalism including date, route, and, if possible, identification of the perpetrator(s).

**Section 6. Contractor's Personnel.**

- A. Hiring. The Contractor shall be highly selective in hiring drivers. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to OPRF. Each driver assigned to duties in the performance of the Agreement must be at least twenty-one (21) years of age and fully licensed as a school bus permitted driver by the State of Illinois. OPRF reserves the right to require the removal or transfer of any driver as determined solely by OPRF.
- B. Licensed Drivers. While transporting students, vehicles shall not be operated by any person other than a licensed driver with a school bus driver permit meeting all requirements for drivers as set forth by the Illinois Secretary of State and Illinois Vehicle Code.
- C. English Speaking. Drivers and other persons coming into contact with students must be able to communicate effectively in English.
- D. No Cell Phone Use. Drivers shall not use or operate cell phones or use electronic communication devices while transporting students.
- E. Decorum. Drivers shall not use indecent language, shall not smoke in the vehicle or on OPRF premises, nor permit students to smoke or cause disturbances in the vehicle. Drivers shall be appropriately attired and identification badge properly displayed at all times. All vehicles operated for OPRF must be a smoke-free environment.
- F. Familiarity with Routes. All drivers must be thoroughly familiar with the areas and routes the driver covers. Drivers, either regular or substitute, shall have in their possession while driving a route, an up-to-date map of the route and/or driver directions for the route they are driving, and a list of the road hazards along the route.
- G. Reckless Driving. Contractor shall notify OPRF if any driver is cited for any reckless driving offense whether driving a taxi or personal vehicle. Contractor shall not utilize any driver who has ever been convicted of a DUI, reckless driving, or any criminal offense involving children.

- H. Vehicle Breakdowns. If during normal school hours a vehicle breaks down or cannot be safely or legally operated, another vehicle will be brought to the driver within 20 minutes of the occurrence of the breakdown. The Contractor shall keep sufficient standby vehicles to enable the Contractor to meet this requirement. The Contractor shall also notify OPRF supervisor of transportation by phone and text message.
- I. Accidents. In the event of an accident where the driver is in part or in whole responsible for the accident, a substitute driver and vehicle must be provided to comply with the State Mandate of testing the driver under the Implied Consent Statutes. It is the Contractor's responsibility to determine the road worthiness of any vehicle involved in an accident. The Contractor shall keep sufficient standby vehicles to enable the Contractor to meet this requirement. The Contractor shall as soon as is reasonable thereafter notify OPRF director of transportation of the incident by phone and text message.
- J. Service Requirements.
1. Students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the safety of the children shall take precedence. It shall be a primary obligation of the Contractor to operate its affairs so that OPRF will be assured of this continuous and reliable service. It is the driver's responsibility to ensure a safe environment during the transportation process.
  2. Drivers shall supervise the loading and unloading of their vehicles. Drivers shall not permit more passengers to occupy the vehicle than there are seatbelts available. Students may not be permitted to ride in the front seats of the taxis unless written notification is given by OPRF.
  3. Students will be picked up and delivered to the same location unless directed otherwise by OPRF's director of transportation. No change in place of pick-up or drop-off for any student shall be affected without notice to and approval from OPRF's supervisor of transportation. Any deviation from this procedure must have the approval of OPRF's director of transportation.
  4. While transporting students, drivers shall not leave the vehicle unattended.
  5. Unless otherwise agreed to in writing by OPRF or required by State law, drivers shall not be permitted to transport their own children in a taxi

unless the child is enrolled in OPRF and is assigned to that taxi run or route.

6. No unauthorized persons shall be allowed in any vehicle while it is engaged in transporting students.
7. Vehicles will not be fueled while students are on board.

K. Discipline.

1. It shall be the driver's responsibility for maintaining appropriate discipline. If, in the opinion of the driver, the behavior of any person in the taxi threatens or prohibits the driver from operating the taxi, the driver shall stop the taxi and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonable thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Final authority in matters of discipline shall rest with OPRF.
2. The driver shall, within twenty-four (24) hours of any disciplinary incident, advise OPRF's supervisor of transportation of all serious misbehavior on the taxi and shall assist the administration in obtaining whatever information is desired with respect to each incident.

**Section 7. Contractors Insurance.**

Contractor shall carry, pay for, and keep in force, with insurance companies rated A by AM Best the coverage provided below. Such insurance shall name OPRF as an additional insured on a primary and noncontributory basis and, in addition, such coverage shall insure members of the Board of Education, OPRF's officers, employees and agents in all their official capacities, and other persons, firms or corporations as OPRF from time to time may direct for claims arising out of performance of the Agreement. Contractual liability shall be provided under the Comprehensive General Liability policy to include the indemnification provisions under Section 8 of this Agreement. A certificate of insurance naming OPRF as additional insured shall be provided to OPRF evidencing the coverage below and must include a requirement of a thirty-day cancellation notice. In such case of termination of insurance coverage, Contractor will provide evidence of new insurance as soon as possible, but not later than ten days prior to the termination of the original policy. A waiver of subrogation must be included in favor of OPRF. Also, an alternate employer endorsement naming OPRF must be included.

- (i) Workers' Compensation
  - Statutory Limit
- (ii) General Liability
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products - Completed/Operations Aggregate



\$1,000,000	Personal & Adv Injury for any one person injured in any one accident
\$1,000,000	Each Occurrence
\$1,000,000	Sexual Misconduct

(iii) Automobile Liability

\$1,000,000	Limit of liability, including owned, non-owned & hired auto
\$1,000,000	Uninsured Motorists
\$1,000,000	Underinsured Motorists

(iv) Umbrella Liability      \$10,000,000

**Section 8. Indemnification.**

The Contractor shall indemnify, defend, and hold harmless OPRF and its board members, officers, employees, and agents, free from any claims, suits, actions, losses or expenses (including attorneys' fees) which may arise from any accident, injury, or death to any person or persons, or damage to any personal property related to the performance of the Agreement or any misconduct by Contractor or its officers, employees, or agents. Contractor's obligations under this Section shall survive and continue following termination of the Agreement with OPRF.

**Section 9. Background Investigation.**

Contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by OPRF due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Contractor shall make every employee who will be sent to any school building or school property available to OPRF for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. Contractor will reimburse OPRF for the costs of the checks. OPRF must provide a copy of the report to the individual employee, but is not authorized to release it to Contractor. Additionally, at least quarterly, Contractor shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

**Section 10. Evidence of Physical Fitness.**

Contractor shall provide, at its costs, evidence to the Owner that its employees are physically fit to perform the duties required to complete the Project and are free from communicable diseases in compliance with Section 24-5 of the Illinois School Code, 105 ILCS 5/24-5.

**Section 11. Drug and Alcohol Testing.**

Contractor shall require that all drivers and other individuals who may have contact with student(s) shall be subjected to pre-employment, just cause and on-going random drug and alcohol testing in accordance with the requirements of federal law. The Contractor agrees to immediately dismiss any drivers that have tested positive for drugs or alcohol.

**Section 12. Assignment of Contractor's Rights.**

The Contractor shall have no right to assign its rights or obligations under this Agreement.

**Section 13. Undertakings of the Contractor.**

In providing the Services, the Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of OPRF. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. The Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by OPRF to its employees. The Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties, or other sums due thereon and shall indemnify, defend, and hold OPRF, its Board Members, Officers, employees and agents free and harmless.

**Section 14. Notices.**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of receipt thereof by first class mail, registered or certified mail, postage prepaid, or by a national overnight courier, addressed:

<p>If to OPRF, to: Chief School Business Official Oak Park and River Forest High School 201 N. Scoville Oak Park, IL 60302</p>	<p>If to Taxi Company: Legal Department Zum Services, Inc. 275 Shoreline Dr., Suite 300 Redwood City, CA 94065 legal@ridezum.com</p>
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**Section 15. Entire Agreement.**

This Agreement and the attached pricing exhibit constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

**Section 16. Waivers.**

The waiver by either party of a breach or violation of any provisions of this agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**Section 17. Severability.**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**Section 18. Compliance with Laws.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all

disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

**Section 19. Records.**

As an independent contractor, records in the possession of the Contractor related to the Contract may be subject to the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Contractor shall immediately provide OPRF with any such records requested by OPRF to timely respond to any FOIA request received by OPRF. OPRF will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Contractor refuses to provide a record that is the subject of a FOIA request to OPRF and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes OPRF in any way, the Contractor shall reimburse OPRF for all costs, including attorneys’ fees, incurred by OPRF related to the FOIA request and records at issue.

Contractor shall comply with all laws pertaining to student records and student confidentiality, including the Illinois School Student Records Act and the Federal Family Educational Rights and Privacy Act. All personally identifiable information and data relating to OPRF’s students shall always be treated as confidential by Contractor and will not be copied, used or disclosed by Contractor for any purpose. Contractor shall, as soon as possible, make OPRF aware of any data breaches and assist OPRF with necessary notifications and reimburse OPRF for any costs incurred by OPRF. Upon the expiration or termination of this Agreement, Contractor agrees to promptly return to OPRF all school student records and students’ personally identifiable information in Contractor’s possession.

**Section 20. Termination.**

Either party may terminate this Agreement if the other party breaches a material term of the Agreement and fails to cure such breach within thirty (30) days following notice from the non-breaching party.

**Section 21. Effective Date.**

This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

(The signature page is on the following page)

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

ZUM SERVICES, INC.

BOARD OF EDUCATION OF OAK PARK  
RIVER FOREST HIGH SCHOOL  
DISTRICT NO. 200

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President of Board of Education

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **Exhibit 1-Fees**

Please see following page for fees.



**Zum Services Inc.**  
**Pricing for Oak Park-River Forest HSD 200**

**Pricing Overview**

Zum proposes using a combination of sedans, SUVs, Mini-vans, and wheelchair vans to serve your district's routes. We have demonstrated that by using this approach school districts can realize significant savings while simultaneously increasing the level of service, technology offering, and customized transportation solutions for the students we serve for OPRF OPRF HSD 200.

<b>Zūm Pricing Table</b>			
<b>Vehicle Type</b>	<b># of Passengers</b>	<b>Base Rate</b>	<b>Per Mile Charge (In addition to Base)</b>
Sedan	1-4	\$25.00	\$2.50
SUV	1-6	\$35.00	\$2.50
Wheelchair Van	1-2	\$75.00	\$4.50

<b>Additional Fees per Trip (when requested):</b>	
Wait Time Fee (per hour, billed in 15 min. increments)	\$24.00
Attendant Fee (per hour, 2-hour minimum)	\$25.00

Note:

- (a) Base price is per run and not on a daily or hourly basis.
- (b) If district aide/monitor is travelling, Mileage will be calculated from where the aid is picked up to where the aid is dropped off
- (c) A trip is defined as a one-way transportation event. Examples might include; home-to-school in the AM, a mid-day trip, or from school-to-home in the PM. The total number of trips a district is charged for is arrived at by adding together each one-way trip.
- (d) Zum does not charge deadhead fee traveling from and to our yard location.
- (e) Number of passengers assumes one (1) student/aide can sit in the front seat (consent needed by school and/or parents for students); otherwise, the max number of passengers will be one less. (3-Sedan & 5-SUV)
- (f) Larger vehicle pricing (larger than SUV) is based on availability