

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

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

TO: Board of Education

FROM: Cheryl L. Witham, Assistant Superintendent for Finance and Operations

DATE: June 28, 2012

RE: Renewal of Hillside Academy (Special Education Systems) Transportation Agreement

BACKGROUND

The District has been utilizing the services of Special Education Systems, a subsidiary of Hillside Academy, for the past two school years. In a student population that would regularly result in incident reports and behavior issues when transported by our general “Yellow Bus” vendor, we have seen very few, if any, cases of on-board issues.

SUMMARY OF FINDINGS

Special Education Systems has offered a rate that is 1% higher than last year.

RECOMMENDATIONS (OR FUTURE DIRECTIONS)

MOTION: To approve the Special Education Systems contract as presented.

ROLL CALL VOTE

**OAK PARK AND RIVER FOREST
HIGH SCHOOL DISTRICT No. 200**

Professional Services Contract

This Agreement is made by and between Oak Park and River Forest High School District No. 200, an Illinois unit of local government (“School District”) and the professional Service provider (“Provider”) named below, on the date hereinafter set forth.

In consideration of the recitals and the mutual covenants set forth in the Agreement, the parties agree as follows:

SECTION 1. RECITALS

A. Provider Retained. The School District desires to obtain the Services of the Provider identified below to provide the Services and perform the work described below for the fee hereinafter set forth:

Service Provider: Special Education Systems, Inc.

Contact Person: Nancy Mutterer

Address: 4100 Warren Avenue, Hillside, IL 60162

Telephone: 708-449-1310

Email: nancy.mutterer@menta.com with a copy to Kenneth.carwell@menta.com

Fax: 708-449-0474

Brief Description
of Services: Student bus services, as set forth in documents attached hereto and made a part of this Contract.

Time Period of Work: From contract inception to the final attendance day of the 2012-2013 school year, as required.

Fee/Rate: Rates will be as stated in Exhibit B of this document.

B. Representations by Provider. The Provider represents that it is qualified to provide the Services called for in this Agreement, and has, or its personnel have, the required education, training, skills, equipment, licenses and certifications necessary to perform the work.

C. School District Authority. The School District represents that it has the authority to enter into this Agreement, that funds have been appropriated to pay for the work to be performed and that the person executing this Agreement is authorized to do so.

SECTION 2: SCOPE OF SERVICES

A. Retention of the Service Provider. The School District retains the Provider to perform, and the Provider agrees to perform, the work described in Exhibit A hereto (“Services”), subject to the terms and conditions of this Agreement.

B. Commencement. The Provider shall commence the work upon receipt of written notice from the School District that this Agreement has been fully executed by the parties, and shall diligently and continuously provide the Services called for until completion of the work, or until termination of this Agreement by the School District, and in no event later than June 30, 2013. Contractor shall, during the period of this Agreement as hereinafter set forth, to provide and maintain the required number of vehicles to transport conveniently and safely any and all students, designated by the District to be served under the provisions of this agreement. Such transportation shall be provided for each and every day that school is convened, and in accordance with bus routes and schedules as submitted to and approved by the school. Further, the contractor will comply with and provide proof of compliance with all applicable local, state and federal guidelines, including, but not limited to the Illinois School Code and the Illinois Vehicle Code.

C. Direction. The Provider shall receive and follow instructions regarding the work from Cheryl L. Witham (“Contract Administrator”); provided, however, that no agency nor employment relationship shall be created by such instructions, and Provider shall in all respects function as an independent contractor.

SECTION 3. COMPENSATION

A. Amount to be Paid. The total amount billed by Provider for the Services called for in this Agreement shall not exceed the amount set forth in Exhibit B of this Agreement, or as may be set forth in any Schedule of Fees which may be attached hereto and incorporated herein as Exhibit B, or any written amendment hereof.

B. Invoices and Payment. The Provider shall submit invoices in an approved format to the School District for fees earned and compensable costs, if any, incurred in performing this Agreement. The School District shall pay the amount billed within 30 days following approval of each invoice for payment.

C. Records. The Provider shall maintain records showing actual time devoted to performance of the work called for in this Agreement, and costs incurred, and shall permit the authorized representative of the School District to inspect and audit all data and records of the Provider for work done under this Agreement. The records shall be made available to the School District at reasonable times during the Agreement period and for three years following termination of the Agreement.

E. Taxes, Benefits and Royalties. Each payment by the School District to the Provider includes any federal, state and local taxes of any kind applicable to the Services, and any taxes, contributions, premiums for unemployment insurance and FICA arising from the work or the incorporation into the work, or use in performing the work, of any patented, copyrighted or trademarked material, equipment, tool, supplies, devices, processes or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fees is hereby waived and released by Provider.

SECTION 4. PERSONNEL; SUBCONTRACTORS

A. Availability of Personnel. Provider warrants that it has personnel available and qualified to perform the Services called for in this Agreement, on the schedule specified, if any.

B. Subcontractors. The Provider shall perform the work with its own personnel and under the management, supervision and control of its own organization. No subcontractors shall be called upon to perform any part of the work without express written approval of the School District. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by the Provider or employees of Provider. The term "Provider" shall include any authorized subcontractor and every subcontract shall be deemed to include a provision binding the subcontractor to all provisions of this Agreement.

C. Removal of Personnel or Subcontractors. If any of Provider's personnel or subcontractors fails to perform the Services in a manner satisfactory to the School District, the Provider shall, upon notice, immediately remove and replace such personnel or subcontractor. If Provider fails to so remove or replace, the School District may bar any such person from access to any School District property or facility and cause replacement with a person or subcontractor of its own choosing, at Provider's expense. The Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for any delay of the work as a result of any such removal or replacement.

D. Background Check and Medical Examination. Provider warrants that any of Provider's personnel or subcontractors who will or may enter upon School District grounds or facilities, or come into contact with students or School District employees, shall have undergone a criminal background investigation and shall have been determined not to have committed any offense described in 105 ILCS 5/10-21.9(c). Further Provider warrants that any such personnel or subcontractors shall have submitted to a physical examination and have been determined to be free of any communicable disease, including hepatitis and tuberculosis.

SECTION 5. CONFIDENTIAL INFORMATION

A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of the School District relating to the technical, business or corporate affairs of the School District; student records; School District property; user information, including without limitation, any information

pertaining to usage of the School District's computer system, including without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the terms and conditions of this Agreement. School District Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Provider from a source other than the School District prior to the time of disclosure of that information to the Provider under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Provider or the School District; or (iv) to have been supplied to the Provider after the Time of Disclosure without restriction by a third party who is under no obligation to the School District to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Provider. The Provider acknowledges that it may, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the School District. The Provider shall use reasonable measures at least as strict as those the Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and independent contractors of the Provider to execute a nondisclosure agreement before obtaining access to Confidential Information.

C. Proprietary Information of Provider. The School District agrees that it will not disclose any proprietary information of the Provider which it may acquire during the performance of this Agreement, to any person or entity other than as may be necessary to the performance or administration of the Agreement or as required by law, provided that such information has been expressly identified by the Provider as proprietary information.

SECTION 6. WARRANTY, INDEMNIFICATION AND INSURANCE

A. Warranty of Services. The Provider warrants that the Services shall be performed in accordance with the current industry standards of professional practice, care, and diligence practiced by recognized firms in performing Services of a similar nature in existence at the Time of Performance. The Warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the School District.

B. Indemnification. The Provider shall indemnify, save harmless, and defend the School District, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively, "Claims") that may arise, or be alleged to have arisen, out of or in connection with the Provider's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and warranties set forth in this Agreement.

C. Insurance. Provider shall, during the term of this Agreement, maintain in effect insurance policies for general comprehensive liability, automobile liability, professional liability, workers' compensation, unemployment, and employee health benefits. Contemporaneous with the Provider's

execution of this Agreement, the Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the School District, and evidencing minimum insurance coverages and limits of not less than \$1 million/\$2 million, or as set forth in Exhibit A-7 to this Agreement. GCL, auto and professional policies shall provide coverage for “occurrences” during the term of the policy and not for “claims made.” All such policies shall name the School District, its officers, trustees, employees, and volunteers as additional insureds. For good cause shown, School District may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the School District may impose in the exercise of its sole discretion. Such certificates and policies shall be in a form acceptable to the School District and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide. Such insurance policies shall provide for written notice by the insurance company to the School District of any material change in or cancellation of any insurance. The Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Provider's expense, the insurance coverages provided above.

D. No Personal Liability. No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Provider as the result of the execution, of this Agreement.

SECTION 7. GENERAL PROVISIONS

A. Relationship of the Parties. The Provider shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and Provider; or (ii) to create any relationship between the School District and any subcontractor of the Provider.

B. Conflict of Interest. The Provider represents and certifies that, (i) to the best of its knowledge, (i) no School District employee or agent is interested in the business of the Provider or this Agreement; (ii) as of the date of this Agreement neither the Provider nor any person employed or associated with the Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (iii) neither the Provider nor any person employed by or associated with the Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Provider represents and certifies that the Provider is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Provider represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the School District prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Provider

shall be liable to the School District for all loss or damage that the School District may suffer, and this Agreement shall, at the School District's option, be null and void.

D. Sexual Harassment Policy. The Provider certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

E. Termination. Notwithstanding any other provision hereof, the School District may terminate this Agreement at any time upon 15 days prior written notice to the Provider. In the event that this Agreement is so terminated, the Provider shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed determined on the basis of the rates set forth in this Agreement.

F. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the School District determines that all of the Services under this Agreement are completed, or on such other date as may be set forth in Section 1 hereto. A determination of completion shall not constitute a waiver of any rights or claims which the School District may have or thereafter acquire with respect to any breach hereof by the Provider.

G. Non-Discrimination. In all hiring or employment by the Provider pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Provider agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any Services or activities made possible by, or resulting from, this Agreement.

H. Default. If it should appear at any time that the Provider has failed or refused to prosecute, or has delayed in the prosecution of, the Services at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the Provider's receipt of written notice of such Event of Default from the School District, then the School District shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Provider. The School District may require the Provider, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default and to take any or all other action necessary to bring the Provider and the Services into compliance with this Agreement.

2. Termination of Agreement by School District. The School District may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by School District. The School District may withhold from any payment, whether or not previously approved, or may recover from the Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the School District as the result of any Event of Default by the Provider or as a result of actions taken by the School District in response to any Event of Default by the Provider.

I. No Additional Obligation. The Parties acknowledge and agree that the School District is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Provider, or with any vendor solicited or recommended by the Provider.

J. Agreements with Vendors. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Provider to vendors shall be subject to the approval of the School Board. The School District shall not be liable to any vendor or other third party for any agreements made by the Provider purportedly on behalf of the School District, without the knowledge and approval of the School Board.

K. Mutual Cooperation. The School District agrees to cooperate with the Provider in the performance of the Services, including meeting with the Provider and providing the Provider with such non-confidential information that the School District may have that may be relevant and helpful to the Provider's performance of the Services. The Provider agrees to cooperate with the School District in the performance of and the completion of the Services and with any other Providers engaged by the School District.

L. News Releases. The Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the School District Manager.

M. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Provider in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the School District. At the School District's request, or upon termination of this Agreement, the Provider shall cause the Documents to be promptly delivered to the School District.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the School District or by the Provider without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt, (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

Cheryl L. Witham
Assistant Superintendent for Finance
and Operations. Oak Park and River
Forest
High School District
201 N. Scoville
Oak Park, IL 60302 2296
Phone: 708-383-0700
Fax: 708-434-3910
E-mail: cwitham@oprfs.org

with a copy to: Robbins Schwartz, Nichols Lifton and
Taylor, LTD.
55 West Monroe Suite 800
Chicago, IL 60603
Attention: Howard Metz
E-mail: hmetz@rsnlt.com
Phone: 312-332-7760
Fax: 312-332-7768

Notices and communications to the Provider shall be addressed to, and delivered at, the following address:

Nancy Mutterer
Special Education Systems, Inc.
4100 Warren Ave.
Hillside, IL 60162
Phone: 708-449-1310
Fax: 708-449-0474
Email: nancy.mutterer@menta.com

with a copy to: Mr. Kenneth J. Carwell
Special Education Systems, Inc.
1720 North Randall Road
Aurora, Illinois 60506
Phone: 630-907-2400
Fax: 630-907-0189
Email: Kenneth.carwell@menta.com

with a copy to: Robert T. Cichocki
Arnstein & Lehr LLP
120 S. Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Phone: 312-876-6926
Fax: 312-876-0288
Email: Rtcichocki@arnstein.com

E. Third Party Beneficiary: No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Provider shall be made or be valid against the School District.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Law. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the School District and the Provider with respect to the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Exhibits. Exhibits A and B, if attached hereto, are incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of the Agreement shall control.

L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

M. Counterparts. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

EXECUTED this _____ day of _____, 2012.

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT

By _____
Title _____

Attest:

Title _____

SERVICE PROVIDER

By _____
Title _____

EXHIBIT A

Drivers and Training

All buses shall be operated at all times by trained, competent and prudent drivers who shall meet the requirements for school bus drives as set forth by the Illinois State Board of Education, "Illinois School Bus Driver Information".

It is understood that the Contractor, its officers, agents and employees shall be considered, and at all times, act in the capacity of an Independent Contractor and not as an employee of the District, for any purpose, and shall not acquire either by contract or operation of law any rights or benefits provided for employees of the District. The Contractor shall not hire or retain any individual that has been convicted for one of the offenses listed in Section 10-21.9 of the School Code. Fingerprinting and background checks of all drivers must be provided to the District.

The Contractor shall establish and implement a screening, hiring and training program which includes the following as a minimum:

1. Driver completes a written application form, which is provided by the Contractor including references.
2. The Contractor shall conduct a background check of the applicants driving record. Contractor must insure that the applicant has had no conviction against public morals or a felony charge. Aides and drivers must also be subject to drug screening. The applicants driving record which is obtained from the State of Illinois, shall be available from the State of Illinois and shall be available, upon request, to the Chief Financial Officer or her appointed representative.
3. Contractor must provide adequate pre-service training, so that the driver has a thorough knowledge of the State of Illinois traffic laws and regulations. In addition, the Contractor must provide sufficient behind the wheel training before the driver takes his school bus/vehicle road test with the Department of Motor Vehicles.
4. Applicant drivers must pass physical, written and road tests and obtain appropriate licensure for the transport of students in the vehicle the driver is driving per Illinois Vehicle Code.
5. The contractor must provide route training before the driver is given the responsibility of transporting students. A specific map of the route indications with exact locations for the names of pick-ups and drop-offs shall be provided.

EXHIBIT A

6. The Contractor must provide pre-service and on-going in-service training programs for the bus drivers. Drivers shall be required to attend the meetings. A minimum of six (6) in-services meetings shall be held each school year with a minimum length of one (1) hour each. The meeting topics and a printed training manual shall be geared to driver needs, including safety, discipline, drills, etc.
7. Whenever buses are in route, a responsible person shall be at the base dispatch with communication available.
8. Sufficient numbers of regular and substitute drivers are to always be available and properly trained so that full transportation service is always available.
9. The Contractor will be responsible for proper supervision over the drivers to insure the routes are being run correctly and on time.
10. The District retains the right to require the re-assignment of a driver or aide upon the request of the Assistant Superintendent for Finance and Operations.
11. Drivers shall be responsible for loading and unloading students and the discipline of the students while on the bus. Corporal punishment will not be used. The District shall assist the Contractor with the Contractor's responsibility in accordance with District policy. All bus conduct rules shall be obeyed by both students and drivers. This shall include no smoking. Drinking beverages, eating, profane language, etc.
12. The drivers shall be responsible for a complete safety test BEFORE leaving on any trip. This test shall consist of, but not be limited to the following: rear safety door, windows, fuel, tires, electrical system, including lights.
13. The Contractor's drivers and or aides shall assist special education students on and off the vehicles and have responsibility for safely sitting such students and for properly applying the safety locks and restraining devices which are provided for the safety of said students.
14. This section shall not conflict with standards set forth by the Illinois Department of Transportation and the State Board of Education Standards for School Bus/Vehicle Drivers. All drivers will meet standards as set forth by the Illinois Department of Transportation and the State Board of Education.

EXHIBIT A

Routing and Student Discipline

1. The Contractor shall be responsible for the establishment of all bus/vehicle routes. These will be developed to ensure safe and efficient service as outlined in this agreement. Copies provided to the District upon request.
2. The Contractor shall provide to the District all necessary information, which is needed in the preparation by the District of the Annual Claim for The Pupil Transportation Report, and any other reports as required by the State Board of Education or for the Board of Education.
3. Only students and school-authorized personnel will be permitted to ride on buses used for school purposes.
4. It is to be understood that decisions on disciplinary problems, suspensions or expulsions will rest with the Board of Education. The driver is responsible only for discipline required to operate the bus/vehicle safely, beyond this point he/she should ask for assistance. If, in the opinion of the driver, the behavior of any person on the bus/vehicle threatens or prohibits the driver from operating the bus/vehicle without endangering passengers on the bus/vehicle, the driver shall stop the bus/vehicle and call the District, as soon as possible, the driver shall report such occurrence to the Contractor's central dispatch and if absolutely necessary contact the police. Also, under these conditions no student to be allowed to leave the bus/vehicle. When the driver returns to central dispatch an incident report is to be completed. Under no circumstances may a driver refuse to transport a student who is assigned to his/her bus/vehicle without the written consent from the District.
5. The Contractor shall, within 24 hours of any incident, advise Director of Special Education as to which students on the bus/vehicle are most directly related to all serious misbehavior on their bus/vehicle and shall assist the District in obtaining whatever information is desired concerning the incident.
6. All vandalism damages to the Contractor's equipment will be the responsibility of the Contractor. However, the District will assist the Contractor in seeking restitution for malicious damage to its equipment. The Contractor shall report to the Assistant Superintendent for Finance and Operations. all pertinent information regarding incidents of vandalism including date, route, and if possible the name of the perpetrator.
7. In going to and returning from school or off site area learning centers, the bus/vehicle driver shall leave the point of origin for each route at a scheduled time and shall complete the route with a minimum variance of time.

EXHIBIT A

8. No bus/vehicle shall be loaded with any passengers beyond the capacity of the bus/vehicle.
9. If a student should become ill during the school day, it is the responsibility of the parent to pick-up the student.

EXHIBIT A

School Buses/Vehicles

1. All school buses/vehicles used in the performance of this contract shall be owned by the Contractor.
2. Drivers must be able to stay in contact with central dispatch at all times. Include in your bid a description of the communication system used to remain in contact with your drivers.
3. At any time during the performance of this agreement, the average age of all buses/vehicles shall be no more than eight (8) years old and no bus/vehicle shall be more than twelve (12) years old. Annually, within (5) days of the start of school each year, the Contractor shall supply the Purchasing Coordinator with a listing of buses/vehicles used in for District transportation purposes which shall include and serial number of each bus/vehicle.
4. The contractor shall keep all school buses/vehicles used in the performance of the transportation requirements in a good state of maintenance and repair. The passenger section shall be kept in a clean and sanitary condition. The Contractor shall cause each school bus/vehicle to be inspected in accordance with standards set forth by the Illinois State Board of Education and the Illinois Department of Transportation as well as local, state and federal standards, but under no circumstances shall there be less than two (2) inspections per year. All vehicles must carry and display a current school bus/vehicle safety sticker at all times.
5. The Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Standby vehicles shall meet the same standards as other vehicles.
6. The Contractor will provide the District with assurances that the vehicles will be kept in a location so as not to interrupt service.

EXHIBIT A

Safety Precautions

1. All traffic regulations must be observed at all times.
2. Each driver shall remain with his bus/vehicle at all times whether in route or at a school building.
3. Each driver shall use care to guard the students, prevent undue crowding, and maintain order on the bus/vehicle without use of force or fear. Any student refusing to obey the driver will be reported to the school authorities whose decision and action in the matter will be final.
4. All students riding the buses/vehicles will be delivered to their designated stops. No student shall be allowed to get off at a stop other than his/her designated stop.
5. All accidents/collisions must be immediately reported to central dispatch. Central dispatch must immediately contact the Assistant Superintendent for Finance and Operations., the Director of Special Education and the students' parents.

Evaluation

The District's representative and the Contractor shall meet at least quarterly to discuss the level of performance. The Contractor shall receive written notice of any unsatisfactory evaluation.

Payment

The Contractor shall submit invoices no later than five (5) days after the end of the month. Payment will be mailed monthly, the week following the Board meeting. The Board of Education usually meets the fourth Thursday of the month.

EXHIBIT A

Insurance

1. The Contractor shall obtain and maintain in full force and effect during the term of this proposed contract an insurance policy of public liability, property damage and bodily injury insurance insuring all passengers and parties at all times issued by an insurer authorized to transact business in this State. Such policy shall cover the Contractor, operator and the District with the District specifically named as an additional insured in the policies for general liability and Automobile Liability. A Certificate of Insurance must be filed annually, prior to the commencement of the school year, with the District stating policy limits.

2. The Contractor shall, at its own expense, keep with companies, satisfactory to the District, insurance protections as follows:

Workers Compensation

- Coverage A. Statutory
- Coverage B/Employee Liability
- Each accident: \$500,000
- Each Employee: \$500,000
- Policy Limit: \$500,000

Vehicle Insurance

- Liability 1,000,000 combined single limit
- Uninsured/Underinsured Motorist \$1,000,000. But in no event less than minimum required by state statute

Commercial General Liability

- Liability \$1,000,000 per occurrence
- Aggregate \$2,000,000

Umbrella Liability policies shall be provided at a combined limit of \$20,000,000 and must follow the Comprehensive General Liability, Automobile Liability and Employer's Liability.

3. Insurer providing above coverage must have a current rating of "A" or better as provided by A.M. Best's rating system.

4. If for any reason the insurance is cancelled, the insurance company will notify the District thirty (30) days in advance of any full or partial cancellation and ten (10) days in advance for non-payment of premiums.

5. The Contractor must name the District as an additional insured on a primary basis for General Liability.

EXHIBIT A

6. Contractor's Certificate of Insurance provided to District dated June 1, 2012, is satisfactory evidence of coverage.

EXHIBIT A

Breach of Contract

1. If the Contractor shall violate, breach or fail to perform any of the terms or conditions herein contained, including the provisions of the statutes, rules and regulations referred to above, the contract shall, at the option of the Board of Education, be void and the said District shall be entitled to damages, including attorney fees, resulting from said breach or failure on the part of the Contractor. The partial or total failure of the Contractor to perform its services as result of extreme weather conditions, impassible roads or Acts of God shall not be judged a breach of the proposed contract, however, the Contractor shall not be paid for any lack of total performance. If terminated, said termination shall be effective on the date stipulated by the Board, but shall not be less than five (5) days after receipt of written notice by the Contractor.
2. If, in the opinion of the District, minor contract violations and/or non-performance problems occur, the District shall be entitled to damages including but not limited to attorney fees incurred in enforcing such breach.
3. If, in the opinion of the District, performance is deemed unsatisfactory, the District shall provide written notice to the Contractor, the Contractor will have a 60-day period to remedy the situation. If the situation is not corrected in the 60-day time period, the District has the right to provide 60-day written notice of service termination.

Indemnification

The Contractor is responsible for and shall hold harmless, indemnify and defend Oak Park and River Forest High School District 200, its agents, its employees and the School District Board Members from and against any loss, damage, injury, liability and claims or expenses by reason of any loss, personal injury, death or other damage that may be done to or suffered by any person, including employees of the Contractor, or the School District, arising in connection with the operations to be carried on by the Contractor.



SPECIAL EDUCATION SYSTEMS

2012-2013 Transportation Rates for Oak Park and River Forest High School District No. 200

For the 2012-2013 school year there will be a 1% increase in the standard rate. Additionally, we will continue to bill a 30 cent surcharge when the cost per gallon of gasoline exceeds \$3.25.

The following is the 2012-2013 rate structure based on gas costs for students traveling in the range of 7 to 15 miles to school.

Standard Rate	\$3.25 per Gallon	\$3.50 per Gallon	\$3.75 per Gallon	\$4.00 per Gallon	\$4.25 per Gallon	\$4.50 per Gallon
\$42.33	\$42.63	\$42.93	\$43.23	\$43.53	\$43.83	\$44.13

The transportation rate level to be used is based on actual gas costs incurred in the previous month. For example, if the cost per gallon during October 2012 is \$3.78, the November billing for 7 to 15 miles will be \$43.23. If the cost per gallon in November 2012 decreases to \$3.58, December billing will be at the rate of \$42.93.