

February 1, 2019

Joe Hart Illinois Education Association – NEA 1860 West Winchester Rd, Suite 202 Libertyville, IL 60048

VIA EMAIL - Joe.Hart@ieaneaorg

Re: FOIA Request Dated January 22, 2019 and received January 22, 2019

Subject: A request for the following information:

- 1. The names of all non-certified support staff employed by Community Unit School District 308, excluding any staff already represented by an IEA-affiliated local;
- 2. Their job titles:
- 3. Their date of hire:
- 4. Their work building and its address;
- 5. The number of hours they are scheduled or have worked per week;
- 6. The number of hours they are scheduled per year;
- 7. Their collective bargaining unit status (i.e. whether or not they are covered by a collective bargaining agreement) and, if they are in a bargaining unit, the name of the labor organization with which that unit is affiliated.
- 8. Copies of any contracts the district has with subcontractors currently engaged in district support staff work (e.g. transportation services, food services, custodial services, etc.)

Dear Ms. Simpson:

This letter will serve as Oswego Community Unit School District 308's response to your January 22, 2019 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select Our District > Freedom of Information Act Request > FOIA Request Responses, then select FOIA ID #18-68.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Freedom of Information Officer

Mary Anne Buckley

Full Name Last-First-Middle	Assignment Title	Hire Date	Base Location Building Name	Address	Weekly	Annual Hours	Bargaining Unit
AGUILERA, AUBREY K.	SPED SEC EXEMPT-IDEAGRANT	07/01/2016	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
BEANE, ASHLEY M.	SIGN LANGUAGE INTERPRETER	01/07/2019	TRAUGHBER	570 Colchester Oswego, IL 60543	37.5	1342.5	EXMP
BECKER-JESSUP, LORETTA M.	DIGITAL COMMUN SPEC	01/02/2018	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
BINKOWSKI, ALMA D.	BILING PARENT LIAISON	02/17/2015	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
BLUML, MADISON P.	SIGN LANGUAGE INTERPRETER	08/13/2018	PRAIRIE POINT	3650 Grove Rd. Oswego, IL 60543	37.5	1342.5	EXMP
BOMBARD, REBECCA L.	SIGN LANGUAGE INTERPRETER	10/03/2016	TRAUGHBER	570 Colchester Oswego, IL 60543	37.5	1342.5	EXMP
BORREGO, STACEY L.	SIGN LANGUAGE INTERPRETER	08/17/2016	TRAUGHBER	570 Colchester Oswego, IL 60543	37.5	1342.5	EXMP
BRANDL, CHRISTINE A.	SIGN LANGUAGE INTERPRETER	08/17/2016	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	37.5	1342.5	EXMP
BUCKLEY, MARY A.	ACCOUNTING ANALYST	08/01/2017	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
CALPIN, ANNEMARIE	SUB AND LEAVE SPECIALIST	05/16/2014	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
CARD, KATRENA M.	PHYSICAL THERAPIST	08/14/2017	THOMPSON	440 Boulder Hill Pass Oswego, IL 60543	28	1064	EXMP
CHAVEZ, LILIANA A.	DIST TRANSLATOR (SPANISH)	08/07/2018	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
CHEARO, ROBYN M.	SIGN LANGUAGE INTERPRETER	08/17/2016	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	37.5	1342.5	EXMP
COAN, URSULA	EXEC ADM ASST SUPER & BOE	08/26/2013	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
COCHRAN, RHONDA J.	SIGN LANGUAGE INTERPRETER	08/17/2016	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	37.5	1342.5	EXMP
CORRADI, REBECCA J.	TRANSPORTATION DISPATCHER	06/10/2014	TRANSPORTATION	55 Stonehill Rd. Oswego, IL 60543	40	2080	EXMP
CORRAL, YARIVICKI	ST SV INFORMATION SPCLST	05/02/2011	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40		EXMP
COSTA, NICOLE M	DISTRICT MAINTENANCE	11/13/2018	MAINTENANCE DEPT	71 Stonehill Rd. Oswego, IL 60543	40	2080	EXMP
D'ALEO , VICTORIA R.	HR INFORMATION SYS SPEC	10/21/2002	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
DOLENAK, KAITLYN M.	SEC TO DIR OF FINANCE	11/15/2016	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
DURKEE, DARCY A.	SPED SEC EXEMPT-IDEAGRANT	01/09/2017	TRANSITION CENTER	1008 Douglas Rd. Oswego, IL 60543	40	2080	EXMP
EARLEY, MICHELLE A.	PARENT EDUCATOR-ELC	02/01/2017	BROKAW	1000 Fifth Street Oswego, IL 60543	40	2080	EXMP
ENDERS, JUNE V.	SIGN LANGUAGE INTERPRETER	08/14/2017	PRAIRIE POINT	3650 Grove Rd. Oswego, IL 60543	37.5		EXMP
FARLEY, DIANE E.	PHYSICAL THERAPIST	08/15/2016	THOMPSON	440 Boulder Hill Pass Oswego, IL 60543	21		EXMP
GOMEZ, MARYSELY	ADM ASST DIST STU SRVCS	12/04/2017	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40		EXMP
KAJTSA, ANGELA M.	PHYSICAL THERAPIST	08/15/2016	THOMPSON	440 Boulder Hill Pass Oswego, IL 60543	32	1216	EXMP
KING, KANDI C.	TECH/COMM ADMIN ASST.	07/14/2016	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40		EXMP
KING, LAURETTA M.	DAC SECRETARY	04/24/2000	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
KRACHTUS, CYNTHIA R.	EXEC ADM ASST COM/ASC SUP	05/01/2013	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40	2080	EXMP
KUCHEROV, ANDREY	TECH THEATRE/AV ASSISTANT	08/11/2016	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	As needed	802.25 as of 1/15/19	EXMP
LANSKY, KAREN L.	ADM ASST TO EXEC DIR HR	07/01/2007	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40		EXMP
LEWIS, KRISTINA E.	PHYSICAL THERAPIST	08/15/2016	THOMPSON	440 Boulder Hill Pass Oswego, IL 60543	16	608	EXMP
MACDONALD, KRISTINA M.	SIGN LANGUAGE INTERPRETER	08/17/2016	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	37.5		EXMP
MAGNUSON, PAUL W.	SIGN LANGUAGE INTERPRETER	06/06/2016	PRAIRIE POINT	3650 Grove Rd. Oswego, IL 60543	37.5	1342.5	EXMP
MCGOWAN, SARA B.	SIGN LANGUAGE INTERPRETER	08/13/2018	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	37.5		EXMP
MCNAMARA, ELIZA D.	SIGN LANGUAGE INTERPRETER	08/15/2016	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	37.5		EXMP
MILKA, DAWN L.	SIGN LANGUAGE INTERPRETER	08/17/2016	TRAUGHBER	570 Colchester Oswego, IL 60543	37.5	1342.5	EXMP
MILLER, LAUREN A.	SIGN LANGUAGE INTERPRETER	08/13/2018	PRAIRIE POINT	3650 Grove Rd. Oswego, IL 60543	37.5	1342.5	EXMP
NELSON, KIWANDA S.	TRANSPORTATION DISPATCHER	10/24/2018	TRANSPORTATION	55 Stonehill Rd. Oswego, IL 60543	40	2080	EXMP
NERVIS, DEBORAH A.	SEC DIR FAC CONST & DEVEL	09/25/2012	MAINTENANCE DEPT	71 Stonehill Rd. Oswego, IL 60543	40		EXMP
ODUM, KRISTIN J.	DAC SECRETARY	08/24/2007	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40		EXMP
OROZCO, ESTELA	TRANS OPERATIONS ROUTER	09/25/2018	TRANSPORTATION	55 Stonehill Rd. Oswego, IL 60543	40	2080	EXMP
PHELAN, JULIE A.	SIGN LANGUAGE INTERPRETER	08/13/2018	PRAIRIE POINT	3650 Grove Rd. Oswego, IL 60543	37.5		EXMP
PIETRAROSSO, DANETTE M.	PAYROLL SPECIALIST	08/13/2007	DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40		EXMP
REIDY, PAULA R.	TRANSPORTATION DISPATCHER	05/10/2017	TRANSPORTATION	55 Stonehill Rd. Oswego, IL 60543	40	2080	EXMP
RUEB, JULIE A.	SIGN LANGUAGE INTERPRETER	08/17/2016	OSWEGO HIGH SCHOOL	4250 Rt. 71 Oswego, IL 60543	37.5		EXMP
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SANCHEZ, ESTEFANY M.	TECH THEATRE/AV ASSISTANT	08/11/2016 OSWEGO EAST HIGH SCHOOL	1525 Harvey Rd. Oswego, IL 60543	As needed
SAUER, SHARON M.	RECRUITING SPECIALIST	12/10/2013 DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40
SELLEN, BETTY A.M.	MEDICAID BILL SPECIALIST	04/25/2016 DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40
SMITH, DEBORAH L.	BOOKKEEPER	01/18/1994 DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40
SOTO, JANICE M.	HUMAN RESOURCE ASSISTANT	08/15/2005 DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40
ST. CLAIR, VIRGINIA P.	CERT OCCUP THERAPIST ASST	08/15/2016 MURPHY J.H.	26923 West Grande Park Blvd. Plainfield, IL 60585	32
STIEFKEN, MEGAN L.	MUSIC THERAPIST	08/15/2016 EAST VIEW ACADEMY	4209 Rt. 71 Oswego, IL 60543	40
STIER, DORIS H.	SIGN LANGUAGE INTERPRETER	08/17/2016 PRAIRIE POINT	3650 Grove Rd. Oswego, IL 60543	37.5
ZAMBELAN , CARRIE M.	EXEC ASST TO ASST SUP BUS	09/10/2013 DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40
ERRY, LEE A.	SIGN LANG INTERPER FLOATE	08/17/2016 PRAIRIE POINT	3650 Grove Rd. Oswego, IL 60543	37.5
HOMAS, SHANNON L.	PHYSICAL THERAPIST	02/15/2017 THOMPSON	440 Boulder Hill Pass Oswego, IL 60543	40
/ANDENBERG, AMY R.	SPECIAL ED OFFICE MANAGER	04/15/2016 DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40
VURSTER, SHERI L.	SECRETARY TEACH & LEARN	08/01/2017 DISTRICT ADMIN CENTER	4175 Rt. 71 Oswego, IL 60543	40
ALEWSKI, BRIDGET A.	SIGN LANGUAGE INTERPRETER	08/14/2017 TRAUGHBER	570 Colchester Oswego, IL 60543	37.5

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2080	EXMP
1342.5	EXMP
2080	EXMP
2080	EXMP
2080	EXMP
1342.5	EXMP

TRANSPORTATION CONTRACT EXTENSION BETWEEN OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308 AND SEPTRAN, INC.

This Transportation Contract Extension ("Contract"), is made and entered into this _____ day of April, 2018, by and between the Board of Education, hereinafter the "Board", of Oswego Community Unit School District 308, 4175 Route 71, Oswego, Illinois 60543, hereinafter referred to as "District", and Septran, Inc. of 2601 Navistar Drive, Lisle, IL 60532, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, District, a school district in need of pupil transportation services, issued a Request for Proposals including bid specifications and associated bid documents (collectively "District's RFP") soliciting proposals from qualified transportation providers, and

WHEREAS, Contractor, a school bus transportation provider authorized to do business in the State of Illinois, submitted a Base Proposal ("Contractor's Proposal") in response to the RFP and was selected by the District to provide such transportation.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the sums hereinafter set forth, Contractor will provide special education transportation services for resident students of District from whom District shall order such transportation under the following terms and conditions:

1. Term:

The initial term of the Contract began July 1, 2016 and will end June 30, 2018. It is herein agreed the initial contract shall be extended for two (2) additional one year periods as approved by the District in accordance with the original RFP.

The Contract is for a minimum occurrence of daily routes operating 180 days at the unit rates noted on Appendix M. If the actual number of operating day's falls below the dates noted during any school year, including those cancelled for inclement weather or other circumstances, then Contractor will invoice District and District agrees to pay a sum equal to 40% of the daily charges for daily routes for each day the number of operating day's falls below the days noted. District at its option may require Contractor to conduct two hours of employee training on an invoiced non-operating day.

2. <u>District RFP and Contractor Proposal Changes:</u>

District and Contractor agree to remove all "Clarifications", items 1 through 28 as stated in the Contractor's Proposal except as stated herein.

2.14 To the extent cause by Contractor, and to the fullest extent permitted by law, Contractor shall indemnify, keep and save harmless the Board, their agents, officials, employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses arising from or related to any act, negligence or omission of Contractor or its employees in performing under the Contract, and Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorneys costs and any other expenses arising there from or incurred against the Board in any such action, except to the extent caused by any negligence of the Board or its employees.

- 2.16 District 308 Right of Termination is removed from the agreement in its entirety.
- 2.17 At such time District determines Contractor has failed to perform the obligations of the Contract and a penalty is to be assessed, District will notify Contractor via email within five business days of awareness of the failure and the penalty will be credited on the subsequent Contractor's invoice. Should District not inform Contractor within five business days of awareness, Contractor shall be relieved of its obligation to pay said penalties for the event. When Contractor is found to be in default, Contractor shall correct the default within seven (7) calendar days. All remaining provisions shall remain in effect. In the event the Contract is terminated as a result of default by Contractor, the whole Contract will be terminated. District shall be liable for payment for all services rendered under the payment provisions of Contract through the effective date of default.
- 2.23 The cost of a performance bond equaling 100% of annual projected revenue is included in the unit rates as listed on Contractor's Proposal Appendix M. If requested in writing by District on or before July 1st of each contract year, District can wave the performance bond requirements. If waved the annual cost of the performance bond of \$8,564.46 will be credited to District.
- 2.3 District agrees the Contractor's Proposal is based on the compensation package presented in the Contractor's Proposal and are not designed to meet the requirements of the provisions of the Third Party Non-Instructional Services Provision of Public Act 095-0241 (105 ILCS 5/10-22.34c) for the outsourcing of District employees given that the Contractor's Proposal was for services that were previously outsourced with a third party contractor.
- 3.2E/F Lap Shoulder Belt combinations shall not be considered basic equipment nor required of Contractor.
- 3.2I Contractor agrees to provide one portable handheld radio programmed to hear the Contractor, buses and base station for District liaison to monitor radio traffic and aide in coordinating emergencies. The parties agree that any desired contact to bus drivers be made through the Contractor's dispatch office.
- 3.2J Each bus shall be equipped with digital camera technology, to ensure the safety and wellbeing of all riders. At a minimum the system should have two viewing angles (driver/door and aisle/seating area) as well as clear audio. In addition the system should record in color and be viewable in low light conditions. The system must be able to store a minimum of fifteen (15) days of video. District and Contractor acknowledge that the digital camera system may maintain video and audio for only a finite period of time before it is overwritten by the system as part of the system's normal course of operation. If District does not request copies of audio or video footage prior to the system overwriting them as normal course of operation, then Contractor shall not be liable. However, Contractor shall not delete, or cause the system to overwrite, audio or video footage outside of the system's normal course of operation. Contractor shall provide video/audio footage requested in writing by District prior to 10:00 a.m. by no later than 3:00 pm of that same day. Contractor shall provide video/audio footage requested in writing by District after 10:00 a.m. by noon the following business day. Contractor will be assessed a \$150.00 penalty each time a video request is not fulfilled within the time limits or when a video is not accessible. The parties agree that the time limit will be waived when the vehicle is on a long distance route or trip, off-site for service or other matters outside of Contractor's control where the vehicle is unable to be returned in time for Contractor to reasonably be able to retrieve the video. Contractor understands that District has sole rights to the video and audio

and District must approve all distribution and viewing of any video of District students, routes, etc. Contractor shall cooperate with District regarding and adhere to the District's policies, procedures, rules and regulations relating to, the use of audio and video surveillance tapes, viewing and disclosure thereof in connection with any Student disciplinary or other actions relating to Students arising from Transportation Services. Contractor agrees to promptly furnish to District any requested audio or video surveillance footage. Except in the event caused by the Contractor, its employees or agents, Contractor shall not be liable for District's failure to obtain the proper student/parent authorizations or if District improperly uses the video surveillance footage.

Contractor Provided Medical Services:

Contractor will provide First Aid, CPR, and Epi-Pen training subject to Contractor's guidelines, a copy of which will be provided to and approved by District's Director of Health Services or designee. Contractor will not provide other medical services, including, but not limited to: Versa Magnet; Diastat; or Tracts and tube medical procedures unless such services are required of a private school contractor by State or Federal law. Should a student require these procedures, District shall provide a suitably trained individual to ride along with the student to address their needs. Contractor shall work closely with District Administration, families, and emergency responders to prepare a medical emergency plan to address individual students as necessary and may include procedures to be included in a sealed envelope to remain with the student in their backpack and with Contractor's dispatchers who would be the first to alert the emergency responders.

3. Scope of Services Required: Contractor shall, during the term of this Contract, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services as described in the Contract, District's RFP and Contractor's Proposal. In the event of a conflict between these documents the provisions of this Contract will control. Otherwise, the terms of the District's RFP shall govern the parties' relationship, in the following order of precedence: 1) District's RFP and 2) Contractor's Proposal.

District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District further agrees to maintain a minimum of five (5) route packages with use of Type A yellow school buses at the rates established in Appendix M (Base Bid). The remaining route packages will be operated in Multi-Purpose School Vehicles at the rates supplied in Appendix M (Alternate Bid-MPV). District may increase or decrease services to be provided by Contractor under the Contract but shall maintain a minimum of twenty-eight (28) route packages.

4. Compensation and Billing: Commencing on July 1, 2018, In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the daily rates set forth in the Contractor's amended Appendix M: Request for Pricing Proposal Summary Part Two (revised date 2-27-18) as provided herein. The fuel mileage calculations and the excess route hour calculations will be calculated starting and ending at the nearest District boundaries to Contractor facility.

Said sums shall be paid monthly upon the presentation to District of the number of days actually run in the preceding month. These sums shall be paid no later than thirty (30) days after receipts of statement for services rendering during the previous month provided

Contractor has submitted all invoicing and supporting documentation in a timely manner according to the RFP. Payments by credit card will not be accepted. In the event that payments are not received within sixty (60) days, service may be discontinued until such time Contractor has received all sums due.

The monthly home to school invoice will be itemized to include a proration of the Contractor's startup costs related to the initial transition to contracted services. The proration of startup costs are included in the monthly billing are used for Contractor accounting practices only and are not an additional cost to the District.

- 5. Routes: The routes to be followed by said buses shall be established by District with the consultation of Contractor and shall be provided to Contractor at least 14 days prior to the start of school for each school year. Any change or elimination thereafter of the routes the buses travel may be made by District, if deemed necessary, but any changes in route shall be immediately made known to Contractor. Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District.
- 6. Personnel: Contractor agrees to provide persons responsible for bus operations as defined in District's RFP. Such persons shall be available for consultation with District regarding Contractor's performance of service under this Contract. District reserves the right to provide a written request via email for the removal from service to District of any Contractor employee doing business for District based upon the reasonable judgment of District as to said employees performance or ability to perform his/her duties provided such request does not violate any laws against discrimination.

District and Contractor agree not to hire, re-hire, or otherwise employ any employee from the other party during the term of the Contract or extension thereof. In the event an employee of the other party is hired, re-hired or otherwise employed during the term of the Contract, the other party shall provide a \$3,000.00 credit for each employee hired, and \$15,000.00 for each supervisor, dispatcher or technician.

Should Contractor be required by law under the Patient Protection and Affordable Health Care Act (PPACA) to provide part-time workers (bus drivers and or bus monitor/aide) health care insurance coverage, District agrees to reimburse Contractor for 50% of Contractors portion of the insurance premium per employee conducting only District work who has elected coverage provided District receives all requested documentation. Contractor shall invoice the cost stated above via the monthly invoice. Contractor will use commercially reasonable efforts to efficiently manage the operation to minimize route hours, total cost to District, and the impact of rising health care costs.

- 7. <u>Prevailing Wage Law:</u> Contractor shall pay the prevailing wage as required by 820 ILCS 130/.01 et seq. to all laborers, workers, and mechanics performing work under this Contract.
- 8. Criminal Background Check: Contractor shall not send to any school property any employee or agent who would be prohibited from being employed by District due to a conviction of a crime listed in 105 ILCS 5/21B-80, or who is listed in the Illinois Sex Offender Registry or the Illinois Murder and Violent Offender Against Youth Registry. Contractor shall present to District upon request proof that each employee who will be sent to any school building or school property has undergone and cleared a fingerprint-based criminal history records check.

- 9. <u>Non-Discrimination Provision</u>: Contractor agrees to comply with the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, the Constitution of the United States, the 1970 Constitution of the State of Illinois and any laws, regulations or orders, State or Federal, which prohibit discrimination on the grounds of race, sex, religion, national origin, inability to speak or comprehend the English language, or by reason of disability.
- 10. <u>Insurance and Indemnification</u>: Contractor, at its sole expense, agrees to provide the insurance coverages as required by District's RFP. District agrees Contractor may obtain the combined single limit bodily injury damage coverage of \$20,000,000 as stated in the District's RFP for each occurrence through a \$10,000,000 Commercial General Liability base policy with an excess liability policy of \$10,000,000.

Certified copies of insurance policies, acceptable to District, will be submitted by Contractor prior to the commencement of any activity under the Contract. All policies will list as additional insured Contractor, District, its Board of Education, both individually and collectively, and all agents, representatives and employees of Contractor and District for claims arising under this Contract. Each policy will affirmatively state that the coverage therein described will not be cancelled until at least thirty (30) days prior written notice has been given to District.

Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of the Contract, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees.

11. Records and Reports: Contractor shall provide within 21 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.

Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.

- 12. Confidentiality: All student data and route information provided to Contractor, its representatives, employees and agents, shall be treated as confidential in accordance with the federal and state confidentiality laws with respect to student records, including, but not limited to, the Illinois Student Records Act (105 ILCS 10/1 et seq.) and the Family Educational Rights and Privacy Act (20 U.S.C. §1232g. 34 CFR Part 99) and shall not be disclosed or provided to any individual not directly responsible for the transportation of said students, unless Contractor has received written authorization from the District to release and/or share any such information.
- 13. <u>Contractor Default:</u> At such time District determines Contractor has failed to perform the obligations of the Contract and a penalty is to be assessed, District will notify Contractor within five business days of awareness of the failure and the penalty will be credited on the subsequent Contractor's invoice. Should District not inform Contractor within five business

days of awareness, Contractor shall be relieved of its obligation to pay said penalties for the event.

- 14. <u>Inclement Weather</u>: Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:30 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of supplemental transportation.
- 15. <u>Assignment</u>: This Contract shall not in any manner be transferred or assigned to or between partners and/or individuals without written consent of the Board, except to Contractor's parent company, affiliates, subsidiaries, or related legal entities which consent shall not be unnecessarily withheld or delayed.
- 16. Force Majeure: In the event Contractor is unable to provide the transportation services as described in the Contract because of acts of God, fire, riot, war, picketing, civil connections, labor dispute, strike, governmental acts, regulations or executive orders or other causes beyond its control, District shall excuse Contractor from performing hereunder and shall have the right to take over the operation of such buses that Contractor is prevented from operating until Contractor is able to resume operations; provided, however, that District shall provide properly licensed drivers, insurance, and indemnification all acceptable to Contractor in its sole discretion. During such period of time, District shall pay Contractor for such buses the amounts otherwise due Contractor after deducting all costs and expenses reasonably incurred by District in operating Contractor's buses. During any such time, District shall keep accurate accounts of all services used by it in maintaining such transportation services, as it performed pursuant to the Contract and of all responsible expenditures made by District for such operations.
- 17. <u>Dispute Resolution</u>: The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under the Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in the Contract shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.
- 18. Status of Contractor: In the interpretation of the Contract and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.
- 19. <u>Severability</u>: In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

- 20. <u>Notice to Parties</u>: All notices to be given by the parties to the Contract shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.
 - 1. Notices to District shall be addressed to:

Derrick S. Berlin Director of Transportation Oswego Community Unit School District #308 55 Stonehill Road Oswego, IL 60543

2. Notices to Contractor shall be addressed to:

Justin Grygiel Region Manager Durham School Services and Septran, Inc. 2601 Navistar Drive Lisle, IL 60532

3. With a copy to:

Attn: Contract Administrator Durham School Services and Septran, Inc. 2601 Navistar Drive Lisle, Illinois 60532

District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

- 21. District's RFP: All items included in the District's RFP, which are not otherwise expressly provided for in the Contract, are hereby incorporated in the Contract. District and Contractor agree to be bound by the terms of the District's RFP to the extent the RFP is not in conflict with the express terms of the Contract.
- 22. <u>Entire Agreement</u>: The Contract and the District's RFP set forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in the Contract and the District's RFP.
- 23. <u>Compliance with the Law</u>: Not withstanding any contrary provision in the Contract, District and Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.
- 24. Change in Law or Scope: Notwithstanding any contrary statements in the Contract or any documents incorporated herein by reference, in the event any federal, state, local, or other governing body's statutes, laws, rules, or regulations impact Contractor's method and/or cost in connection with the provisions of services hereunder (e.g., changes in equipment requirements, changes in service requirements, changes in unemployment insurance benefit requirements, increase in minimum wage, etc.) or in the event there are other material changes in the requirements of District (such as enrollment changes or changes to the vehicle types to be used), and the impact of such changes materially impacts the methods and/or cost of Contractor in connection with providing bus service hereunder during the term of the Contract, Contractor, upon written notice to District, may request a renegotiation of the

Contract which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Contract resulting from such negotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Contract upon a one hundred twenty (120) days' written notice.

- 25. <u>Place of Contract/Controlling Law</u>: The Contract shall be governed by the laws of the State of Illinois. All references in this contract to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Illinois.
- 26. <u>Authority</u>: Both parties warrant that they are properly authorized to enter into the Contract.

<u>IN WITNESS WHEREOF</u>, the respective parties have caused this Contract to be signed and attested by their duly authorized representatives the day and year first above written.

OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308	SEPTRAN, INC.
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Bradley A Banks, School Board President	Septran Authorized Representative
Jared Ploger, School Board Secretary	Title
4/9/18 Date	Date

Amproved by Legal

APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

	Year One	Year Two	Extension Year One	Extension Year Two
ANNUAL BASE BID	SCHOOL YEAR 2016-17	SCHOOL YEAR 2017-18	SCHOOL YEAR 2018-19	SCHOOL YEAR 2019-20
Vehicle / Driver Rates			,	
Level one: Rate per vehicle, per day up to four (4) hours, for a round trip regular education route that is within the boundaries of the School District.	No Bid	No Bid	No Bid	No Bid
Level Two: Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.	\$226.35	\$232.01	\$242.45	\$253.97
Level Three: Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.	\$226.35	\$232.01	\$242.45	\$253.97
Level One and Two Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.	\$12.48	\$12.79	\$13.11	\$13.64
Level Three Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip outside the boundaries of the School District.	\$12.48	\$12.79	\$13.11	\$13.64
Surcharge per wheelchair bus, per day.	n/a	n/a	n/a	n/a
Bus Monitor Rates			<u></u>	
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	\$76.80	\$78.72	\$83.68	\$85.77
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	\$4.80	\$4.92	\$5.23	\$5.36
Field Trip Rate				
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$102.31	\$104.87	\$107.49	\$111.79
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$12.48	\$12.79	\$13.44	\$13.98

APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

	Year One	Year Two	Extension Year One	Extension Year Two
ANNUAL BASE BID	SCHOOL YEAR 2016-17	SCHOOL YEAR 2017-18	SCHOOL YEAR 2018-19	SCHOOL YEAR 2019-20
Vehicle / Driver Rates				
Level one: Rate per vehicle, per day up to four (4) hours, for a round trip regular education route that is within the boundaries of the School District.	No Bid	No Bid	No Bid	No Bid
Level Two: Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.	\$257.32	\$263.75	\$270.34	\$281.15
Level Three: Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.	\$257.32	\$263.75	\$270.34	\$281.15
Level One and Two Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.	\$14.18	\$14.54	\$14.90	\$15.50
Level Three Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip outside the boundaries of the School District.	\$14.18	\$14.54	\$14.90	\$15.50
Surcharge per wheelchair bus, per day.	\$0.00	\$0.00	\$0.00	\$0.00
Bus Monitor Rates				
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	\$76.80	\$78.72	\$83.68	\$85.77
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	\$4.80	\$4.92	\$5.23	\$5.36
Field Trip Rate				
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$116.31	\$119.22	\$122.20	\$127.09
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$14.18	\$14.54	\$15.28	\$15.89

TRANSPORTATION CONTRACT EXTENSION BETWEEN COMMUNITY UNIT SCHOOL DISTRICT 308 AND FIRST STUDENT, INC.

This Transportation Contract Extension ("Contract"), is made and entered into this _____ day of April, 2018 by and between Community Unit School District 308, 4175 Route 71, Oswego, Illinois 60543, hereinafter referred to as "District", and First Student, Inc., of 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, District, a school district in need of pupil transportation services, issued a Request for Proposals, including bid specifications and associated bid documents (collectively "District's RFP") soliciting proposals from qualified transportation providers, and

WHEREAS, Contractor, a school bus transportation provider authorized to do business in the State of Illinois, submitted a Base Proposal ("Contractor's Proposal") in response to the District's RFP and was selected by the District to provide such transportation.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the sums hereinafter set forth, Contractor will provide regular education transportation services for resident students of District from whom District shall order such transportation under the following terms and conditions:

1. <u>Term and Extension:</u>

The initial term of the Contract began July 1, 2016 and will end June 30, 2018. It is herein agreed the initial contract shall be extended for two (2) additional one year periods as approved by the District in accordance with the original RFP.

2. District's RFP and Contractor Proposal Changes:

The District and Contractor agree to remove all "Executive Summary and Exceptions" as stated in the Contractor's Proposal except for those stated herein.

- 2.16 District 308 Right of Termination is removed from the Contract in its entirety.
- 2.17 If District determines the Contractor has failed to perform the obligations of the Contract and a penalty is to be assessed, the District will notify the Contractor within five (5) business days of awareness of the failure and the penalty will be credited on the subsequent Contractor's invoice. Should the District not inform the Contractor within five (5) business days of awareness, the Contractor shall be relieved of its obligation to pay said penalties for the event. When the Contractor is found to be in default, the Contractor shall correct the default within seven (7) calendar days. All remaining provisions shall remain in effect. No liquidated damages shall be assessed if Contractor has provided documented proof of a failure or delay due to weather, road construction, traffic delays, inaccurate route directions or non-personnel related situations beyond the control of Contractor. Liquidated damages will be reduced by 50% for each month the Contractor maintains a 97% or above on-time performance rate.
- 3.2E/F Lap Shoulder Belt combinations shall not be considered basic equipment nor required of the Contractor.

- 3.2J Contractor shall provide video/audio footage requested in writing by District prior to 10:00 a.m. by no later than 3:00 pm of that same day. Contractor shall provide video/audio footage requested in writing by District after 10:00 a.m. by noon the following business day. The District shall hold the Contractor harmless for liability of video recordings provided it does not show fault on the part of the Contractor. All other provisions shall remain in effect.
- 3.3A If the District determines the Contractor has failed to provide service and/or modifies, splits, changes or adjusts route directions, packages without approval as stated above, the Contractor will be charged a penalty of \$250.00, per occurrence to be withheld from the next subsequent payment due subject to the notice and assessment provisions of section 2.17A. Any requested route changes shall be implemented within forty-eight (48) hours. Any route change liquidated damages shall not be assessed until three days after the date of the route change. All other provisions shall remain in effect.
- 3.6B The Contractor may provide a dedicated cell phone line in place of a hard wired phone line for private use of the District provided it is accessible at all times. All other provisions shall remain in effect.
- 3.71 The District agrees to provide Epi-Pen usage and Allergy protocol training to the Contractor's employees conducting District work.

Omissions: The District and the Contractor agree to negotiate in good faith items that become relevant to the Contractor's obligations not stated in the Contract, District's RFP or Contractor's Proposal.

Field Trip Conflict Rate: A Conflict Fee of \$100.00 will be charged to the District for a field trip scheduled prior to 9:00 am or between 2:30 &4:30 pm. Rounding hours as defined under regulations 29 CFR 785.48(b) of the Fair Labor Standards Act shall apply when calculating billable field trip hours.

District agrees no liquidated damages shall be assessed during the first fifteen (15) days of school.

3. Scope of Services Required:

Contractor shall, during the term of the Contract, supply and maintain such school buses (in quantity and capacity not to exceed a fleet-wide average age of ten years) and personnel as are required to fulfill District's needs for transportation services as described in the Contract, District's RFP and Contractor's Proposal. In the event of a conflict between these documents the provisions of this Contract will control. Otherwise, the terms of the District's RFP and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: 1) District's RFP and 2) Contractor's Proposal.

District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under the Contract but shall maintain a minimum of fifty (50) route packages. In the event the District requires an increase or decrease in service levels, Contractor shall be afforded a period of five (5) days following implementation of a new route package during which time no liquidated damages may be assessed.

4. Compensation and Billing:

Commencing on July 1, 2018, in consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the daily rates set forth in the Contractor's amended Appendix M: Request for Pricing Proposal Summary Part Two as provided herein. The fuel mileage calculations and the excess route hour calculations will be calculated starting and ending at the closest district boundaries.

Said sums shall be paid monthly upon the presentation to District of the number of days actually run in the preceding month. These sums shall be paid no later than thirty (30) days after receipts of statement for services rendering during the previous month.

- Soutes: The routes to be followed by said buses shall be established by District with the consultation of Contractor and shall be provided to Contractor at least 14 days prior to the start of school for each school year. Any change or elimination thereafter of the routes the buses travel may be made by District, if deemed necessary, but any changes in route shall be immediately made known to Contractor. Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District.
- 6. Personnel: Contractor agrees to provide persons responsible for bus operations as defined in the District's RFP except District agrees the Contractor can provide three full time shared office personnel in lieu of dedicated personnel. Such persons shall be available for consultation with District regarding Contractor's performance of service under the Contract. District reserves the right to request the removal from service to District of any Contractor employee doing business for the District based upon the reasonable judgment of District as to said employees performance or ability to perform his/her duties.
- 7. Prevailing Wage Law: Contractor shall pay the prevailing wage as required by 820 ILCS 130/.01 et seq. to all laborers, workers, and mechanics performing work under this Contract.

8. <u>Insurance and Indemnification:</u>

Contractor, at its sole expense, agrees to provide the insurance coverages as required by District's RFP.

Certified copies of insurance policies, acceptable to District, will be submitted by Contractor prior to the commencement of any activity under the contract. All policies will list as additional insured Contractor, District, its Board of Education, both individually and collectively, and all agents, representatives and employees of Contractor and District for claims arising under the Contract. Each policy will affirmatively state that the coverage therein described will not be cancelled until at least thirty (30) days prior written notice has been given to District.

Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of the Contract or any breach by the Contractor of the terms or requirements of the District's RFP, except

to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees.

Records and Reports:

Contractor shall provide within 21 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.

Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.

10. Confidentiality:

All student data and route information provided to Contractor, it's representatives, employees and agents, shall be treated as confidential in accordance with the federal and state confidentiality laws with respect to student records, including, but not limited to, the Illinois Student Records Act (105 ILCS 10/1 et seq.) and the Family Educational Rights and Privacy Act (20 U.S.C.§1232g. 34 CFR Part 99) and shall not be disclosed or provided to any individual not directly responsible for the transportation of said students, unless Contractor has received written authorization from the District to release and/or share any such information.

- 11. <u>Inclement Weather:</u> Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:30 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of supplemental transportation.
- 12. <u>Assignment</u>: The Contract shall not in any manner be transferred or assigned to or between partners and/or individuals without written consent of the Board of Education, which consent shall not be unnecessarily withheld or delayed.
- 13. Force Majeure: In the event Contractor is unable to provide the transportation services as described in the Contract because of acts of God, fire, riot, war, picketing, civil connections, labor dispute, strike, governmental acts, regulations or executive orders or other causes beyond its control, District shall excuse Contractor from performing hereunder and shall have the right to take over the operation of such buses that Contractor is prevented from operating until Contractor is able to resume operations; provided, however, that District shall provide properly licensed drivers, insurance, and indemnification all acceptable to Contractor in its sole discretion. During such period of time, District shall pay Contractor for such buses the amounts otherwise due Contractor after deducting all costs and expensed reasonably incurred by District in operating Contractor's buses. During any such time, District shall keep accurate accounts of all services used by it in maintaining such transportation services, as it performed pursuant to the Contract and of all responsible expenditures made by District for such operations.

- 14. <u>Dispute Resolution</u>: The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under the Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in the Contract shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.
- 15. <u>Status of Contractor</u>: In the interpretation of the Contract and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.
- 16. <u>Severability</u>: In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.
- 17. <u>Notice to Parties:</u> All notices to be given by the parties to the Contract shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.
 - 1. Notices to District shall be addressed to:

Derrick S. Berlin Director of Transportation Oswego Community Unit School District #308 55 Stonehill Road Oswego, IL 60543

2. Notices to Contractor shall be addressed to:

Ms. Leslie Norgren Area General Manager First Student, Inc. 1717 Park Street, Suite 225 Naperville, IL 60563

With a copy to:

General Counsel First Student, Inc. 600 Vine Street, Suite 1400 Cincinnati, OH 45202

District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

- 18. <u>District's RFP</u>: All items included in the District's RFP, which are not otherwise expressly provided for in the Contract, are hereby incorporated in the Contract. District and Contractor agree to be bound by the terms of the District's RFP to the extent the RFP is not in conflict with the express terms of the Contract.
- 19. <u>Entire Agreement</u>: The Contract and the District's RFP set forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in the Contract and the District's RFP.
- 20. Compliance with the Law: Not withstanding any contrary provision in the Contract, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.
- 21. <u>Place of Contract/Controlling Law</u>: The Contract shall be governed by the laws of the State of Illinois. All references in the Contract to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Illinois.
- 22. <u>Authority</u>: Both parties warrant that they are properly authorized to enter into this Contract.

<u>IN WITNESS WHEREOF</u>, the respective parties have caused the Contract to be signed and attested by their duly authorized representatives the day and year first above written.

OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308	FIRST STUDENT, INC.
Bradley A. Banks, School Board President	Roger Mood First Student, Inc. Authorized Representative
	Sr. Vice President
Jajed Ploger, School Board Secretary	Title
Date 1/19/18	Date 4/4/2018

APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

	Year One	Year Two	Extension Year One	Extension Year Two
ANNUAL BASE BID	SCHOOL YEAR 2016-17	SCHOOL YEAR 2017-18	SCHOOL YEAR 2018-19	SCHOOL YEAR 2019-20
Vehicle / Driver Rates				
Level one: Rate per vehicle, per day up to four (4) hours, for a round trip regular education route that is within the boundaries of the School District.	\$290.02	\$298.72	\$313.66	\$329.34
Level Two: Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.	\$290.02	\$298.72	\$313.66	\$329.34
Level Three: Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.	\$290.02	\$298.72	\$313.66	\$329.34
Level One and Two Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.	\$15.99	\$16.47	\$17.29	\$18.16
Level Three Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip outside the boundaries of the School District.	\$15.99	\$16.47	\$17.29	\$18.16
Surcharge per wheelchair bus, per day.	\$20.00	\$20.60	\$21.63	\$22.71
Bus Monitor Rates				
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	\$73.41	\$75.61	\$79.39	\$83.36
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	\$4.59	\$4.72	\$4.96	\$5.20
Field Trip Rate				
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$90.00	\$92.70	\$97.34	\$102.20
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$11.25	\$11.59	\$12.17	\$12.78