

## Regular Education Routes Only

### APPENDIX K: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

	Year One	Year Two	Year Three	Extension Year One	Extension Year Two
<b>ANNUAL BASE BID</b>	<b>SCHOOL YEAR 2020-21</b>	<b>SCHOOL YEAR 2021-22</b>	<b>SCHOOL YEAR 2022-23</b>	<b>SCHOOL YEAR 2023-24</b>	<b>SCHOOL YEAR 2024-25</b>
<b><i>Vehicle / Driver Rates</i></b>					
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.	\$329.34	\$339.22	\$349.40	\$359.88	\$370.68
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.	Not Bid	Not Bid	Not Bid	Not Bid	Not Bid
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.	Not Bid	Not Bid	Not Bid	Not Bid	Not Bid
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.	\$ 18.16	\$ 18.71	\$ 19.27	\$ 19.84	\$ 20.44
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.	Not Bid	Not Bid	Not Bid	Not Bid	Not Bid
Surcharge per wheelchair bus, per day.	Not Bid	Not Bid	Not Bid	Not Bid	Not Bid
<b><i>Bus Monitor Rates</i></b>					
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	Not Bid	Not Bid	Not Bid	Not Bid	Not Bid
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	Not Bid	Not Bid	Not Bid	Not Bid	Not Bid
<b><i>Field Trip Rate</i></b>					
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$ 105.27	\$ 108.42	\$ 111.68	\$ 115.03	\$ 118.48
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$ 13.16	\$ 13.56	\$ 13.97	\$ 14.38	\$ 14.82

Initials CEM

**APPENDIX K: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO**

	Year One	Year Two	Year Three	Extension Year One	Extension Year Two
<b>ANNUAL BASE BID</b>	<b>SCHOOL YEAR 2020-21</b>	<b>SCHOOL YEAR 2021-22</b>	<b>SCHOOL YEAR 2022-23</b>	<b>SCHOOL YEAR 2023-24</b>	<b>SCHOOL YEAR 2024-25</b>
<b>Vehicle / Driver Rates</b>					
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	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.	\$285.09	\$293.64	\$302.45	\$311.52	\$320.87
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.	\$285.09	\$293.64	\$302.45	\$311.52	\$320.87
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.	\$11.25	\$11.59	\$11.94	\$12.29	\$12.66
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.	\$11.25	\$11.59	\$11.94	\$12.29	\$12.66
Surcharge per wheelchair bus, per day.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Bus Monitor Rates</b>					
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	\$88.56	\$91.20	\$93.92	\$96.72	\$99.64
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	\$5.54	\$5.70	\$5.87	\$6.05	\$6.23
<b>Field Trip Rate</b>					
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$128.87	\$132.74	\$136.72	\$140.82	\$145.04
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$16.11	\$16.59	\$17.09	\$17.60	\$18.13

Initials 

## 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
<b>Vehicle / Driver Rates</b>				
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
<b>Bus Monitor Rates</b>				
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
<b>Field Trip Rate</b>				
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

**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. Term and Extension:

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.

3.7I 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.

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 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. Insurance and Indemnification:

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.

9. 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, 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.

11. Inclement Weather: 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. Assignment: 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. Dispute Resolution: 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. 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.
16. Severability: 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. Notice to Parties: 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. 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.
19. Entire Agreement: 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: Notwithstanding 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. Place of Contract/Controlling Law: 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. Authority: Both parties warrant that they are properly authorized to enter into this Contract.

IN WITNESS WHEREOF, 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


  
Bradley A. Banks, School Board President

  
Jared Poger, School Board Secretary

Date

4/9/18

FIRST STUDENT, INC.

  
First Student, Inc. Authorized Representative

Title

Sr. Vice President

Date

4/4/2018

**APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO**

	Year One	Year Two	Extension Year One	Extension Year Two
<b>ANNUAL BASE BID</b>	<b>SCHOOL YEAR 2016-17</b>	<b>SCHOOL YEAR 2017-18</b>	<b>SCHOOL YEAR 2018-19</b>	<b>SCHOOL YEAR 2019-20</b>
<b><i>Vehicle / Driver Rates</i></b>				
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	TBD	TBD
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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	TBD	TBD
Surcharge per wheelchair bus, per day.	\$20.00	\$20.60	TBD	TBD
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1. **Term and Extension:**

The term of the Contract shall be for two (2) years beginning July 1, 2016 and ending June 30, 2018. The District may, upon written mutual agreement no later than January 15<sup>th</sup> of each extension year, extend the Contract for two one year extensions.

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.

*Penalty*  
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.

3.2E/F Lap Shoulder Belt combinations shall not be considered basic equipment nor required of the Contractor.

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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.

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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) 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:

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 Proposal Appendix M, as may be adjusted from time to time 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.

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 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. Insurance and Indemnification:

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.

9. 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, 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.

11. Inclement Weather: 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. Assignment: 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. Dispute Resolution: 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. **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.
16. **Severability:** 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. **Notice to Parties:** 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:

First Student, Inc.  
1823 Centre Point Circle, Suite A  
Naperville, IL 60563  
Attention: Senior Vice President

With a copy to:

FirstGroup America  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Attention: General Counsel

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. **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.

19. Entire Agreement: 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: Notwithstanding 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. Place of Contract/Controlling Law: 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. Authority: Both parties warrant that they are properly authorized to enter into this Contract.

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

**COMMUNITY UNIT SCHOOL  
DISTRICT 308**

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

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

*[Signature]*  
Secretary

**FIRST STUDENT, INC.**

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

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

*[Signature]*  
Senior Vice President

**First Student Routes Covered Worksheet**  
**SCHOOL YEAR 2017-18**

Date	Route Number	Issue	Notes	Penalty	Daily Rate
8/24/2017	8128	MISSED ROUTE	WE COVERED AM ROUTE		\$ 149.36
8/24/2017	8164	MISSED ROUTE	WE COVERED AM ROUTE		\$ 74.68
8/24/2017	8109	MISSED ROUTE	WE COVERED AM ROUTE		\$ 74.68
8/24/2017	8148	MISSED ROUTE	WE COVERED PM ROUTE		\$ 49.78
8/25/2017	8109	MISSED ROUTE	WE COVERED AM ROUTE		\$ 74.68
8/25/2017	8103	MISSED ROUTE	WE COVERED AM ROUTE		\$ 74.68
8/28/2017	8144	MISSED ROUTE	WE COVERED AM ROUTE		\$ 149.36
8/28/2017	8103	MISSED ROUTE	WE COVERED AM ROUTE		\$ 149.36
8/28/2017	8115	MISSED ROUTE	WE COVERED AM ROUTE		\$ 74.68
8/28/2017	8147	MISSED ROUTE	WE COVERED AM ROUTE		\$ 74.68
8/28/2017	8102	MISSED ROUTE	WE COVERED PM ROUTE		\$ 149.36
8/28/2017	8148	MISSED ROUTE	WE COVERED PM ROUTE		\$ 149.36
8/28/2017	8147	MISSED ROUTE	WE COVERED PM ROUTE		\$ 149.36
8/28/2017	8108	MISSED ROUTE	WE COVERED PM ROUTE		\$ 149.36
8/29/2017	8103	MISSED ROUTE	WE COVERED AM ROUTE		\$ 149.36
8/29/2017	8147	MISSED ROUTE	WE COVERED ALL DAY		\$ 298.72
8/29/2017	8144	MISSED ROUTE	WE COVERED AM ROUTE		\$ 149.36
8/29/2017	8145	MISSED ROUTE	WE COVERED ALL DAY		\$ 298.72
8/29/2017	8129	MISSED ROUTE	WE COVERED ALL DAY		\$ 298.72
8/29/2017	8113	MISSED ROUTE	WE COVERED PM ROUTE		\$ 149.36
8/29/2017	90633	MISSED ROUTE	WE COVERED SHUTTLE		\$ 49.78
8/30/2017	8103	MISSED ROUTE	WE COVERED AM ROUTE		\$ 149.36
8/30/2017	8115	MISSED ROUTE	WE COVERED AM ROUTE		\$ 149.36
8/30/2017	8148	MISSED ROUTE	WE COVERED AM ROUTE		\$ 49.78
8/30/2017	8145	MISSED ROUTE	WE COVERED ALL DAY		\$ 298.72
8/30/2017	8129	MISSED ROUTE	WE COVERED ALL DAY		\$ 298.72
8/30/2017	8147	MISSED ROUTE	WE COVERED PM ROUTE		\$ 149.36
8/30/2017	8110	MISSED ROUTE	WE COVERED PM ROUTE		\$ 149.36
Totals				\$ -	\$ 4,182.06
<b>Credit Due 308</b>					<b>\$ 4,182.06</b>
			REG	\$ -	\$ -
			SPED	\$ -	\$ -
<b>Credit Due 308</b>					<b>\$ -</b>

## First Student Penalty Worksheet

### SCHOOL YEAR 2017-18

Date	Route Number	Issue	Notes	Penalty	Daily Rate
9/5/2017	8159	AM LATE ROUTE	15-20 MINUTES	\$ 100.00	\$ -
9/5/2017	8108	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/5/2017	8103	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/5/2017	OH8143	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 49.79
9/6/2017	8103	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/6/2017	OE8144	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 49.79
9/6/2017	OE8147	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.68
9/6/2017	HC8143	AM LATE ROUTE	15-20 MINUTES	\$ 100.00	\$ -
9/6/2017	8143	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/6/2017	8156	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/6/2017	8162	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/6/2017	OE8109	PM LATE ROUTE	BUS BREAKDOWN	\$ 100.00	\$ -
9/6/2017	PL8109	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/7/2017	PL8140	AM LATE ROUTE	20 MINUTES	\$ 100.00	\$ -
9/7/2017	OE8147	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/7/2017	8156	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/8/2017	TR8162	AM LATE ROUTE	20 MINUTES	\$ 100.00	\$ -
9/8/2017	SB8152	AM LATE ROUTE	30 MINUTES PARENTS CALLED	\$ 100.00	\$ -
9/8/2017	8108	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/8/2017	OE8147	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/8/2017	TR8162	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/8/2017	OE8113	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/8/2017	8129	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/8/2017	BE8137	MISSING VIDEO	NO VIDEO AVAILABLE	\$ 150.00	\$ -
9/11/2017	BE8137	MISSING VIDEO	NO VIDEO AVAILABLE	\$ 150.00	\$ -
9/11/2017	MU8120	AM LATE ROUTE	10-15 MINUTES	\$ 100.00	\$ -
9/11/2017	BE8117	AM LATE ROUTE	10-15 MINUTES	\$ 100.00	\$ -
9/11/2017	CH8110	PM LATE ROUTE	10-15 MINUTES	\$ 100.00	\$ -
9/11/2017	OP8163	PM LATE ROUTE	10-15 MINUTES	\$ 100.00	\$ -
9/11/2017	OE8113	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/11/2017	OE8147	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/11/2017	8109	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/11/2017	8120	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 149.36
9/12/2017	BE8131	MISSING VIDEO	NO VIDEO AVAILABLE	\$ 150.00	\$ -
9/12/2017	HM8126	PM LATE ROUTE	20-30 MINUTES	\$ 100.00	\$ -
9/12/2017	OE8147	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/12/2017	OE8113	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 49.79
9/13/2017	BH8119	LATE VIDEO	PROBLEM WITH VIDEO	\$ 150.00	\$ -
9/13/2017	OE8147	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 74.69
9/13/2017	OE8111	MISSED ROUTE	WE COVERED FOR THE AM ROUTE	\$ 250.00	\$ 49.79
9/13/2017	TR8144	AM LATE ROUTE	15-20 MINUTES	\$ 100.00	\$ -
9/14/2017	TH8103	LATE VIDEO	REQUESTED 9/14 11:58a RECEIVED 9/19 12:20p	\$ 150.00	\$ -
9/14/2017	HC8128	AM LATE ROUTE	20-25 MINUTES	\$ 100.00	\$ -
9/14/2017	TH8119	PM LATE ROUTE	MECHANICAL ISSUES	\$ 100.00	\$ -
9/14/2017	BH8119	PM LATE ROUTE	MECHANICAL ISSUES	\$ 100.00	\$ -
9/14/2017	OE8144	AM LATE ROUTE	10-15 MINUTES	\$ 100.00	\$ -
9/14/2017	HC8164	PM LATE ROUTE	35 MINUTES	\$ 100.00	\$ -
9/14/2017	LB8123	PM LATE ROUTE	25 MINUTES	\$ 100.00	\$ -
9/14/2017	FC8144	PM LATE ROUTE	MECHANICAL ISSUES	\$ 100.00	\$ -

## September

9/27/2017	OH8164	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 149.79
9/27/2017	OH8118	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 149.79
9/27/2017	OE8113	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 46.79
9/27/2017	OH8103	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 46.79
9/28/2017	OE8156	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 74.69
9/28/2017	OH8164	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 74.69
9/28/2017	OH8118	MISSED ROUTE	WE COVERED THE ROUTE ALL DAY	\$ 250.00	\$ 224.48
9/28/2017	OH8103	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 46.79
9/28/2017	MU8120	MISSED ROUTE	WE COVERED THE PM ROUTE	\$ 250.00	\$ 149.79
9/28/2017	HC8156	AM LATE ROUTE	15-20 MINUTES	\$ 100.00	\$ -
9/29/2017	OH8164	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 74.69
9/29/2017	OH8118	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 74.69
9/29/2017	OH8103	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 46.79
9/29/2017	OE8113	MISSED ROUTE	WE COVERED THE AM ROUTE	\$ 250.00	\$ 46.79
9/29/2017	MU8120	MISSED ROUTE	WE COVERED THE PM ROUTE	\$ 250.00	\$ 149.79
9/29/2017	MU8113	MISSED ROUTE	WE COVERED THE PM ROUTE	\$ 250.00	\$ 74.69
9/29/2017	GP8153	PM LATE ROUTE	15-20 MINUTES	\$ 100.00	\$ -
Totals				\$ 24,600.00	\$ 8,116.97
Credit Due 308				\$ 32,716.97	
			REG	\$ -	\$ -
			SPED	\$ -	\$ -
Credit Due 308				\$ -	

FS October Penalties 17-18

### FS November Penalties 17-18



**First Student Penalty Worksheet**  
**SCHOOL YEAR 2017-18**

[illegible]





\$0.00

\$0.00

### FS September penalties

## First Student Penalty Worksheet

### SCHOOL YEAR 2018-19

[illegible]

## FS November penalties

### FS December penalties

### FS January penalties

### FS February penalties

### FS March penalties

## FS April penalties

### FS May penalties

### FS September Penalties

### FS October Penalties

## FS November Penalties

## FS December Penalties

### FS January Penalties

### FS February Penalties

### FS March Penalties