

SEJA 804, LAKE COUNTY  
NORTHERN SUBURBAN SPECIAL EDUCATION DISTRICT  
760 Red Oak Lane, Highland Park, IL 60035

SPECIAL EDUCATION TRANSPORTATION CONTRACT

**I. PARTIES**

This Special Education Transportation Contract ("Contract") is made and entered into by and between the Governing Board of Northern Suburban Special Education District No. 804, Lake County, Illinois, (referred to herein as the "District") and Septran, Inc., having a place of business at 255 Revere Drive, Northbrook, Illinois, (herein referred to as the "Contractor").

Local member public school districts of the Northern Suburban Special Education District are:

Cook County

#27 Northbrook  
#28 Northbrook  
#29 Sunset Ridge  
#30 Northbrook/Glenview  
#31 West Northfield  
#34 Glenview  
#35 Glencoe  
#36 Winnetka  
#37 Avoca  
#38 Kenilworth  
~~#39 Wilmette~~  
#203 New Trier High School  
#225 Glenbrook High School

Lake County

#65 Lake Bluff  
#67 Lake Forest  
#106 Bannockburn  
#109 Deerfield  
#112 North Shore Schools,  
Highland Park  
#113 Deerfield/Highland  
Park High School  
#115 Lake Forest

**II. SCOPE OF THIS CONTRACT**

**A. Statutory Authority**

This Contract is entered into by the District pursuant to authority granted to it under Section 29-6.1 of the *School Code*.

B. Contractor's Obligation

The Contractor shall furnish all equipment (including spares), personnel, repair and maintenance, parts and labor and all fuel required to operate all equipment and all other supplies necessary to adequately and safely transport on time all of those special education students designated by the District to be transported during the regular and summer school term, before, during, and after school hours, for all special education and related purposes pursuant to the terms of this Contract. All equipment, personnel, maintenance, safety route, scheduling, and other matters pertaining to the transportation services shall be provided in accordance with the terms and provisions of this Contract for the compensation set forth herein. In general, the transportation must include on time pick-up at and delivery to the student's home, transfers from one school or other facility to another school or other facility, late buses for activities or sports and other transportation as may be necessary to the education of the student or as required by the District.

C. Applicable Laws

All transportation services, vehicles, and personnel of the Contractor shall comply with each and every rule, regulation, and statute of the federal government, State of Illinois, Illinois State Board of Education, Lake County Superintendent of Educational Service Region, and each local municipality in which the vehicles will be operated. Such laws include, but are not limited to the following:

1. *Illinois Human Rights Act*, July 1, 1993 and its implementing rules and regulations
2. *Equal Opportunity Act*
3. *Illinois Criminal Code*
4. *Prevailing Wage Act*
5. *Americans with Disability Act*
6. *The Illinois School Code*
7. *The Illinois Vehicle Code*

III. REPRESENTATIONS OF THE CONTRACTOR

- A. The Contractor has represented with the submission of its bid and hereby again represents to the District that the following facts and circumstances are true:

1. That the Contractor knows the scope of the Contract, has completely reviewed the general and specific conditions and requirements of the Bid Specification, and is aware of all applicable laws and their requirements.
2. The Contractor has the necessary equipment and personnel (including backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the Contract in accordance with the Bid Specifications and applicable laws.
3. The Contractor acknowledges that the district cannot determine in advance the exact number and location of special education students to be transported pursuant to this Contract since school enrollment and placements fluctuate from year to year.
4. The Contractor acknowledges that his bid was based upon an estimate of the number of students and their location and that the actual list of no less than ninety percent (90%) of the students to be transported will be provided by the District, no later than two (2) weeks prior to the start of school.
5. Septran, Inc. has been a prime carrier of special education students for various Boards of Education and Special Education Cooperatives.
6. The remaining representations set forth in the \_\_\_\_\_ resume submitted with the Contractor's bid and letter dated January 3, 2000 are incorporated herein as though set forth in full.
7. The Contractor has caused the Marquette Capital Bank, of Minneapolis, Minnesota to provide a letters attesting to the financial conditions of Septran, Inc.
8. Contractor represents and covenants that no official, employee or agent of the District (1) has been employed or retained to solicit or aid in the procuring of this Contract; and (2) will be employed or otherwise benefit from this Contract without the immediate divulgence of such fact to the District.
9. In compliance with Section 33E-1 *et seq.* of the *Illinois Criminal Code*, Contractor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has Contractor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Contractor been so convicted nor made such an admission.

10. The Contractor certifies that all of its employees who have or will have contact with students have successfully passed, pursuant to the *School Code*, an Illinois criminal background and investigation check.

11. The Contractor represents that pre-employment interviews are conducted with all prospective bus driver candidates.

B. District's Reliance

The District has relied upon the Contractor's representations, resume and financial condition letter submitted with and after the bid in entering into this Contract with Septran, Inc.

IV. GENERAL PROVISIONS

A. Terminology

**Owner/District** shall mean SEJA District 804, Lake County, Northern Suburban Special Education District (NSSED), 760 Red Oak Lane, Highland Park, Illinois 60035.

**Contractor/Operator** shall mean the individual, firm, or corporation entering into this Contract with the Owner.

**Member School Districts** shall mean the twenty school districts which are members of the District as outlined in Section I of this Contract.

**LICA** shall mean the Low Incidence Cooperative Agreement, a regional joint agreement of which the District is a member, which provides services to forty-eight (48) school districts in the north and northwest suburban area.

B. Interpretation and Errors

In the event that questions shall arise requiring interpretation of this Contract, such questions shall be referred to the Owner whose decision shall be conclusive to all parties. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. The bidder is requested to notify the Owner immediately of any errors or omissions that may be encountered.

C. Bond Requirement

On July 1, 2000, and on or before June 1 of each succeeding school year during the term of this Contract, the Contractor shall furnish to the District an annual contractor's performance bond in the amount of one hundred percent (100%) of the respective year's contract price which will be calculated based upon the attached

list of students and the Contractor's bid process as set forth in this Contract, on a form and written with a corporate surety acceptable to the District and rated "A" or better in the then current edition of Best's Key Rating Guide. The bond shall be conditioned upon the faithful performance by the Contractor of the terms and provisions of this Contract during the school year, by reference to this Contract in the bond. Failure to provide the bond on the specified dates will result in liquidated damages, which all parties agree to be a fair estimate of damages incurred by the District and its member districts as a result of the Contractor's failure to provide the bond and such liquidated damages shall be assessed against the Contractor in the amount of 1/170th per day of the yearly annual contract cost being assessed.

#### Bond Premium

The bond premium shall be paid by the Contractor and included in the cost of the Contract.

#### Bid Bond

A bid bond by a surety rated "A" or better in the current edition of Best's Key Rating Guide or a cashier's check of at least ten percent (10%) of the first year contract price calculated based upon the attached list of students and the Contractor's bid process as set forth in this Contract shall be provided with this bid.

#### D. Insurance Requirements

1. Contractor agrees that it will obtain and maintain, at all times during the term of this Contract, primary liability insurance policies, including primary coverage for automobile liability, personal injuries, and property damage issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, and rated with an "A" or better in the current edition of Best's Key Rating Guide with contractual coverage containing agreements to defend, indemnify and hold harmless as set forth in the paragraph below and in no event shall such policies have less than the following coverages:
  - a. Combined single limit, property and bodily injury or death of Four Million Dollars (\$4,000,000).
  - b. A Six Million Dollar (\$6,000,000) general liability umbrella coverage policy.
  - c. A combination of a. and b. to equal a single limit of Ten Million Dollars (\$10,000,000).

- d. Under and uninsured motorist's coverage.
  - e. Medical insurance payment of Ten Thousand Dollars (\$10,000).
2. Contractor shall maintain at all times during the term of the Contract, Workman's Compensation not less than the statutory minimum and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees in strict compliance with state law and shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.
  3. Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Contract shall be furnished each year to the District no later than July 1. All such policies shall name the Contractor, the District and all member Districts listed in Section I of these specifications, all the boards of education of said member districts, and all officers, employees, agents and volunteers of the District and member districts as additional insureds and shall provide that the policy may not be terminated, canceled or materially changed without forty-five (45) days advance written notice to the District. Such policies shall also contain the Hold Harmless Agreement described in paragraph F. (below) to which the Contractor agrees. Such policies shall provide that the insurer shall notify the District of the failure of Contractor to pay any premium when due and the District may, but need not, pay the premium. Any such payment made by the District shall be reimbursed by the Contractor to the District upon demand.

E. Financial Data and Reference Data

The Contractor will provide the three (3) most current authentic audits and management letters as well as a letter from a bank the Contractor is doing business with stating the financial condition of the Contractor. The Contractor will also list a minimum of five (5) school business references regarding the ability of the Contractor to perform this Contract.

F. Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless, and defend the District Board of Education, its officers and employees, all Member School Districts listed in Section I of this Contract, Members of the Boards of Education of all Member School Districts, officers and employees, agents and volunteers of District and Member School Districts against all suits, actions, legal proceedings, claims, and demands, and against all damages, losses, costs, expenses, and attorney fees, for bodily injury, death, or property damage in any manner caused by, arising from,

incident to, connected with, or growing out of the performance of the Contract by the Contractor. The Contractor agrees that this Hold Harmless Agreement includes reimbursing the District for all of the District's allowable attorney fees and costs expended to enforce the terms of this Contract.

G. Invoicing

Invoicing should be done by the Contractor to the appropriate participating member district. Billing will be based on the following:

1. Each child scheduled for transportation shall be charged from the first day of service for each day of service rendered except that an absent child shall continue to be charged for service until he accumulates five (5) consecutive days of absence, at which time charges will be suspended until such time that the child begins riding again.
2. A day of service or a daily trip is defined as a one-way or round-trip move for a given child.
3. Bills will be presented to member districts for payment before the tenth (10th) of each month for the prior months service to be paid by the District. Bills will list each child transported for that member district and number of days transported. Attendance records for billing will be kept by the bus driver. Records to substantiate the charge made by the Contractor will be kept in detail and will be available for examination by the District Superintendent or designee at any time.
4. The required Illinois State Board of Education vocational and special education mileage shall be kept by the Contractor and the Contractor, annually but no later than July 1, shall submit said mileage to each member school district named in Section I. of this Contract and the District.

H. Local Management

It is required that the Contractor have local management. Local management is defined as management being centrally located within the District, with personnel available five (5) days a week and twelve (12) months of the year in order that their efforts may be coordinated with those of the Superintendent of the District or designee.

The Contractor is required to employ a full-time staff member at such central location to handle complaints, meet with parents and District staff, and generally to monitor the system. This is to be done in cooperation with the District staff. The office or terminal shall be staffed at all times that buses are in service pursuant to the terms of this Contract, whether before, during or after regular school or

office hours, with at least a radio operator on duty and personnel on duty or on call to service a disabled vehicle, or a vehicle otherwise in need of assistance.

**I. Vehicle Requirements**

1. It is estimated the following equipment will be needed for transporting pupils within time limits specified:
  - 7 School buses of the Type II with lift capacity or equivalent for transporting children who are immobile and/or profoundly handicapped.
  - 25 1-to-9 passenger vehicles of the Suburban type.
  - 10 Stand-by vehicles - Two (2) Type II vehicles with II Lift capacity, and eight (8) 1-to-9 passenger Suburban type vehicles.
2. The Contractor shall submit a brief description of the equipment he proposes to use in the completion of the Contract. This description should also include a statement as to the means that will be provided for the handling of those students requiring special attention, specifically, the non-ambulatory and profoundly handicapped. It is further understood that all equipment used during the term of this Contract shall comply with all local, state, and federal statutes, school bus specifications, and safety legislation or regulations governing bus transportation in the State of Illinois. All vehicles, except those designated as "School Bus" and appropriately equipped with safety markings and devices, shall have a "CAUTION CHILDREN" sign thereon or signs appropriately displayed in letters approximately six (6) inches high and appropriately spaced.
3. The Contractor shall insure that any vehicles used in the completion of this Contract will comply with all regulations concerning inspections including driver pre-trip inspections. The cost of said inspection shall be paid by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. It is further required that a copy of the inspection, as provided by the firm approved by the State of Illinois, will be maintained in the contractor's file. This report should provide the license number and VIN number of the vehicle. These reports should be made available to the owner upon request.
4. It is the desire of the Owner that the vehicles required under this Contract be owned or in the process of being purchased by the Contractor. Whether owned or leased, the Contractor shall present suitable evidence certifying that the Contractor will have ample units available and ready for use at the beginning of and throughout each Contract school year and that sixty



percent (60%) of the vehicles be not older than five (5) years and one hundred percent (100%) of the vehicles be not older than ten (10) years. All new wheelchair vehicles shall be reconfigured so all students face forward.

5. All vehicles provided by the Contractor shall, at all times, be maintained in a clean, suitable, and proper mechanical condition. The Contractor also must have the capacity to provide the Owner evidence of having adequate maintenance and service facilities. The Owner may request such evidence from time to time, in addition to the normal summertime maintenance that is expected.
6. No vehicle shall ever carry more than the prescribed authorized number of passengers, to be determined by the District staff or adults assigned by agreement with the District. However, an exception may be made for a driver if (1) the child is the son or daughter of the driver; and, (2) the Contractor requests the exemption in writing stating the child's name, age, handicapping condition if applicable, and length of time of request.
7. Seat belts, harnesses, cloth restraining vests, regular and diagonal chest belts, head vests, tray protectors, or suitable alternative devices, as required shall be considered basic equipment for all vehicles. A supply of harnesses in all sizes shall be kept in the Contractor's office. All vehicles will have seat belts.
8. All vehicles must be equipped with two-way radio receiving and transmitting equipment with the based station located at Contractor's NSSSED location. An exclusive frequency "800" megahertz system is required.
9. Shoulder straps with three point attachments, special supports or other items as deemed necessary by the District shall be provided by the Contractor when they are deemed necessary by those school personnel directly responsible for the students.
10. The interior of the vehicles which transport obese, non-ambulatory, or severely involved or impaired students shall be constructed and reconfigured to accommodate the students and their special requirements. For wheelchair bound students, lifts, ramps or other devices suitable to the District will be provided by the Contractor for each loading and student safety.
11. On the Type II vehicle, auxiliary heaters shall be provided. A minimum of one (1) standby vehicle shall be maintained for every seven (7) vehicles scheduled for regular operation.

12. Oscillating fans for passengers are required on all wheelchair vehicles.
13. Storage for backpacks, computers, and other items deemed necessary shall be provided. The mechanism provided for storage shall insure that movement of stowed items shall be kept to a minimum.

J. Service Condition

The transportation service provided pursuant to this Contract shall be provided in accordance with the following rules and regulations:

1. No vehicle shall transport more than nine (9) passengers at any one time.
2. Students shall be picked up and delivered immediately in front of or as near as possible to their home or residence and shall be deposited at school in a like manner.
3. All drivers must comply with all requirements of local, state and federal law which includes, but is not limited to, Drug and Alcohol Testing and Criminal Investigation Background checks. The Contractor must provide a certified list of all drivers and proof that each driver has passed all such tests by July 1 of the Contract year.
4. The District reserves the right to require the removal or transfer of any driver or aide, as determined solely by the District, when such driver or aide violates health requirements, or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students.
5. All drivers must participate in an orientation session scheduled and conducted on an annual basis by the Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education. A letter may be required from the Contractor's supervisor within two (2) weeks after completion of the session listing the names and social security numbers of all attendees.
6. The use of any assistant under the age of eighteen (18) years shall not be permitted.
7. Any collective bargaining agreement entered into between Contractor and its employees shall include a no strike provision and such collective bargaining agreements shall be subject to renewal only during the summer months when school is not in session.

8. The District may request the Contractor to require any of its employees involved in the performance of this Contract to undergo medical testing. Failure of the employee to undergo such medical examination shall result in the removal of that employee from performance of any aspect of Contractor's responsibilities under this Contract.
9. The Contractor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor in the transportation operations.
10. The Contractor shall instruct its employees to abide by the policies, rules and regulations, with respect to use of District premises, as established by District and furnished in writing to the Contractor.
11. The Contractor may be requested to provide the District with a list of its personnel policies by July 1 of any year during the term of this Contract.
12. In the event of the removal or suspension of any employee, the Contractor shall immediately replace the employee without disruption in service. Said employee shall be subject to the terms and conditions contained herein.
13. In each of Contractor's employees' positions which requires contact with the students, the Contractor shall only employ persons who have successfully passed the "Illinois Criminal Background and Investigation" check.
14. No person shall be permitted to operate a school bus under this Contract unless he/she has complied with the certification, permit and license provisions under the *Illinois Vehicle Code* or such other rules and regulations that the Secretary of State may prescribe regarding the same of school bus drivers.

K. Pupil Safety and Discipline

Pupil safety and discipline is of utmost concern to the District, and thus the Contractor shall adhere to the following rules, regulations and requirements concerning safety and discipline:

1. The discipline on any transportation vehicle provided under this Contract rests with the driver of that vehicle and it shall be his/her responsibility to maintain said discipline within the limits of all federal, state and local laws. The Contractor's supervisor will notify the Superintendent or designee of the District via facsimile of any student discipline problem no matter how minor as soon as practical. Final authority for discipline shall be the Superintendent or designees of the District.

2. Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operation of buses under all applicable federal, state, and local laws, as well as those outlined in the Illinois School Bus Driver Instructional Program - Trainee Guide and regulations of the District.
3. While transporting students, drivers shall not leave the vehicle unattended, except as required by emergency situations.
4. The Contractor shall notify the parents by phone, as well as the receiving member school district and the District, as quickly as possible in the event of an automobile collision or other incident. Contractor's first priority, however, is to see that the children involved are cared for. Contractor will supplement the phone notification with a written report to the District.
5. The District reserves the right to assign transportation aides on buses at any time to assist students, should the need arise. The aides will be employed by the Contractor with approval of the Owner. The Contractor will be reimbursed for the salary and fringe benefits of the aides. All aides must comply with applicable federal, state and local laws, including Criminal Investigation Background Checks.
6. The District reserves the right to require the Contractor to assign each driver to attend up to four (4) hours of orientation class provided by the District at its headquarters, as well as an annual refresher course, in addition to the training program provided by the Contractor. The driver's compensation for this class shall be paid by the Contractor.

L. Number of Days of Transportation

Classes for special education students are held on the same days as other students with a minimum days' attendance in Illinois for state aid set at one hundred seventy-six (176). Schools are required to set up a calendar of one hundred eighty-five (185) days less those designated as institute days. Calendars of schools in the District area show one hundred eighty-five (185) days when at least part of the schools will be in session. The Owner guarantees a minimum of one hundred seventy (170) days with a possibility of a maximum of one hundred eighty-five (185) days unless there is an emergency closing of schools due to weather, cutting off of heat and utilities, etc.

The Contractor shall provide vehicles, free of charge, for NSSSED classes practicing bus or school evacuation drills upon request.

M. Emergency Program Cancellation Procedure

The District will develop an emergency procedure which will require a mutual notification. This procedure will stipulate that the Contractor will confer with the District before determining that weather conditions preclude the movement of buses and that drivers will be expected to phone parents on their respective routes when transportation is canceled for any reason. These emergency procedures will be reviewed each fall by the Superintendent or designee of the District and Contractor before publication to schools and parents.

In severe weather conditions, the District shall make the decision to cancel the District's special education programs, and the Contractor shall cooperate to notify major local and Chicago radio stations of these decisions.

In addition, the emergency procedures will include late student drop-offs and accident reporting procedures.

N. Routes and Schedules

Routing plans will be approved by the Owner on the basis of specific criteria developed in consultation with the Contractor, consistent with the general provisions of the Contract, and will include the following:

1. The member district school's starting and closing times shall be the basic reference in establishing starting and closing times of the special class.
  - a. The District will establish the starting and closing times of each class and the basic rate will apply to moves consistent therewith.
  - b. The District may establish, at the time the starting and closing times are established, an alternative starting and closing time and the approximate date on which the alternate will supersede the originally established times. The basic rate will apply to both the first and second schedules and the Contractor is required to provide the service. If, however, the standard starting and closing times are altered during the school year and were not provided for at the establishment of the original starting and closing times, the District will notify the Contractor at least two (2) weeks in advance of when the new starting and closing times will take effect.
  - c. When the opening and closing times of a class are altered temporarily for administrative reasons, the half-day schedule will apply.
  - d. When individual students are scheduled temporarily or permanently for beginning and/or ending their daily attendance at times differing from those established for the class in questions, the Special

Movement per Student rate as outlined in Section VI.B of this Contract will apply.

- e. The District may permanently alter starting and closing times upon two (2) weeks advance notice to the Contractor.
2. The Contractor will maintain the total mileage per Illinois State Board of Education Transportation Reimbursement regulations. These rules require a breakdown annually of the special education miles and vocational miles transported by District.

O. Scheduled Service

1. On the scheduled school days, the Contractor shall pick up students at their homes and transport them to designated schools at a time specified by the Superintendent of the District or designee. At the close of each school day, the Contractor shall return the students promptly to their homes. Any variations from this procedure for place or time of pickup or return shall be under the direction of the Superintendent of the District or designee and the Contractor shall be given sufficient notice of said change in schedule.
2. Children should be picked up from home and delivered to their homes except when the District has considered and approved service to or from alternate locations. When movement has been approved to an alternate location and, if this location is convenient to the ordinary route of that bus, the Supplemental Rate per Student as outlined in Section VI.C of this Contract will apply.
3. Requirements for service shall be conveyed to the Contractor no later than August 1 preceding each school year; such requirements to include not only the gross number of children to be transported as known at that time, but any special requirements related to individual classes or children, such as:
  - a. Length of trip
  - b. Routing
  - c. Alternate pickup or delivery points
  - d. Times of starting and ending classes
  - e. Dates of starting and ending of classes

Students may be added until August 15 and those students shall be scheduled for transportation on the first day of school. Students added after August 15 must be scheduled for transportation within ten (10) days of the day they are added.

4. Changes in routes, including additions, subtractions, and consolidations, shall be made only with the approval of the Contractor and the Superintendent of the District or designee.
5. After routing and time of schedules are established, the Contractor shall insure that all vehicles will meet these schedules in order to avoid disruption, both at home and at school. Maximum riding time within the District area: No more than sixty (60) minutes one-way and one-hundred (100) minutes round-trip. Maximum riding time for out-of-district students: No more than sixty (60) minutes one-way and one hundred and twenty (120) minutes round-trip.
6. An audit of the bus routes and schedules shall be checked by the Owner during the first month of each school year and at other times as the need arises. Prior notification will not be given for unscheduled audits.
7. Established schedules can be changed only with the approval of the Superintendent of the District or designee.
8. The Contractor has neither the right nor authority to change any schedule but may request such changes be considered by the District in the interest of providing better service.
9. The Contractor shall furnish to the District on the third Friday of each month school is in session, beginning with October, a written report delineating each in-district student whose round-trip exceeds eighty (80) minutes or whose one-way trip exceeds forty-five (45) minutes and each out-of-district student whose round-trip exceeds one hundred and ten (110) minutes or whose one-way exceeds fifty-five (55) minutes. This report shall be for the previous month and in substantially the form requested by the District.

P. Penalty Clause

A deduction of twenty-five percent (25%) of the base or mileage rate will be made for each route which is completed more than thirty (30) minutes after class starting time, unless the delay is caused by mechanical breakdown en route, accident, extreme weather conditions, or NSSD charter runs such as for field trips. The deduction will also apply when the riding times provided in paragraph 5 of Section IV.O. above are exceeded.

Q. Driver Qualifications and Information Requirements

Contractor shall maintain and supply the following records and information.

1. The following information for all drivers under employment of the Contractor will be provided to District upon request:
  - a. Name: first, middle and last
  - b. Valid permit number for drivers of school buses
  - c. Proof of completion of the Illinois School Bus Driver Instructional Program and date of completion for school bus drivers
  - d. Health certificate and date issued
  - e. Driver's license number and date of expiration
  - f. Evidence of freedom from tuberculosis
  - g. Proof of age
  - h. Proof of drug and alcohol testing
  - i. Proof of an Illinois criminal background and investigation check
2. The following information for all assistants or attendants employed by the Contractor will be provided to District upon request:
  - a. Name: first, middle and last
  - b. Evidence of freedom from tuberculosis
  - c. Proof of age
  - d. Proof of an Illinois criminal background and investigation check
3. Prior to October 1 of each year, the Contractor may be requested to provide the District with the following information on all vehicles to be used in the transportation of students:
  - a. Make, model year and serial number.
  - b. State license number, municipal vehicle sticker number and safety inspection number.



- c. Certificate of safety furnished by the Illinois Department of Transportation as proof of passing the required safety tests.
  - d. Type of vehicle.
  - e. Special alteration made in the vehicle to accommodate handicapped students, including the placement of wheelchairs facing forward.
  - f. Ownership of vehicle.
4. Subsequent to the initial report on vehicle information under the preceding paragraph, the Contractor shall provide the same information on any newly acquired vehicles, or substitute vehicles, and shall update the information on state license, municipal vehicle stickers and safety inspection stickers whenever this information changes.
  5. The Owner shall be notified of the results of any and all inspections conducted by the Illinois Department of Transportation, whether scheduled or non-scheduled, to ensure that the District is kept abreast of the vehicles' compliance with any and all safety rules and regulations.
  6. The Contractor shall keep accurate records of miles driven, number of students transported, and any other information required by Districts to substantiate state transportation claims and such information shall be submitted when requested regularly and punctually.

R. Independent Contractor Status

It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to the District arising out of this Contract shall be that of an independent contractor. Neither Contractor nor any employee or agent of Contractor is an employee or agent of the District and therefore, is not entitled to any benefits provided employees of the District. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the District for any purpose.

Neither Contractor nor any person engaging in any work or services related to the Contract at the request or with the actual or implied consent of Contractor may represent himself to others as an employee of the District. Should any person indicate to Contractor or any employee or agent of Contractor, by written or oral communication, course of dealing, or otherwise, that such person believes Contractor to be employee or agent of the District, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services for the location, Contractor shall do so in Contractor's own business name and not in the name of the District.

S. Recordkeeping

1. Contractor shall keep complete and accurate records of the mileage and or hours for which the Contractor charges the District and of the reports which the Contractor prepares for the District pursuant to this Contract. Such records shall be maintained so that the District may easily access such records in order to verify mileage and hours, including records indicating the number of runs used for purposes other than this Contract, the Contractor's reporting responsibilities, and the Contractor's claim for fees. Contractor shall provide the District access to such records upon the District's request.
2. The District and/or its Participating Members shall have the right to audit the mileage records and examine the reporting records in a manner which does not unreasonably interfere with the conduct of Contractor's business. Any excess charge for the mileage disclosed by an audit shall be refunded within five (5) days of notice of the excess to Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, Contractor shall pay to the District all reasonable costs connected with the audit; including, but not limited to, wages of its staff and accountants' fees and attorneys' fees. Contractor shall fully cooperate with all personnel authorized by the District to conduct any audit.
3. The Contractor shall retain such records for a period of three (3) years plus the current year. If any audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the resolution of the issues raised by the audit. Such records must be available, for a period of three (3) years from the date of receipt of final payment under the Contract, for inspection and audit by representatives of the District.

## V. PUPILS TO BE TRANSPORTED AND OBLIGATIONS

### A. Pupils to be Transported

1. It is estimated that the Owner will require transportation for approximately three hundred ninety (390) special education students. Of this number, approximately twenty-nine (29) are non-ambulatory. The Contractor agrees to supply equipment for these students, including an Owner-approved hydraulic lift device on standard state-inspected and approved vehicles. A lifting device is one which will permit a student to enter the vehicle and be removed from the vehicle without removal from his/her wheelchair. Other students may need shoulder straps in addition to the seat belts which are to

be standard equipment on all vehicles used for special education transportation. Car seats may be required on certain vehicles.

Students will be transported to approximately fifty-six (56) building locations within the District area. The pickup area includes an area of one hundred ninety-six (196) square miles. In addition, approximately fifteen (15) students will be transported outside of the District.

2. It shall be understood that the above figures are estimates only, and complete reservation is made by the Owner to increase or decrease the number as needs dictate, as well as adding or deleting locations as needs dictate. Presentation of a proposal, represents the Contractor's willingness to comply with this provision.
3. A pupil is defined as a daily bus rider from the first day of transportation providing he/she is aboard for at least one leg of a round-trip.
4. For transporting pupils to and from school, handicapped children shall be grouped by disability and by close age proximity.
5. A current list of the number of students transported as of November, 1999, without names, but with general street locations and delivery sites, and an indication of whether a student is confined to a wheelchair, is attached for bid preparation purposes only. The actual number and locations of the students may change for each year of the Contract.
6. Contractor represents that any student information provided by the District will be kept strictly confidential and only be used for purposes as authorized by the District.

**B. Obligations**

1. The District offers special transportation to its participating member districts and, if any member district accepts the offer, the Contractor must provide the transportation, subject to the other contract provisions, as follows:
  - a. Students transported to any facility located within or outside the District boundaries.
  - b. Half-day movements - special movements of individual children. However, participating member districts are not bound by this transportation Contract to transport a resident to an NSSD class housed in that district, or to use the carrier if a noncompliance issue

is involved or more efficient and/or cost effective method of transportation is available:

2. The District may offer to its participating member districts the following moves for students transported out of the District region and, if a participating member accepts the District's offer, the Contractor must perform such services as follows:
  - a. To private schools in the Chicago Metropolitan area for children approved under 14-7.02 of the *School Code*.
  - b. To public schools outside of the LICA region; the LICA region is defined as the forty-six (46) school districts receiving services or funding under the Low Incidence Cooperative Agreement.
  - c. Transportation for educational travel and field trips.
3. The District offers to its participating member districts special transportation and, if the member districts accept this service, the Contractor shall provide the transportation to children attending public schools within the LICA region except that:
  - a. A local school district of residence may request in writing that the District not provide transportation for any children from that district to public schools within the LICA region but outside of the District.
  - b. Such requests shall be approved by the Executive Committee, after considering a report from the Superintendent on the potential cost impact on the transportation costs of other school districts.
  - c. When the Executive Committee has approved the request, the responsibility for transporting all these children becomes the exclusive obligation of the local school district making the request.

## VI. BIDDING PROCEDURE - RATES

### A. Base Rate per Student:

\$ 15.93 July, 2000

The bid is to be on a per-pupil, per-day basis subject to the following:

The transportation of one pupil to and/or from his/her assigned building within the District area on a schedule established as standard for the school or special program. The base rate shall apply for the transportation of one pupil to and/or from any school located outside the District area if higher than the appropriate rate under VI.D.below.

B. Special Movement per Student:

\$ 15.93

Any special movement of a child at times other than the established school hours of the class or program.

Occasionally, it is necessary to transport a child either to school, to home, or to another location within the District at a time other than that regularly scheduled.

The minimum rate will be in addition to the per-pupil, per-day base amount, if any, already assessed for the day. Special movements within the District areas for testing, therapy, or other special services are covered under this classification. This charge is in addition to the base cost. The Owner reserves the right not to use the Contractor for special movements.

C. Supplemental Rate per Student:

\$ 1.79 ; \$ 28.63 if student is in a wheelchair

A supplemental rate shall be added to the base rate for each of the following movements:

1. Half-day movements such as teacher institutes and other administrative procedures requiring early pick-ups at school.
2. Any movement of a wheelchair student wherein the student must be transported in the wheelchair.
3. Any return trip to a location other than the student's regularly designated receiving address.

D. Rate for Students Transported Outside District Area:

\$ 2.26 per vehicle mile

This rate applies to students who are transported to locations outside the District area, such as to other LICA districts, Chicago, Dundee, etc. A vehicle mile is defined as the mileage of the vehicle from its first point of student pickup to its final point of delivery of students to school, plus the mileage on the return of the

students from the first school pickup to the last student home delivery. This rate or the Base Rate under VI.A, whichever is higher, shall apply.

The District reserves the right to require the Contractor to average the monthly costs for a specified group of children and render statements to the districts at the average figure. Unless otherwise requested, the ride cost for each student shall be the same regardless of the length of the trip.

E. Rate of Transportation for Education Travel/Field Trips

Rates for trips of educational value to special education students on three (3) alternative bases. A trip is defined as the movement of a group of students from the first point of student pickup to a trip destination and return to a final point of student delivery.

The Owner reserves the right not to use the Contractor for field trips.

1. Vehicle Mile Rate: \$ .79

A vehicle mile is defined as the mileage of the vehicle from the first point of student pickup to the trip destination plus the mileage returning the students back from the trip destination to the final point of student delivery.

2. Cost per Hour: \$ 21.20

Time begins when the vehicle arrives at the scheduled time at the first point of pickup to the point of student delivery. Waiting time at the trip destination is included. Time will be rounded to the nearest half hour. For example: 3 hours, 20 minutes is 3 1/2 hours; 4 hours, 10 minutes is 4 hours.

3. Minimum Cost per Trip: \$ 42.41

This is the minimum dollar amount for a trip.

For a given trip, the highest of the alternatives of 1, 2, or 3 above will govern. The Contractor, at its option, may offer regular school buses for these movements so long as the total cost of the trip will be no more than that which would have applied on a per-pupil basis if smaller equipment were utilized.

4. Extra Vehicles

Two twenty-one (21) passenger vehicles, with or without a driver, shall be available at an annual rate of \$ 8,000 per vehicle. This includes maintenance, insurance, license and permits.

5. Hearing Impaired Program

Should the District so request, the successful bidder agrees to calculate an average cost each month for children transported to Regional Hearing Impaired Program (commonly known as the LICA region). The average cost will be based on the cost calculated on the application of the Base Rate or the Rate for Students Transported Outside District Area, whichever applies to each student. The successful bidder would then determine an average cost for the students involved and render a bill for each child at this average cost in lieu of the applicable cost.

F. Annual Inflation Adjustment

The basic charges and service for August/September, 2000 invoice period will be the bid prices. The basic and service charges will be increased or decreased relative to the prior year's charges based upon a composite index. The calculation of the increase or decrease in rates will be made in May of each year of the Contract, in the following manner:

1. The rate for July, 2001, and each subsequent year of the Contract will be calculated by increasing or decreasing the prior year rate by the percentage change in the composite index composed of the following indices:
  - a. Producer Price Index (PPI) - as of December 31, 2000 and each succeeding year
  - b. Employment Cost Index (ECI) - December 31, 2000 and each succeeding year
  - c. Consumer Price Index (CPI) - December 31, 2000 and each succeeding year
2. Each index shall be published by the Bureau of Labor Statistics.

3. The composite index shall be determined as follows:

Index	Category	Weighing Factor x	Increase or Decrease	1 Year % Charge
ECI	Total Compensation	.60		
Table 3	Private Industry Transportation Transportation Line			
PPI	Gasoline	.15		
05-71 PPI	Light Motor Trucks	.18		
14-11-05 PPI	Motor Vehicle Parts	.07		
14-12				
	TOTALS	1.0		*

4. In no event shall the total percentage change in the basic and service charges increase more than the percentage change in the December Consumer Price Index - United States average, December, all items\*.
5. In the event the percentage obtained in part VI.F, 1-3, is negative, the increase applied to the basic and service charges shall be zero (0).

G. Computation of Rates for the Purpose of Bidding

The Contractor's computation of rates should be based upon the District's November, 1999 student list which is included with this document. The actual number and locations of the students may change for each year of the contract. The Contract price will change from year to year accordingly.



## VII. COMPLIANCE AND CANCELLATION

### A. Responsibility for Contract Compliance

1. Neither the District nor the Contractor will propose transportation services which violate the Contract, applicable federal, state or local laws or are inconsistent with the spirit of providing quality service. Each party has the obligation to inform the other of apparent violations.
2. When service requests are made which, taken with other responsibilities under the Contract, will in the judgment of the Contractor result in substantial additional costs to the Owner, he will so notify the District.
  - a. After considering the impact of the proposed service changes, additions, or deletions, the Superintendent of the District will determine whether to sustain or alter the request for service.
  - b. The modified request should be consistent with the provisions of the Contract in all other aspects.

### B. Cancellation and Performance

1. The District may, upon written notice to the Contractor as provided in paragraph B. 2., terminate the Contract in the event that Contractor, its agents or employees, at any time fail:
  - a. To comply with any condition of this Contract.
  - b. Excepting weather conditions making roads impassible or disasters (strikes or work stoppage are not permissible in the Contract):
    - (1) To transport all students assigned for transportation before August 15, on the first day of school.
    - (2) To transport students assigned for transportation after August 15 within ten (10) school days of assignment.
    - (3) To operate ninety-five percent (95%) of all routes on schedule.
  - c. To furnish all of the equipment and drivers required by the Contract.
  - d. To comply with any and all applicable laws.

2. The District shall give notice to the Contractor of such failure by delivery of written notice to the Contractor's in-district address. In the event the Contractor does not remedy such failure within twenty-four (24) hours from the receipt of such notice by it, then, at the option of the District, this Contract may be canceled in whole or in part by delivery to the Contractor of written notice of such election.

3. In the event of cancellation, the Contractor shall remain liable to the District and its member districts for any cost for student transportation in excess of the cost that would have been payable to the Contractor pursuant to this Contract had the Contract not been canceled. Such liability shall continue to the end of the contractual period.

Payment for such liability shall be made from the Performance Bond/Deposit herein before mentioned.

4. This Contract may also be terminated prior to its expiration under any of the following circumstances:

a. In the event Contractor shall breach or be in default under the insurance provisions of this Contract, the District may terminate the Contract immediately without affording Contractor an opportunity to cure the breach or default, upon written notice to Contractor.

b. In the event Contractor shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the petition shall not have been dismissed within ten (10) days of such filing, the Contract shall automatically terminate.

c. Should the Contractor abandon or neglect the service, or if at any time the District is convinced that the service is unreasonable or that the conditions of the Contract are being violated, executed carelessly, or in bad faith, the District may notify the Contractor in writing, then, and in that case, the Contractor shall discontinue all work under the Contract and the District shall have full authority to make arrangements for the reassignment of the special education student transportation Contract.

5. Neither the Contractor nor the District shall be responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due

diligence. The Contractor's inability to perform due to a strike or work stoppage is not excused under this section or any other section of the Contract.

6. Contractor agrees to comply and to cause its employees to comply fully with the *Federal Equal Employment Opportunities Act*, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the *Illinois Human Right Act*, the *Americans with Disabilities Act*, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the *Civil Rights Act of 1964*, as amended, and Section 504 of the *Rehabilitation Act of 1973*, and any additions or amendments, and Contractor represents, certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor's services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service.

C. Failure to Operate a Run or Runs in Compliance with the Contract

Should the District find the Contractor in non-compliance with the relevant provisions of this Contract, on a run or series of runs, the Contractor shall forfeit the right to collect payment for all such deficient service. And, further, the Contractor will assign the route or routes to another vendor approved by the District.

D. Term

This Contract is effective as of July 1, 2000, until June 30, 2003, subject to the provisions for termination of the Contract contained herein. However, the District may terminate the Contract prior to the beginning of the second and third years of the Contract by notifying the Contractor, but such notification must be in writing mailed on or before January 15 of the year in which the termination is to occur. Service of such notice to terminate shall be by certified mail, return receipt requested, to the Contractor at the Contractor's address and it shall be deemed served on the date of mailing. Additionally, by January 15, 2003, and January 15, 2004, either the District or the Contractor may renew the Contract for additional one year terms with the mutual agreement of the District and the Contractor, after review of the operation. The renewed agreement shall contain the same provisions as the previous agreement unless revised in writing by the District and the Contractor.

Service of notice of non-renewal shall be by certified mail, return receipt requested, to the Owner, addressed as follows:

Milton C. Klail  
Director of Business Services  
Northern Suburban Special Education Services  
760 Red Oak Lane  
Highland Park, Illinois 60035

with a copy to:

Robert A. Kohn  
Hodges, Loizzi, Eisenhammer, Rodick & Kohn  
3030 Salt Creek Lane, Suite 202  
Arlington Heights, Illinois 60005

Such notice shall also be deemed served on the date of mailing.


A Contractor's Certification is attached hereto and shall become part of this Contract.

E. Miscellaneous


1. Contractor shall have no authority or power to sell, transfer or assign this Contract or any interest therein, nor any power or authority to permit any other person or party to have any interest or use any part of the District property covered by the Contract, for any purpose whatsoever, without the prior written consent of the District, it being the intention of this Contract to grant the right and privilege solely to Contractor and neither directly or indirectly to any other party.
2. The waiver by the District of any breach or default under any provision of this Contract shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The disbursement or acceptance of any payment by the District shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the Contract regardless of the knowledge of the District of such breach or default at the time of its disbursement or acceptance of such payment.

3. This Contract constitutes the entire agreement between the District and the Contractor and may be changed only by the parties' mutual written agreement.
4. Payments on any claim shall not prevent the District from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
5. It is further agreed between the District and Contractor that the language attached is hereby in all respects made a part of this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Cook County, Illinois.
7. The validity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
8. This Contract may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Contract.

Signed:

  
\_\_\_\_\_  
Roger Jensen, General Manager  
Septran, Inc.

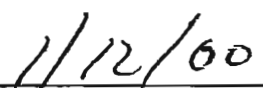
Signed:

  
\_\_\_\_\_  
Milton C. Klail, Director/Business Services  
Northern Suburban Special Education Dist.

Date:

  
\_\_\_\_\_

Date:

  
\_\_\_\_\_

## RATE INFORMATION

1994-95

1.	Base Rate per Student	<u>12.02</u>
2.	Special Movements per Student	<u>12.02</u>
3.	Supplemental Rate per Student	<u>1.35</u>
4.	Supplemental Rate per Student with a wheelchair	<u>21.60</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.70</u>
6.	Rate for Education Travel/Field Trips	
a.	Vehicle Mile Rate	<u>.60</u>
b.	Cost per Hour	<u>16.00</u>
c.	Minimum Cost per Trip	<u>32.00</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,400.00</u>

**RATE INFORMATION**

**1995-96**

1.	Base Rate per Student	<u>12.62</u>
2.	Special Movements per Student	<u>12.62</u>
3.	Supplemental Rate per Student	<u>1.42</u>
4.	Supplemental Rate per Student with a wheelchair	<u>22.68</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.79</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.63</u>
	b. Cost per Hour	<u>16.80</u>
	c. Minimum Cost per Trip	<u>33.60</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,820.00</u>

RATE INFORMATION

1996-97

1.	Base Rate per Student	<u>13.25</u>
2.	Special Movements per Student	<u>13.25</u>
3.	Supplemental Rate per Student	<u>1.49</u>
4.	Supplemental Rate per Student with a wheelchair	<u>23.81</u>
5.	Rate per Mile for Students Transported Outside NSSSED Area	<u>1.88</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.66</u>
	b. Cost per Hour	<u>17.64</u>
	c. Minimum Cost per Trip	<u>35.28</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,261.00</u>



## RATE INFORMATION

1997-98

1.	Base Rate per Student	<u>13.91</u>
2.	Special Movements per Student	<u>13.91</u>
3.	Supplemental Rate per Student	<u>1.56</u>
4.	Supplemental Rate per Student with a wheelchair	<u>25.00</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.97</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.69</u>
	b. Cost per Hour	<u>18.52</u>
	c. Minimum Cost per Trip	<u>37.04</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,724.05</u>

## RATE INFORMATION

1998-99

1.	Base Rate per Student	<u>13.91</u>
2.	Special Movements per Student	<u>13.91</u>
3.	Supplemental Rate per Student	<u>1.56</u>
4.	Supplemental Rate per Student with a wheelchair	<u>25.00</u>
5.	Rate per Mile for Students Transported Outside NSSD Area	<u>1.97</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.69</u>
	b. Cost per Hour	<u>18.52</u>
	c. Minimum Cost per Trip	<u>37.04</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,724.05</u>

RATE INFORMATION

1999-00

1.	Base Rate per Student	<u>13.97</u>
2.	Special Movements per Student	<u>13.97</u>
3.	Supplemental Rate per Student	<u>1.57</u>
4.	Supplemental Rate per Student with a wheelchair	<u>25.11</u>
5.	Rate per Mile for Students Transported Outside NSSD Area	<u>1.98</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.69</u>
	b. Cost per Hour	<u>18.60</u>
	c. Minimum Cost per Trip	<u>37.20</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,765.87</u>

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RATE INFORMATION

2000-01

1.	Base Rate per Student	<u>15.93</u>
2.	Special Movements per Student	<u>15.93</u>
3.	Supplemental Rate per Student	<u>1.79</u>
4.	Supplemental Rate per Student with a wheelchair	<u>28.63</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>2.26</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.79</u>
	b. Cost per Hour	<u>21.20</u>
	c. Minimum Cost per Trip	<u>42.41</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,000.00</u>

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**RATE INFORMATION**

**2001-02**

1.	Base Rate per Student	<u>16.72</u>
2.	Special Movements per Student	<u>16.72</u>
3.	Supplemental Rate per Student	<u>1.88</u>
4.	Supplemental Rate per Student with a wheelchair	<u>30.04</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>2.37</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.83</u>
	b. Cost per Hour	<u>22.25</u>
	c. Minimum Cost per Trip	<u>63.36</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,395.00</u>

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RATE INFORMATION

2002-03

1.	Base Rate per Student	<u>16.99</u>
2.	Special Movements per Student	<u>16.72</u>
3.	Supplemental Rate per Student	<u>1.91</u>
4.	Supplemental Rate per Student with a wheelchair	<u>30.52</u>
5.	Rate per Mile for Students Transported Outside NSSSED Area	<u>2.41</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.84</u>
	b. Cost per Hour	<u>22.61</u>
	c. Minimum Cost per Trip	<u>64.38</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,530.00</u>

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3. This Contract constitutes the entire agreement between the District and the Contractor and may be changed only by the parties' mutual written agreement.
4. Payments on any claim shall not prevent the District from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
5. It is further agreed between the District and Contractor that the language attached is hereby in all respects made a part of this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Cook County, Illinois.
7. The validity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
8. This Contract may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Contract.

Signed:



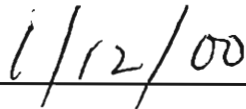
Roger Jensen, General Manager  
Septran, Inc.

Signed:

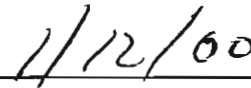


Milton C. Klail, Director/Business Services  
Northern Suburban Special Education Dist.

Date:



Date:



## RATE INFORMATION

1994-95

1.	Base Rate per Student	<u>12.02</u>
2.	Special Movements per Student	<u>12.02</u>
3.	Supplemental Rate per Student	<u>1.35</u>
4.	Supplemental Rate per Student with a wheelchair	<u>21.60</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.70</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.60</u>
	b. Cost per Hour	<u>16.00</u>
	c. Minimum Cost per Trip	<u>32.00</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,400.00</u>



RATE INFORMATION

1995-96

1.	Base Rate per Student	<u>12.62</u>
2.	Special Movements per Student	<u>12.62</u>
3.	Supplemental Rate per Student	<u>1.42</u>
4.	Supplemental Rate per Student with a wheelchair	<u>22.68</u>
5.	Rate per Mile for Students Transported Outside NSSSED Area	<u>1.79</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.63</u>
	b. Cost per Hour	<u>16.80</u>
	c. Minimum Cost per Trip	<u>33.60</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,820.00</u>

RATE INFORMATION

1996-97

1.	Base Rate per Student	<u>13.25</u>
2.	Special Movements per Student	<u>13.25</u>
3.	Supplemental Rate per Student	<u>1.49</u>
4.	Supplemental Rate per Student with a wheelchair	<u>23.81</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.88</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.66</u>
	b. Cost per Hour	<u>17.64</u>
	c. Minimum Cost per Trip	<u>35.28</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,261.00</u>

## RATE INFORMATION

1997-98

1.	Base Rate per Student	<u>13.91</u>
2.	Special Movements per Student	<u>13.91</u>
3.	Supplemental Rate per Student	<u>1.56</u>
4.	Supplemental Rate per Student with a wheelchair	<u>25.00</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.97</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.69</u>
	b. Cost per Hour	<u>18.52</u>
	c. Minimum Cost per Trip	<u>37.04</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,724.05</u>

RATE INFORMATION

1998-99

1.	Base Rate per Student	<u>13.91</u>
2.	Special Movements per Student	<u>13.91</u>
3.	Supplemental Rate per Student	<u>1.56</u>
4.	Supplemental Rate per Student with a wheelchair	<u>25.00</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.97</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.69</u>
	b. Cost per Hour	<u>18.52</u>
	c. Minimum Cost per Trip	<u>37.04</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,724.05</u>

RATE INFORMATION

1999-00

1.	Base Rate per Student	<u>13.97</u>
2.	Special Movements per Student	<u>13.97</u>
3.	Supplemental Rate per Student	<u>1.57</u>
4.	Supplemental Rate per Student with a wheelchair	<u>25.11</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>1.98</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.69</u>
	b. Cost per Hour	<u>18.60</u>
	c. Minimum Cost per Trip	<u>37.20</u>
7.	Extra Vehicle Charge Without a Driver	<u>9,765.87</u>

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**RATE INFORMATION**

**2000-01**

1.	Base Rate per Student	<u>15.93</u>
2.	Special Movements per Student	<u>15.93</u>
3.	Supplemental Rate per Student	<u>1.79</u>
4.	Supplemental Rate per Student with a wheelchair	<u>28.63</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>2.26</u>
6.	Rate for Education Travel/Field Trips	
	a. Vehicle Mile Rate	<u>.79</u>
	b. Cost per Hour	<u>21.20</u>
	c. Minimum Cost per Trip	<u>42.41</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,000.00</u>

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RATE INFORMATION

2001-02

1.	Base Rate per Student	<u>16.72</u>
2.	Special Movements per Student	<u>16.72</u>
3.	Supplemental Rate per Student	<u>1.88</u>
4.	Supplemental Rate per Student with a wheelchair	<u>30.04</u>
5.	Rate per Mile for Students Transported Outside NSSED Area	<u>2.37</u>
6.	Rate for Education Travel/Field Trips	
a.	Vehicle Mile Rate	<u>.83</u>
b.	Cost per Hour	<u>22.25</u>
c.	Minimum Cost per Trip	<u>63.36</u>
7.	Extra Vehicle Charge Without a Driver	<u>8,395.00</u>

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## RATE INFORMATION - NSSD

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1. Base Rate per Student	<u>16.99</u>	<u>17.41</u>	<u>17.41</u>	<u>18.19</u>
2. Special Movements per Student	<u>16.99</u>	<u>17.41</u>	<u>17.41</u>	<u>18.19</u>
3. Supplemental Rate per Student	<u>1.91</u>	<u>1.96</u>	<u>1.96</u>	<u>2.05</u>
4. Supplemental Rate per Student with a wheelchair	<u>30.52</u>	<u>31.28</u>	<u>31.28</u>	<u>32.69</u>
5. Rate per Mile for Students Transported Outside NSSD Area	<u>2.41</u>	<u>2.47</u>	<u>2.47</u>	<u>2.58</u>
6. Rate for Education Travel/Field Trips				
a. Vehicle Mile Rate	<u>.84</u>	<u>.86</u>	<u>.86</u>	<u>.90</u>
b. Cost per Hour	<u>22.61</u>	<u>23.18</u>	<u>23.18</u>	<u>24.22</u>
c. Minimum Cost per Trip	<u>64.38</u>	<u>65.99</u>	<u>65.99</u>	<u>68.86</u>
7. Extra Vehicle Charge Without a Driver	<u>8530.00</u>	<u>8743.25</u>	<u>8743.25</u>	<u>9136.70</u>



## **SEPTRAN RATES 2006-07**

### **A. Base Rate per Student:**

**\$18.66**

The bid is to be a per-pupil, per-day basis subject to the following: The transportation of one pupil to and/or from his/her assigned building within the District area on a schedule established as standard for the school or special program. The base rate shall apply for the transportation of one pupil to and/or from any school located outside the District area if higher than the appropriate rate under VI.D below.

### **B. Special Movement per Student:**

**\$18.66**

Any special movement of a child at times other than the established school hours of the class or program.

Occasionally, it is necessary to transport a child either to school, to home, or to another location within the District at a time than that regularly scheduled. The minimum rate will be in addition to the per-pupil, per-day base amount, if any, already assessed for the day. Special movements within the District areas for testing, therapy, or special services are covered under this classification. This charge is in addition to the base cost. The Owner reserves the right not to use the Contractor for special movements.

### **C. Supplemental Rate per Student:**

**\$2.10; \$33.54 if student is in a wheelchair**

A supplemental rate shall be added to the base rate for each of the Following movements:

1. Half-day movements such as teacher institutes and the other administrative procedures requiring early pick-ups at school.
2. Any movement of a wheelchair student wherein the student must be transported in the wheelchair.
3. Any return trip to a location other than the student's regularly designated receiving address.

**D. Rate for Students Transported Outside District Area:**  
**\$2.65 per vehicle mile**

This rate applies to students who are transported in locations outside the District area, such as LICA districts, Chicago, Dundee, etc. A vehicle mile is defined as the mileage of the vehicle from its first point of student pickup to its final point of delivery of students to school, plus mileage on the return of the students from the first pickup to the last student home delivery. This Base Rate under VI.A, whichever is higher, shall apply.

The District reserves the right to require the Contractor to average the monthly costs for a specified group of children and render statements to the Districts at the average figure. Unless requested, the ride cost for each student shall be the same regardless of the length of the trip.

**E. Rate of Transportation for Educational Travel/Field Trips**

Rate for trips of educational value to special education students on three (3) alternative bases. A trip defined as the movement of a group of students from the first point of student pickup to a trip destination and return to a final point of student delivery.

The Owner reserves the right no to use the Contractor for field trips.

**1. Vehicle Mile Rate: \$ .92**

A vehicle mile is defined as the mileage of the vehicle from the first point of student pickup to the trip destination plus the mileage returning the students back from the trip destination to the point of student delivery.

**2. Cost per Hour: \$24.85**

Time begins when the vehicle arrives at the scheduled time at the first point of pickup to the point of student delivery. Waiting time at the trip destination is included. Time will be rounded to the nearest half hour. (For example: 3 hrs., 20 min. is 3 ½ hrs; 4 hrs., 10 min., is 4 hrs.)

**3. Minimum Cost per Trip: \$70.65**

This is the minimum dollar amount for a trip.

For a given trip, the highest of the alternatives of 1, 2, or 3 above will govern. The Contractor, at its option, may offer regular school buses for these movements so long as the total cost of the trip will be no more than that which would have applied on a per-pupil basis if smaller equipment were utilized.

4. **Extra Vehicles**

Two twenty-one (21) passenger vehicles, with or without a driver, shall be available at an annual rate of \$9,374.25 per vehicle. This includes maintenance, insurance, license and permits.

5. **Hearing Impaired Program**

Should the District so request, the successful bidder agrees to calculate an average cost each month for children transported to Regional Hearing Impaired Program (commonly known as the LICA region). The average cost will be based on the cost calculated on the application of the Base Rate or the Rate for Students Transported Outside District area, whichever applies to each student. The successful bidder would then determine an average costs for students involved and render a bill for each child at this average cost in lieu of the applicable cost.

## Rate Information - NSSD

	2006-2007	2007-2008
% Increases	2.6	2.9
A.Base Rate per Student:	\$18.67	\$19.21
B.Special Movement per Student:	\$18.67	\$19.21
C.Supplemental Rate per Student:	\$2.10	\$2.16
C.Supplemental Rate per Student with a wheelchair	\$33.54	\$34.51
D.Rate for Students Transported Outside District Area:	\$2.65	\$2.73
E. Rate of Transportation for Education Travel/Field Trips		
1.Vehicle Mile Rate:	\$0.92	\$0.95
2.Cost per Hour:	\$24.85	\$25.57
3.Minimum Cost per Trip:	\$70.65	\$72.70
F.Extra Vehicle charge without a driver	\$9,374.25	\$9,646.10

SEPTRAN, INC.  
1745 Estates Trail  
BURNSVILLE, MN 55306

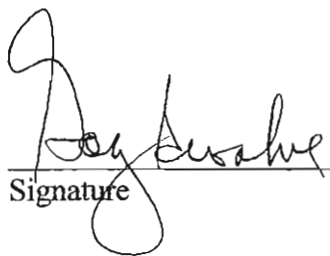
March 21, 2007.

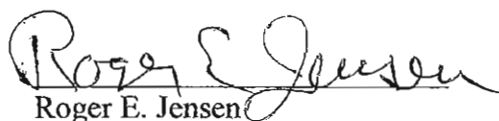
Attn: Gary Swalve  
Director of Business Services  
Northern Suburban Special Education District  
Highland Park, IL 60035-3899

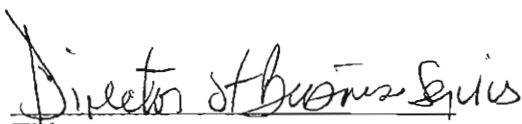
Dear Mr. Swalve:

This will confirm Septran's offer to extend our current transportation contract through the 2007-2008 school year at a rate increase of 2.9%.

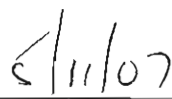
If this is acceptable, please sign all originals of this letter, keeping two copies for your file and return the other two to us for our records.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Roger E. Jensen

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
General Manager

  
\_\_\_\_\_  
Date