

REGULAR AND SPECIAL EDUCATION
TRANSPORTATION SERVICES
CONTRACT
FOR

SCHOOL YEARS 2014/15, 2015/16 AND 2016/17

ST. LIBORY SCHOOL DISTRICT 30
811 DARMSTADT STREET
ST. LIBORY, ILLINOIS 62282

AND

SOUTHWESTERN ILLINOIS BUS COMPANY LLC
2421 OLD PLANK ROAD
CHESTER, ILLINOIS 62233

GENERAL

1. This contract is to cover regular and special education bus transportation as required for pupils of St. Libory School District 30 for three (3) consecutive school years beginning with the 2014-2015 school year. The services shall consist of furnishing school bus transportation as required for pupils and other persons designated by the School District to and from points as directed. Such transportation is to be furnished by means of buses herein specified and at such times and places as shall be specified by the School District.
2. The Contractor shall, during the period hereinafter set forth, provide and maintain the required number of school buses to transport conveniently and safely, any and all students designated by the School District to be served under the provisions of the proposal. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted to the Contractor by the School District.
3. **ST. LIBORY SCHOOL**
The basic pay rate per bus will include pick up and drop off of one (1) route prior to the commencement of classes in the morning, and pick-up and drop off of one (1) route at the conclusion of classes with a minimum of 40 miles per bus per day. Bids should be quoted per bus per day for regular routes and per mile for each bus for extra-curricular trips. The school year will consist of a minimum of 174 student days for grades K-8. All regular route vehicles must be no less than 65 passenger capacity.

FREEBURG AND FRANKLIN ELEMENTARY SCHOOL (OPTIONAL / AS NEEDED)

The basic pay rate per bus will include pick up and drop off of one (1) route prior to the commencement of classes in the morning, and pick-up and drop off of one (1) route at the conclusion of classes with a maximum of 62 miles per bus per day. The school year will consist of a minimum of 180 student days for grades K-8. All vehicles must be rated a size to meet the requirements of the child's IEP.

4. **The student attendance day times are as follows:**
ST. LIBORY ELEMENTARY SCHOOL 7:55 A.M. to 2:50 P.M.
FREEBURG ELEMENTARY SCHOOL 8:15 A.M. to 2:30 P.M.
FRANKLIN ELEMENTARY SCHOOL 8:15 A.M. to 2:40 P.M (shuttle time and 2:15 Wednesday)
5. For the purpose of the Contract, the terms OWNER, BOARD, and DISTRICT are synonymous, and the terms VENDOR, BUS COMPANY, and CONTRACTOR are synonymous.
6. The School District shall reserve the right to unilaterally terminate the transportation contract for subsequent school year(s) prior to April 1 annually without prejudice.

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SPECIFIC SPECIFICATIONS

A. DEFINITIONS

1. "Board" or "Board of Education" shall mean the duly elected Board of Education of St. Libory School District 30 and the members thereof.
2. "School District" shall mean St. Libory School District 30.
3. "Contract" shall mean the mean this document in its entirety, upon its acceptance by the Board of such bid.
4. "Contractor" shall mean the successful Bidder whose bid has been accepted by the School District and to whom a Contract has been awarded.
5. "Route" or "Run" shall mean the course or plan of travel including pick up and drop off points for buses and/or other vehicles transporting students and others entitled to transportation.
6. "Superintendent" shall mean the duly appointed or acting Superintendent of the School District or his/her designee.

B. CONTRACTOR REQUIREMENTS

The Contract shall require the Contractor to provide the following services.

1. Contractor Personnel:

The Contractor's personnel shall be expected to perform, but not limited to, the following lists of duties:

- a. Maintain facilities and bus fleet including preventative maintenance program.
The maintenance facility shall be located within a twenty (20) mile radius of the School District boundaries.
- b. Recruit, select, and train bus drivers.
- c. Prepare and administer pre-service and in-service bus driver training including safety and student discipline topics.
- d. Keep records on all personnel.
- e. Maintain and keep current on all Federal and State laws regarding student transportation.
- f. Develop safe and economical bus routes, subject to the approval of the School District or their appointed representatives.
- g. Investigate requests and complaints regarding student transportation services and make recommendations to the School District's Superintendent and/or designee.
- h. Prepare reports necessary to complete School District, State, and local requests for information.
- i. Administer bus conduct reports as specified by the School District and work with the individual school principal on student discipline. The School District shall assist the Contractor on keeping a proper student atmosphere on the bus.
- j. Keep confidential history file on student bus conduct reports.
- k. Whenever regular bus routes are on the road, a responsible person shall be at the base radio station with a telephone available.

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- l. Dispatch buses, check drivers, and be totally familiar with all bus routes, schedules, school locations, etc.
- m. Supply a sufficient number of regular and substitute drivers to be available and properly trained so that a full transportation service is provided.
- n. Secretarial duties including but not limited to telephone coverage, filing, map maintenance, report documentation, bus conduct forms, etc.
- o. Be aware and keep the School District administration advised on ideas for improvements in the transportation system and cost savings.
- p. Be capable and experienced in school bus fleet operation and management.
- q. Minimum phone call coverage by the Contractor or terminal manager shall be from 5:30 a.m. to 5:30 p.m. on school days.

2. School Buses:

- a. All school buses used in the performance of this contract shall be owned by the Contractor or, if not so owned, the Contractor shall furnish the School District with a statement setting forth the name and address of the owner of each said school bus before placing said school bus in service. The Contractor shall present suitable evidence, prior to the award of the contract, establishing that it will have ample buses available and ready for use at the beginning of each school year. During the course of this Contract, if any equipment used by the Contractor is condemned in whole or in part, it is agreed that the bus will be replaced by the Contractor without expense to the School District and without any claim for adjustment.
- b. All buses are to be equipped with a two-way (not Citizen's Band) radio system. All licenses, fees, etc. associated with the two-way radio system shall be obtained by the Contractor at its expense. Radio contact between the school office and the bus driver when serving School District routes must be operable at all times.
- c. All Regular buses must be no less than 65 passenger capacity. A sufficient number of 65 passenger vehicles must be available to serve the needs of the School District whenever necessary.
All Special Education buses must be rated as defined in the child's IEP. A sufficient number of vehicles must be available to serve the needs of the School District whenever necessary.
- d. At any time in the performance of this agreement no bus shall be more than ten (10) years old. The average age of all buses shall be no more than ten (10) years old unless prior approval is granted by the School District. Annually, the Contractor shall supply the School District, with a listing of buses used in the School District which shall include age and serial number of each bus
- e. All 65 passenger buses shall be equipped with a minimum of one (1) push-out windows per side.
- g. The Contractor shall keep all school buses used in the performance of the transportation requirements in a good state of maintenance and repair. The passenger section shall be kept in a clean and sanitary condition. The Contractor shall cause each school bus to be inspected in accordance with standards set forth by the Illinois State Board of Education and the Illinois Department of Transportation as well as all local, State, and Federal standards, but under no circumstances shall there be less than two (2) inspections per year. All vehicles must carry a current school bus safety sticker at all times.

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h. No bus shall be continued in use after being declared unsatisfactory or unsafe by either a governmental body, the Illinois State Board of Education, the School District, or any other inspector appointed by either the Illinois State Board of Education or the School District, nor returned to service until such unsafe conditions have been corrected. Approved, satisfactory substitute buses shall be supplied by the Contractor while any regular buses are not used. Any State inspector fees incurred in the periodic inspection of the vehicles herein described shall be at no cost to the School District.

i. All buses shall be inspected daily and checked carefully for defects. Any defects found shall be remedied before using said bus. In addition, the Contractor shall maintain a sufficient number of standby buses which meet the requirements set forth hereinto be used in the event any buses which are transporting students in accordance with this Agreement fail to function or are otherwise unable to operate. No daily charge shall be made for any standby bus.

j. The Contractor shall be required to keep thorough, up-to-date records of all operating data and maintenance work done, and the School District shall have access to these files. This includes records on gas mileage, oil usage, tire replacement, work repair orders, etc.

k. The School District retains the right to designate the maximum number of passengers per bus, it being understood that the maximum may vary depending on whether the buses are used in transporting elementary or middle school students.

l. If the number of students to be transported increases so that the Contractor cannot provide transportation with the existing buses initially assigned to the performance of this Contract, the Contractor shall furnish such additional buses as necessary to provide the specified transportation for students in a manner such that the buses are not occupied by more than the number of passengers as designated by the School District. Any such additional buses shall be provided at the same per bus per day price as is set forth hereinafter in the Bid Documents for similar runs. The Contractor shall add any additional buses to service under this paragraph no later than three (3) days after being advised to do so in writing by the School District.

m. If the number of students to be transported decreases so that one or more school buses initially assigned to the performance of this Contract are not needed to comply with the requirements of this Contract, the Contractor shall eliminate the unneeded bus(es) and the price to be paid under this Contract shall be reduced by the per bus per day price as is set forth hereinafter in the Bid Documents for similar runs. The Contractor shall withdraw any unneeded buses from service under this paragraph no later than two (2) weeks after being advised to do so in writing by the School District.

The Contractor shall have available standby buses and standby drivers, both of which meet the requirements set forth herein, to accommodate any emergencies which may arise out of no fault of the School District. The school or the Superintendent shall be notified in an emergency situation.

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2. Drivers and Training

It should be understood that the transportation of school children is a unique and specialized professional services. It is of essence that the students be transported to and from school regularly, promptly, safely, and without interruption or incident, and that the safety of the children in such transportation shall take precedence over the interests of either the Contractor and its drivers or the School District. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor and the Contractor shall agree that it will enter into no agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the Contractor's ability to comply with this requirement.

a. It is understood that the Contractor, its officers, agents, and employees shall be considered and at all times act in the capacity of an Independent Contractor and not as an employee of the School District for any purpose, and shall not acquire either by contract or by operation of law any rights or benefits provided for employees of the School District. All expenses of operation maintenance shall be paid by the Contractor.

b. All buses shall be operated at all times by trained, competent, and prudent drivers who shall meet all state and federal requirements for school bus drivers including, but not limited to, those set forth by the State of Illinois and the Illinois Department of Transportation. In addition, all drivers will be required to follow all School District transportation policies and regulations. No driver shall be permitted to operate any vehicle under this Contract unless he/she is in full compliance with all such laws, rules, regulations, and policies.

c. The Contractor shall establish and implement a screening, hiring, and training program, all at the Contractor's expense, which includes the following as a minimum:

-Driver shall complete a written application form which shall be provided by the Contractor.

-Driver shall have an initial interview with the Contractor or designee to determine the applicant's aptitude for the job.

-Driver shall be required to complete and pass a pre-employment drug screening test and shall be instructed on the Contractor's drug/alcohol policy and its enforcement.

-Driver shall be required to submit to a criminal background check pursuant to Section 10-21.9 of the Illinois *School Code* (105 ICLS 5/10-21.9), the Illinois State Police sex offender database, and the Illinois State Police child murderer and violent offender against youth database prior to employment and periodically thereafter to the extent permitted or available by law. Contractor shall not knowingly employ any individual convicted in accordance with the aforementioned statutes.

-The Contractor shall conduct a record check on the applicant's driving record. Contractor also shall insure that the applicant has had no conviction against public morals or felony charge. The applicant's driving record, which is obtained from the State of Illinois, shall be available upon request to the Superintendent.

-The Contractor shall provide adequate pre-service training, consisting of a minimum of 20 hours of classroom and behind the wheel training including first-aid training, so that the driver has a thorough knowledge of the State of Illinois traffic laws and regulations. In addition, the Contractor shall provide a minimum of 20 hours of behind-the-wheel training with a qualified instructor before the driver takes his/her school bus road test with the Motor Vehicle Department.

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-All drivers shall be required to take the National Safety Council Defensive Driving Class within 120 days of employment, and evidence of satisfactory completion shall be furnished to the School District.

-Applicant drivers must pass physical, written and road tests, and obtain a minimum of a CDL Type, Class B license and an Illinois School Bus Permit before transporting students.

-Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois.

-The Contractor must provide route training before the driver is given the responsibility of transporting students. This includes, but is not limited to:

1. A specific map of the route indicating exact locations and names for pick-ups and drop offs;
2. Specific information about the route indicating danger points, road hazards, etc.; and
3. Actual driving of the route.

-The Contractor must provide on-going in-service training programs for the bus drivers. Drivers shall be required to attend the meetings. A minimum of two in-service meetings shall be held each school year with a minimum length of one and one-half (1 ½) hours each. The meeting topics shall be geared to driver needs, including but not limited to safety, discipline, drills, and, Failure of a Driver to attend, may, at the sole option of the School District, result in replacement of the non-attending driver. The School District shall be informed in advance when these meetings take place.

-In addition to the in-service meetings, meetings shall be conducted on topics that require immediate attention.

d. The Contractor will be responsible for proper supervision over the drivers to ensure the routes are being run correctly and on time. Also included in this supervision should be an annual evaluation of all drivers in the areas of driving competency, understanding of laws, regulations, and School District policies. This evaluation shall be discussed with the School District at its request.

e. The Contractor shall furnish the following information relative to each driver who will be used in the execution of this Contract to the School District by August 1 of each year of the Contract and shall keep such information current if changes occur:

-Each driver's name, including first name, middle initial, and last name;

-A copy of each driver's school bus permit and license number;

-The date on which each driver successfully passed drug/alcohol screening;

-The date on which each driver was cleared by a criminal background check and checks of the Illinois State Police sex offender database and Illinois State Police child murderer and violent offender against youth database; and

-Each driver's normal routing assignment and normal bus assignment.

f. All drivers shall maintain a courteous attitude and neat appearance. A uniform appearance is recommended. All drivers shall speak English.

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g. Drivers shall meet or exceed the physical qualifications set forth by State law and the Illinois State Board of Education and Illinois Department of Transportation. No later than August 1 of each year of the Contract, the Contractor shall furnish proof to the School District that each driver had satisfactorily met the State requirement for a physical examination. Thereafter, throughout the term of the agreement, each driver shall have a new physical examination each school year. The School District or its representative may at its discretion demand such additional examinations of drivers as it deems necessary and the costs of such additional examinations shall be paid by the Contractor. If new drivers are assigned to the performance of this agreement after its commencement, proof that new drivers satisfactorily meet the State requirement for a physical examination shall be submitted to the School District no later than five (5) days prior to such assignment. Any driver who is found to be physically unfit to operate a school bus will be removed immediately from performance of his/her transportation duties.

h. The Contractor shall provide to all drivers a manual or handbook outlining all Contractor policies and procedures. Included therein must be a written policy covering procedures to follow in emergency situations and all steps to follow if the bus is involved in an accident of any kind. Also included shall be a procedure outlining the steps to follow if a bus breaks down. All drivers should be taught and tested on these procedures to the extent that they will be prepared if an emergency does occur. The Superintendent shall be notified immediately by the Contractor when any accident has occurred or any driver has been stopped by the police and issued a citation.

i. Bus drivers shall be hired, employed, and under complete supervision by the Contractor, however, the Contractor shall replace any school bus driver, who in the sole opinion of the Superintendent or his/her designee, is detrimental to the best interest of the School District's students being transported by bus.

The Contractor shall keep files on each bus driver including, but not limited to, the drivers written application form, references, including those checked with written notes by the Contractor, employment record, driving record, written evaluations, etc.

j. The drivers shall be responsible for loading and unloading students and for the discipline of the students while on the bus. Appropriate discipline is establishing and enforcing rules for school bus transportation. A change of assigned seating in the front left (located to the right of the driver) seat shall be used if needed. Corporal punishment will not be used. The School District shall assist the Contractor with its responsibilities in accordance with School District policy. The degree of discipline on a bus is in direct proportion with the ability of the bus driver and the Contractor to effectively teach and implement procedures. Therefore, the primary responsibility rests with the drivers and Contractor's management. It is to be further understood that decisions on disciplinary problems, suspensions, or expulsions shall rest with the School District. Any vandalism damage to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the School District will assist the Contractor in receiving restitution for damaged equipment.

k. All bus conduct rules shall be obeyed by both students and drivers. This shall include no smoking, drinking beverages, eating, profane language, etc. The drivers shall be responsible for a complete safety test BEFORE leaving on any trip. This test shall consist of, but not be limited to rear safety door, windows, fuel, tires, and lights.

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C. ROUTING & SCHEDULING

1. The Contractor, with cooperation from the School District, shall be responsible for the establishment of all bus routes. These will be set up according to School District policy for the length of ride, location of bus stops, and walking distances. Final approval by the School District must be given before the routes are used and no later than July 15 preceding the start of the school year.
2. The School District retains the right to modify bus stops, routes and schedules once established. A minimum of three (3) days written notice of any changes shall be given the Contractor in advance of implementation of such changes except for emergency situations.
3. The Contractor shall maximize efficiency through routing and scheduling. There shall be a continuing effort to combine routes when ridership is low because of declining enrollment areas.
4. For runs going to and returning from the school, the bus driver shall leave the point of origin for each route at a scheduled time and shall complete the route with a minimum variance of time. No bus shall be loaded with any passengers beyond the approved capacity of the bus.
5. The Contractor shall permit the School District's designated representative to ride the vehicles on all routes for auditing purposes. These audits shall check for mechanical condition and cleanliness of buses, driver evaluation, discipline, meeting schedules, and similar such information.
6. The Contractor shall provide to the School District all necessary information needed for preparation by the School District of the annual claim for Pupil Transportation Report and any other reports as required by the Illinois State Board of Education or the School District's Board of Education (e.g., Annual Mileage Reports).
7. The Contractor shall organize all bus routes to the approval of the School District. The Contractor shall furnish to the School District without additional charge 8-1/2" x 11" maps of each daily route and bus stops before school starts each year.
8. Only authorized students and school personnel shall be permitted to ride on buses used for school purposes. All other riders including family members of school bus drivers are excluded from riding the bus without prior approval of the School District or its appointed representative.
9. Authorized students, as specified by the School District, will not be refused a ride or evicted along the route by the Contractor. Any prohibitions to ride a bus shall be determined in accordance with the School District's Board policy. The School shall notify the Contractor of any such prohibitions.

D. ROUTES

During each school year of this proposal, 2014-2015, 2015-2016, and 2016-2017, the Contractor shall provide the following bus transportation to designated students of the District. Each school year shall be defined by the school calendar established by the Board of Education. All routes, runs, schedules, and bus stops shall be approved by the School District. Route information is set forth in Appendix A.

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1. Daily Regular Routes: Sufficient school buses shall be available for regular routes daily between the hours of 7:00 a.m. and 8:00 a.m. and the hours of 2:45 p.m. and 3:45 p.m. under good weather and traffic conditions. If weather and traffic conditions require extended time for the provision of regular bus service as delineated in this proposal, such extra time shall be provided at no extra cost to the School District. The morning routes shall be from designated bus stops along regular routes to the schools. In the afternoon, transportation shall be from the schools to designated bus stops along regular routes.

St. Libory School students shall be dropped off at their respective school no earlier than 7:50 a.m. and no later than 7:55 a.m. Students attending Freeburg and Franklin will follow the schedule as defined by their IEP. The afternoon buses shall be present at each school no later than five (5) minutes prior to the end of the school day. In the event that the Contractor fails to comply with the foregoing time limits, the penalty clauses set forth in these specifications shall be effective.

3. Field Trips & Intramural/Interscholastic Activities: School buses shall be made available by the Contractor for field trips and intramural/interscholastic activities as needed by the School District. A sufficient number of buses to meet the needs of the School District shall be made available by the Contractor when at least three (3) days advance notice is provided to the Contractor. These buses transport teams to different school locations.

E. TELEPHONES

The Contractor shall maintain at its own expense two telephone lines. One line shall be listed for use of the general public and one line is to an unlisted number for the purpose of allowing the designated representative of the School District or the Contractor to inform the Contractor of any problems with a minimum of delay. The Contractor shall have competent personnel available to answer both said public and private lines during normal working hours.

F. INSURANCE

Insurance requirements are as follows:

1. The Contractor shall obtain and maintain in full force and effect during the entire term of this Contract and pay the premium thereon from a company(s) listed to do business in Illinois a policy of public liability, property damage, and bodily injury insurance insuring all passengers and parties at all times issued by an insurer authorized to transact business in this State and approved by the School District. Each policy shall, in addition to the Contractor, include as named insured the School District, the Board of Education, all members of said Board of Education, and all officers, agents, employees, and volunteers of the School District.

2. The operator shall provide, maintain, and pay for comprehensive automobile liability and property damage insurance for all vehicles used to provide transportation under this Contract. The basic liability coverage minimums shall be:

- A. Bodily injury Liability \$5,000,000 per occurrence
- B. Property Damage Liability \$1,000,000 per occurrence
- C. Uninsured Motorist Coverage State Requirement
- D. Blanket Excess Coverage \$5,000,000 per occurrence

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3. All of the aforesaid policies are to be an occurrence made policy. Claims made policies will not be accepted.
4. Any loss or cost not covered by the aforesaid insurance policies because of “deductibles clauses” shall be assumed and paid for by the Contractor.
5. The insurance policies providing general liability coverage shall cover obligations arising from the hold harmless provision specified in Paragraph N of these Specifications, and all policies listed under this Paragraph F shall also contain a waiver of all rights of subrogation against the School District and the additional named listed in Paragraph F, for all losses payable under said insurance policies.
6. For the first year of the Contract, the Contractor shall file final Certificates of Insurance with the School District within ten (10) days of the Contract award. For each remaining year of the Contract, the Certificates of Insurance shall be filed by the Contractor with the School District upon policy renewal of each Contract year.
7. At least twenty-one (21) days prior to the expiration of any of the aforesaid insurance policies during the term of this Contract, the Contractor and its insurer shall provide the School District with a new Certificate of Insurance as required herein to evidence policy renewal or new coverage for the period subsequent to the expiration date of the prior policy in the amounts required above.
8. Each of the aforesaid insurance policies and respective Certificates of Insurance shall state that the respective policies will not be terminated, amended, or reduced without at least thirty (30) days prior written notice to the School District and Contractor. In the event of termination of an insurance policy, the Contractor shall furnish evidence of new insurance at the earliest possible date, but not later than ten (10) days prior to the cancellation date of the original policy. Failure of the Contractor to obtain new insurance shall be cause for the School District to terminate the Contract.

G. PENALTIES

1. In the event that the route schedules set forth in Appendix A are not adhered to by the Contractor, due to Contractor's fault, the Contractor shall be penalized as follows:

- Incident Penalty Per Occurrence
 Bus 6-10 min. late \$ 40.00
 Bus 10-15 min. late \$ 60.00
 Bus 15-30 min. late \$ 75.00
 Bus over 30 min. late \$ 250.00

2. In all cases, buses will complete a bus route despite the lateness and despite any penalty clauses invoked.

3. Students missed at designated bus stops within the framework of the bus schedule due to driver negligence or other negligence on the part of the Contractor shall be picked up and delivered by the Contractor to the students' proper destination. No additional charge shall be assessed for this service by the Contractor.

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4. In all cases where the Contractor anticipates delays or the missing of routes because of circumstances beyond the Contractor's control, the Contractor shall notify the Superintendent or his/her designee of said situation immediately upon becoming aware of it. Failure to so notify the Superintendent or his/her designee shall make the Contractor liable to the penalty clauses herein delineated.

5. These penalties shall be invoked on all runs made by any of the Contractor's school buses in the School District in the A.M. and in the P.M.

6. Penalties shall be deducted from the monthly billings.

7. Repeated violations of the route schedules shall be sufficient cause for the School District to invoke the Breach of Contract section.

8. The determination of Contractor fault as delineated in this section shall be made by the Superintendent or his/her designee. If the Contractor disagrees with a determination related to a penalty, the Contractor may appeal to the School District.

9. If for any reason the Contractor fails to provide an approved bus for any scheduled route, thus necessitating the use of combined runs, the School District will be given a credit of seventy-five percent (75%) of the route rate for the bus(es) not provided.

10. In the event that the Contractor should provide a bus not properly equipped with driver's seat belts for either Regular Route Service and/or Charter Service the Contractor shall be penalized the daily rate of a route bus for each occurrence.

H. RULES

The School District shall have the authority to establish rules covering the performance of drivers and the conduct of students. The failure of any driver assigned to the performance of this agreement to obey and enforce all rules established by the School District with respect to the transportation of students by bus shall be sufficient reason for the removal of such driver from the performance of this agreement upon the request of any Board of Education or their appointed representative.

I. LAWS AND REGULATIONS

During the entire term of the Contract, the Contractor shall comply in every respect with all State and federal laws, rules, and regulations affecting or regulating the transportation of school children, including but not limited to the *Illinois Motor Vehicle Code* and *Illinois School Code* and the rules promulgated by the Illinois State Board of Education and Illinois Department of Transportation, and School District policies.

J. SAFETY PRECAUTIONS

1. All traffic regulations must be observed at all times.

2. Each driver shall remain with his bus at all times whether en route or at a school building.

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3. Each driver shall use all care to guard the children, prevent undue crowding, and maintain order in his bus without use of force or fear. Any child refusing to obey the driver will be reported to the school authorities whose decision and action in the matter will be final.
4. All children riding the buses shall be transported to their designated stops. No child shall be allowed to get off at a stop other than his/her designated stop.
5. The Contractor shall provide buses to the School District for safety education purposes two (2) times per year. Buses and drivers for this purpose shall be provided free of charge and shall be made available to each school to implement a bus safety program as designated by the School District.

K. EMERGENCY REQUEST

In the event of an emergency situation at any one of the schools covered by this proposal which necessitates removal of students from the school(s), the Contractor shall provide the required transportation within 60 minutes of such request. This condition is not subject to the penalty clause, as set forth in Paragraph G.

In cases of emergency which necessitates the cancellation of bus service on the part of either party, the School District or the Contractor shall be notified as soon as it is apparent that school will be closed or that buses will not operate. Whenever buses will not operate because of hazardous driving conditions caused by snow or other acts of God, the Contractor shall make every effort to notify the Superintendent or his/her designee by 5:30 a.m.

L. REASSIGNMENT

The Contractor shall not reassign or sell any rights to this Contract to another party or parties without prior written approval from the School District. Such action without approval shall invalidate this contract.

M. FORCE MAJEURE

The parties to the Contract understand that under certain circumstances the Contractor may be unable to perform in the customary manner due to an act of God, fire, strike, loss of transportation facilities, lock-out, or commandeering of materials, products, plants, or facilities by the Government. In the event that service is interrupted for more than twenty-four (24) hours for any of the above reasons or any other event which prevents the Contractor from furnishing service, the School District shall have the right to secure and substitute other transportation service.

N. INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless, and defend St. Libory School District 30, its Board of Education, members of said Board of Education, individually, and the School District's officers, agents, employees, volunteers, successors, and assigns, against all suits, actions, legal proceedings, claims and demands, and against all personal injuries and property damages, losses, costs, expenses, and attorney's fees, in any manner caused by, arising from, incident to, connected with, or growing out of, either directly or indirectly, any acts, omissions, or failures to perform the Contract which are attributed to the Contractor, its officials, employees, agents, successors, or assigns, except to the extent such claim or demand arises from or is caused solely by the negligence or willful misconduct of the School District.

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In the event that the School District deems it necessary to retain its own legal counsel to defend the School District against such suits, actions, legal proceedings, claims and demands, the School District shall have the right to retain its own legal counsel and the Contractor agrees to reimburse the School District for any cost reasonably so incurred in the defense of such suits, actions, legal proceedings, claims and demands.

O. BREACH OF CONTRACT

1. If the Contractor shall violate, breach, or fail to perform any of the terms or conditions herein contained, including the provisions of the statutes, rules, and regulations referred to above, the contract shall, at the option of the School District, be void and the said School District shall be entitled to damages, including attorney fees, resulting from said breach or failure on the part of the Contractor. The partial or total failure of the Contractor to perform its services as a result of extreme weather conditions, impassable roads or acts of God shall not be judged a breach of the proposed contract. However, the Contractor shall not be paid for any lack of total performance. If terminated, said termination shall be effective on the date stipulated by the School District but shall not be less than five (5) days after receipt of written notice by the Contractor.
2. If, in the opinion of the School District, minor contract violations and/or non-performance problems occur, the School District shall be entitled to damages including, but not limited to attorney fees incurred in enforcing or correcting such breach.

P. TERMINATION OF CONTRACT

The School District as well as the Contractor shall each have the right to terminate this contract at the end of any school year by giving written notice to the other party prior to April 1 of the year at the end of which service will terminate.

Q. CONTRACT DURATION

This agreement shall be effective August 1, 2014, and shall continue in force and effect until the end of the 2016-17 school year unless terminated as provided herein and may be extended for two (2) additional years by mutual agreement.

R. COMPENSATION

1. Cost of the Regular Transportation routes should be based on a per bus per day rate. The basic pay rate per bus per day shall include pick up and drop off of one (1) route prior to the commencement of classes in the morning, and pick up and drop off of one (1) route at the conclusion of classes in the afternoon with a minimum of 40 miles per bus per day.
2. Cost of Special Education routes should be based on a per bus per day rate. The basic pay rate per bus per day shall include pick up and drop off of one (1) route prior to the commencement of classes in the morning, and pick up and drop off of one (1) route at the conclusion of classes in the afternoon with a minimum of 62 miles per bus per day.
3. Cost of Field Trip & Intramural/Interscholastic Activities should be a per hour rate for either one-way or two-way transportation of students to various events both during and after school. Time billed for each one-way field trip or intramural/interscholastic activity bus shall be from the scheduled time of the trip departure from the school to the arrival time at the designated location. Time billed for each two-way field trip or intramural/interscholastic activity bus shall be from the scheduled time of the trip departure from the school to the return time of the trip to the school.

District Initial _____

Contractor Initial _____

The arrival or return time shall be documented by a signature of a School District employee with the bus driver upon the employee's departure from the bus. Travel time to and from the Contractor facility shall not be billed to the School District for transportation for field trips and intramural/interscholastic activities.

4. Contractor shall be responsible for all fuel costs. Proposal seeking to project fuel costs on to the School District by inclusion of a fuel escalator clause or any other means will not be considered.

5. The Contractor shall on or before the fifth (5th) day of each month submit to the School District its written statement itemizing all amounts due to the Contractor for the preceding calendar month. Monthly statements shall include a detailed report of each bus route and/or transportation provided during that month.

The School District shall pay the same in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) following Board of Education approval at its next regularly scheduled monthly meeting. The Contractor shall keep records sufficient to confirm the accuracy of all statements for a minimum of one year after the submission of each report and shall make such records available for inspection by the School District at all reasonable times.

District Initial _____

Contractor Initial _____

The contract price for years two and three will be limited to 5% or the percent increase in the national Consumers Price Index (CPI), whichever is less.

OPTION # 1

Cost for 2014/15 Service:

1) **REGULAR TRANSPORTATION:** (Full size bus)
RATE PER BUS PER DAY BASED ON ONE AM AND ONE PM ROUTES PER DAY
\$210.00 per bus per day: x 1 bus x 174 days per year = **\$36,540.00 (A)** Annual Cost
(Number of buses may change yearly according to demand and routing.)

2) **FIELD/ATHLETIC TRIP:** (Regular and Special Education)
\$40.00 PER HOUR WITH A TWO HOUR MINIMUM
One (1) bus per day available for Athletics or Field Trips

Southwestern IL Bus requires 3 week notice prior to start of following routes:

3) **SPECIAL EDUCATION TRANSPORTATION:** (**as needed*)
FREEBURG ROUTE
\$230.00 PER BUS PER DAY BASED ON ONE AM AND ONE PM ROUTE
Price per bus per day: x 1 bus x 174 days per year = **\$40,020.00(C)** Annual Cost

4) **SPECIAL EDUCATION TRANSPORTATION:** (**as needed*)
FRANKLIN ELEMENTARY ROUTE
\$230.00 PER BUS PER DAY BASED ON TWO WAY ROUTE
Price per bus per day: x 1 bus x 174 days per year = **\$40,020.00 (C)** Annual Cost

* (Number of buses may change yearly according to demand and routing.)

Option # 1 Chosen: please check

Yes _____

No _____

Name

St. Libory School District

Title

Date

The contract price for years two and three will be limited to 5% or the percent increase in the national Consumers Price Index (CPI), whichever is less.

OPTION # 2

School busses will be 10 years old or newer:

Cost for 2014/15 Service:

1) **REGULAR TRANSPORTATION:** (Full size bus)

RATE PER BUS PER DAY BASED ON ONE AM AND ONE PM ROUTES PER DAY

\$210.00 per bus per day: x 1 bus x 174 days per year = **\$36,540.00 (A)** Annual Cost

(Number of buses may change yearly according to demand and routing.)

2) **FIELD/ATHLETIC TRIP:** (Regular and Special Education)

\$2.35 per mile round trip (minimum 30 miles) PLUS \$12.00 per hour

One (1) bus per day available for Athletics or Field Trips

Southwestern IL Bus requires 3 week notice prior to start of following routes:

3) **SPECIAL EDUCATION TRANSPORTATION:** (**as needed*)

FREEBURG ROUTE

Not priced at this time.

4) **SPECIAL EDUCATION TRANSPORTATION:** (**as needed*)

(2000 or newer van or car)

FRANKLIN ELEMENTARY ROUTE (301 North 2nd St, Belleville)

\$177.00 PER BUS PER DAY BASED ON TWO WAY ROUTE

Price per vehicle per day: x 1 bus x 174 days per year = **\$30798.00 (C)** Annual Cost

* (Number of buses may change yearly according to demand and routing.)

Option # 2 Chosen: please check

Yes _____

No _____

Name

St. Libory School District

Title

Date

Per the points set forth previously in this contract St. Libory School District and Southwestern Illinois Bus Company LLC mutually agree on these terms for the school years 2014/15, 2015/26, 2016/17.

Name
St. Libory School District

Title

Date

Name
Southwestern Illinois Bus Company

Title

Date