

OFFICE OF THE ASSISTANT SUPERINTENDENT  
FOR EDUCATIONAL SERVICES

TO: Dr. Mike Riggle

FROM: Rosanne Williamson

RE: Curbeam FOIA Request

DATE: June 14, 2010

Attached you will find a response to a FOIA request.

A letter outlining the items requested dated May 25, 2010 (see attached) was received via mail on May 27, 2010 from Mr. James Curbeam. We responded within the 5 business day requirement – note that May 31, 2010 was a legal holiday.

Not all of the items requested were provided because in some cases, no documents were available.

The information collected was sent to Mr. Curbeam via email as he requested. The documents are available online through the electronic board packet and will be made available in hard copy for Board members if requested. These items were not copied for the Board packet.

THE  
GLENBROOK  
HIGH SCHOOLS

Northfield Township High School District 225  
1835 LANDWEHR ROAD  
GLENVIEW, ILLINOIS 60026-1241  
PHONE: (847) 486-4701

May 28, 2010

Mr. James Curbeam  
Teamsters Local Union No. 777  
3438 Grand Blvd.  
Brookfield, IL 60513

Re: Freedom of Information Request

Dear Mr. Curbeam,

I am responding to the request for information received May 27, 2010, pursuant to the Illinois Freedom of Information Act. Attached please find the documents/answers to requested items including:

1. Most recent RFP document issued for school bus transportation in GLENBROOK DISTRICT OFFICE District 225, including any related documents made available to the public or to prospective bidders, any attachments, addenda, revisions, guidelines, instructions, "questions and answers," and the successful proposal from the current bus transportation provider. Please see attached.
2. Current contract between GLENBROOK DISTRICT OFFICE District 225 and any or all busing company, including the overall dollar amount of the contract. Please see attached.
3. If any violations of the current contract between GLENBROOK DISTRICT OFFICE District 225 and company have occurred, please document said contract violations. No documents available.
4. Any entities or different corporations that handle your Special Needs Transportation. No documents available.

If you have further questions, please do not hesitate to contact me.

Sincerely,



Dr. Rosanne Williamson  
Secretary, Board of Education  
Northfield Township High School District 225

Copy: Members of the Board of Education  
Dr. Mike Riggle

MAY 27 2010

Dr. Mike Riggle – Superintendent  
1835 Landwehr Road  
Glenview, IL 60026

Dear Dr. Mike Riggle:

May 25, 2010

Please consider this letter as a request under the Illinois Freedom of Information Act. I am requesting a copy of the following documents from GLENBROOK DISTRICT OFFICE District 225.

1. Most recent RFP document issued for school bus transportation in GLENBROOK DISTRICT OFFICE District 225, including any related documents made available to the public or to prospective bidders, any attachments, addenda, revisions, guidelines, instructions, "questions and answers," and the successful proposal from the current school bus transportation provider.
2. Current contract between GLENBROOK DISTRICT OFFICE District 225 and any or all busing company, including the overall dollar amount of the contract.
3. If any violations of the current contract between GLENBROOK DISTRICT OFFICE District 225 and company have occurred, please document said contract violations.
4. Any entities or different corporations that handle your Special Needs Transportation.

It is my desire that you provide an exact copy of these documents with the understanding that I will pay duplication, mailing and labor costs. However, if costs will be significant (over \$50), I would request that you contact me to set up a date for me to copy, examine and/or take notes from your public records during normal business hours.

If you believe that some portions of these files are exempt from disclosure, please redact any such alleged exempt material. If you deny any part of this request, please cite each specific reason that justifies your refusal to release the information. Please notify me of any appeal procedures available under the law.

Please do not hesitate to call me at (202)-359-4553 if you have any questions, and I will call you in the near future to clarify any parts of this request (as needed). Please note that the Illinois Freedom of Information Act requires a prompt response to this letter in writing. Thank you for your time and consideration in this matter.

I prefer electronic copies of all documents, to be sent to [jcurbeam@teamster.org](mailto:jcurbeam@teamster.org) however, if you must send hard copies please note that our office only accepts union postal carriers, including the United States Postal Service and UPS. **Please do not send any information via Fed Ex. Our address is 3438 Grand Blvd, Brookfield, IL 60513**

Sincerely,

James Curbeam, IBT Organizer

FOIA REQUEST	
Date Received:	5/27/10
Time Received:	1:41pm
5 Day Response Deadline:	6/4/10
Date Sent:	05.28.10 via email

# **STUDENT TRANSPORTATION BID SPECIFICATIONS**

**NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225**

**1835 Landwehr Road**

**Glenview, Illinois 60026**

**Lisa B. Wall – Director of Transportation**

**Kimberly L. Ptak – Director of Operations & Purchasing**

NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225  
1835 Landwehr Road  
Glenview, Illinois 60026

Specifications for Student Transportation Bid for the 2006/07, 2007/08, and 2008/09  
school years.

**Invitation to Bidders**

The Northfield Township High School District No. 225 will accept sealed bids from qualified vendors for our student transportation for the 2006/07, 2007/08, and 2008/09 school years until 2:00 p.m., on Tuesday November 22, 2005.

**Conditions of Contract**

1. The transportation contract shall be between the Board of Education of Northfield Township High School District No. 225, Cook County, Illinois, hereafter called "District" of 1835 Landwehr Road, Glenview, Illinois 60026 and the successful transportation contractor, hereinafter referred to as "Contractor".
2. The Contractor shall provide the District with bus service for transportation to and from school, ninth through twelfth grade transportation, after school activity buses, interscholastic and intramural buses, shuttle buses between campuses and all special transportation needs such as school field trips, athletic events etc. This transportation contract shall be for a three (3) year period commencing with the first day of school in August 2006 and ending with the last day of school of the 2008/09 school year. If mutually agreed upon by both parties, the contract may be renewed for an additional two (2) years.
3. The Contractor shall maintain and operate its vehicles at all times in a safe and efficient lawful manner and in accordance with such instructions and directions as may, from time to time, be issued by the District and shall comply with all lawful orders, rules and regulations of the State of Illinois and the United States and the ordinances of the municipalities applicable thereto.
4. The Contractor shall, at its expense, procure and maintain in effect any and all licenses, permits and certifications, which are or may be required by regulatory bodies for the performance of student transportation services.
5. The Contractor shall assume all costs of the transportation/operation, including but not limited to, the cost of purchase of vehicles, including two-way radios, gas, maintenance, all types of insurance including unemployment insurance, supplies, accessories necessary for safe operation, and all salary and benefits for drivers, mechanics and all other transportation employees.

6. The Contractor shall not assign or sublet any contract entered into with the District in whole or in part without prior written consent of the Board of Education.
7. There shall be no restriction to prevent the District, at its option, to transport student groups of any size in private cars or school owned vehicles, contract with individual parents to transport their students attending public schools or to expand or reduce daily transportation service to meet the needs of regular as well as handicapped students in accordance with the demands of such needs.

### **Instructions to Bidders**

1. All bids shall be placed in a sealed envelope addressed to Kimberly Ptak, Director of Operations and Purchasing, Northfield Township High School District No. 225, 1835 Landwehr Road, Glenview, Illinois 60026, with the bidders name and address on the outside of the envelope and marked "Transportation Bid – 2006/07" and delivered to Kimberly Ptak, 1835 Landwehr Road, Glenview, Illinois 60026 by 2:00 PM on Tuesday November 22, 2005, at which time all bids will be opened and read aloud. All bids shall be valid for ninety (90) days beginning at 2:00 p.m., Tuesday November 22, 2005.
2. A mandatory Pre-Bid meeting will be held on Wednesday November 9, 2005 at 9:00am at the Glenbrook High Schools Administration Building, 1835 Landwehr Road, Glenview, Illinois 60026. This meeting is mandatory for all prospective bidders.
3. After reading the attached specifications and attending the mandatory Pre-Bid meeting, potential vendors with questions should contact Kimberly Ptak, Director of Operations and Purchasing via email: [kptak@glenbrook.k12.il.us](mailto:kptak@glenbrook.k12.il.us). Any questions received and answers given will be emailed to all bidders who attended the pre-bid meeting.
4. Each bid must be accompanied by a bid bond, certified check or bank draft made payable to the order of Northfield Township High School District 225 in the amount of \$50,000 as a guarantee that if the contract is awarded, the bidder will execute the contract, furnish the required performance bond and furnish the services specified. Certified checks or bid bond of all unsuccessful bidders will be returned promptly, after the awarding of the bid to the successful contractor. The certified check or bid bond of the successful bidder shall be returned promptly after the filing of said performance bond, proper execution of said contract, and the furnishing of the required insurance certificate.
5. The successful bidder shall be required to furnish a performance bond executed by a surety company satisfactory to the Board of Education in the amount of one half of the annual bid to guarantee the faithful performance of this contract. The bond shall be for the term of contract and shall be approved as to surety and as to form by the Board of Education and the attorney for the District. Should the bidder fail or neglect to furnish a satisfactory performance bond or refuse to sign the contract on the basis of this bid, or fail to meet the requirements or specifications, the bid bond, certified check or bank draft shall be forfeited as liquidated damages. It is the intention of the Board of Education to award the contract to the lowest responsible bidder, best meeting the requirements of the Board of Education. The Board of Education thereby reserves the right to accept or reject

any or all bids for any reason without recourse or to make the award in such a manner as the Board of Education may deem right and proper for the best interest for the District.

6. Bidders may bid on one or more items as outlined in Appendix B. The Board of Education reserves the right to award the bid to one Contractor or split the bid between Contractors.
7. The Board of Education reserves the right to hold all bids for a period of ninety (90) days after the date of the bid opening and the bidder shall not withdraw his bid during the said ninety (90) day period.
8. The bidder shall inform himself fully of the District's transportation requirements. (For example, this would include viewing the various bus routes, schools, pick-up and drop-off locations, mileage, etc.). In essence, the Board expects the bidder to be familiar with all aspects of our transportation requirements. For the convenience of bidders, the District is providing various information about its transportation requirements, as set forth in Appendix A.
9. Proposals shall be submitted on forms provided by Northfield Township High School District No. 225 and must include:
  - Appendix B – Student Transportation Bid Sheet
  - Appendix C – Acknowledgement of Bid Specifications
  - Appendix D – Non-Collusion Affidavit
10. A signed and duly notarized Non-Collusion affidavit, attached hereto as Appendix C. Proposals submitted on forms other than the attached forms may be rejected. All proposals should be clearly marked "Transportation Bid – 2006/07".
11. Any proposals received after the date and time stated shall be returned to the bidder unopened.
12. Either party has the right to unilaterally terminate the transportation contract for subsequent school year/years, prior to March 1<sup>st</sup>, annually, without prejudice.
13. No bid will be accepted that contains any escalator or de-escalation (contingency) clauses for any purpose whatsoever, i.e., fuel, labor, insurance, etc.
14. Bidder shall provide a minimum of three (3) school references, preferably high school districts, reflecting current contractual relationships. Bidder shall also provide names, addresses, and phone numbers of school district contracts lost within the previous five (5) years.
15. The successful bidder shall be required to enter into a written contract with the District, which incorporates all of the terms of these bid documents.
16. The Board reserves the right to award the bid in the best interest of the District.

## **District Requirements**

The District shall be obligated to:

1. Provide the administration of the registration process and the fee collection for student transportation.
2. Prepare and process mailings and bus passes.
3. Provide the number of students registered at each bus stop prior to the first day of school.
4. Pay the Contractor's District approved monthly invoices following the regular monthly School Board Meeting, (generally the fourth Monday of each month).
5. Notify the Contractor of any known student/resident moves, additions or deletions.
6. Notify the Contractor of any field trips, extra curricular or athletic trip bus requirements three (3) days in advance of the day of the trip.

**Note:** The District is not required to provide transportation to the residents of Northfield Township High School District 225. The District's role is solely to act as an agent for parents contracting with the successful Bidder/Contractor for transportation for students to and from school.

## **Contractor Requirements**

The Contractor shall be subject to all of the following terms:

1. Contractor Personnel:
  - 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 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 District. Contractor shall not hire or retain any individual that has been convicted for one of the offenses listed in Section 10-21.9 of the School Code. All expenses of operation maintenance shall be paid by the bus contractor.

The Contractor and its personnel shall be obligated to perform and/or comply with the following non-exclusive list of duties/requirements (A through T below):



- A. Maintain facilities and bus fleet including preventative maintenance program. The District will give preference to bidders with a maintenance facility located within a ten (10) mile radius of the Glenbrook High Schools 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. Keep time logs of arrivals and departures.
- F. Maintain and keep current on all Federal and State laws regarding transportation, along with school board policy.
- G. Work with the District to develop safe and economical bus routes, subject to the approval of the Assistant Superintendent of Business Affairs or his/her appointed representative.
- H. Maintain a written quality control manual that will be fully implemented by the Contractor. Such manual shall be available for review by the Assistant Superintendent of Business Affairs or his/her appointed representative.
- I. Investigate requests and complaints regarding student transportation services and make recommendations to the Assistant Superintendent of Business Affairs or his/her appointed representative.
- J. Prepare reports necessary to complete school district, state and local requests for information.
- K. Administer bus conduct reports as specified by the District and work with the school system on student discipline. The District shall assist the Contractor on keeping a proper student atmosphere on the bus.
- L. Keep confidential history file on student bus conduct reports.
- M. Whenever regular bus routes are on the road, a responsible person shall be at the base radio station with a telephone available.
- N. Dispatch buses, check drivers and be totally familiar with all bus routes, schedules, school locations, etc.
- O. Supply sufficient numbers of regular and substitute drivers to be available and properly trained so that full transportation service is always available. (is provided)

- P. Secretarial duties, including, but not limited to telephone coverage, filing, map maintenance, report documentation, bus conduct forms, etc.
- Q. Be aware and keep the Assistant Superintendent of Business Affairs or his/her appointed representative advised on ideas for improvements in the transportation system and cost savings.
- R. Be capable and experienced in school bus fleet operation and management.
- S. Minimum telephone call coverage by the contractor or terminal manager shall be from 6:00 am to 6:00 pm, on school days.
- T. The number of full-time (or equivalent) employees to be used to perform the managerial, maintenance and clerical responsibilities shall be sufficient to fulfill all of the Contractor's obligations including the above-listed requirements.

## 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 Board with a statement setting forth the name and address of the owner of each school bus before placing said school bus in service.
- B. All buses are to be equipped with a working 2-way radio communication system capable of transmitting on an exclusive frequency. Citizen band (CB) radios are not acceptable. All licenses, fees, etc. associated with the 2-way radio system shall be obtained by the contractor at their expense.
- C. All vehicles must be no less than 72 passenger capacity. The District prefers 84 and/or 90 passenger buses. The base bid on Appendix B is for a 72 passenger with alternate pricing for 84 and 90.
- D. At any time during the performance of this agreement, the average age of all buses shall be no more than five (5) years old and no bus shall be more than ten (10) years old. Annually, within five (5) days of the start of school each year, the Contractor shall supply the Board of Education with a listing of buses used in the District, which shall include age and serial number of each bus.
- E. 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 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 and display a current school bus safety sticker at all times.

- F. The Contractor will be required to keep thorough, up to date records of all operating data and maintenance work done, and the District shall have access to these files. Examples would include: fuel mileage, oil usage, tire replacement and work repair orders.
- G. If the number of students to be transported increases during the school year, the Contractor must furnish additional buses as needed at the prices specified in the bid.
- H. If the number of students to be transported decreases during the school year, the Contractor must reduce the number of buses provided at no expense to the District.
- I. The Assistant Superintendent for Business Affairs and his/her appointed representative retains the right to designate the maximum number of passengers per bus.

3. Drivers and Training:

- A. All buses shall be operated at all times by trained, competent, and prudent drivers who shall meet the requirements for school bus drivers as set forth by the Illinois State Board of Education, "Illinois School Bus Driver Information". In addition, all drivers will be required to follow all Glenbrook High School District 225's transportation polices and regulations.
- B. The Contractor shall establish and implement a screening, hiring and training program which includes the following as a minimum:
  - a. Driver completes a written application form, which is provided by the Contractor including references.
  - b. Driver has an initial interview with the Contractor or manager to determine the applicant's aptitude for the job.
  - c. In conjunction with the school district, the Contractor shall conduct a criminal background check on the applicant, including his/her driving record. Contractor must insure that the applicant has had no conviction against public morals or a felony charge. The applicant's driving record, which is obtained from the State of Illinois, shall be available, upon request, to the Superintendent of Schools or his/her appointed representative.
  - d. Contractor must provide adequate pre-service 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 must provide a minimum of three (3) hours of behind the wheel training with a qualified instructor before the driver takes his school bus road test with the Department of Motor Vehicles.

- e. Applicant drivers must pass physical, written and road tests and obtain a commercial driver's license before transporting students.
  - f. The Contractor must provide route training before the driver is given the responsibility of transporting students. This would include, but 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.
    - 3. Actual driving of the route, minimum of two times, at no cost to the District.
    - 4. Written directions (to and from destinations) for each bus route, to the District.
  - g. The Contractor must provide for pre-service and on-going in-service training programs for the bus drivers. Drivers shall be required to attend the meetings. A minimum of six (6) in-service meetings shall be held each school year with a minimum length of one (1) hour each. The meeting topics and a printed training manual shall be geared to driver needs, including safety, discipline, drills, etc. Failure to attend may, at the sole option of the District, result in replacement of the non-attending driver. The Assistant Superintendent of Business Affairs, or appointed representative, shall be informed, in advance, when these meetings take place and be provided with a copy of the training manual.
  - h. Periodic, short meetings may be conducted on topics that require immediate attention.
  - i. The Contractor shall furnish and the Contractor's drivers shall be required to properly wear and display a photo identification badge at all times they are providing transportation services for the District.
- C. The Contractor will be responsible for proper supervision over the drivers to insure the routes are being run correctly and on time. Also included in this supervision should be an annual written evaluation of all drivers in the areas of driving competency, understanding of laws, regulations and District policies.
- D. The Contractor shall furnish to the District, at the beginning of each school year, a listing of names, ages, addresses, bus driver license number, expiration date, and telephone numbers of all regular and substitute drivers, along with the routes they will be driving. This listing shall be maintained current by the Contractor.

- E. Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age, fully licensed as a bus driver by the State of Illinois. All drivers shall maintain a courteous attitude and neat appearance. A uniform appearance is recommended. All drivers must be able to communicate effectively in English.
- F. Each driver assigned to the performance of this agreement must meet or exceed all applicable standards for drivers' physical qualifications. The Assistant Superintendent of Business Affairs or his/her representative may, at its discretion, demand such additional physical examinations of drivers as it deems necessary and the Contractor shall pay the costs of such additional examinations. If new drivers are assigned to the performance of this agreement after its commencement, such new drivers must be examined 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.
- G. The Contractor shall provide to all drivers, a manual or handbook outlining all Contractor and District policies. 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. There should also be a procedure outlining the steps to follow if a bus breaks down.

All drivers should be schooled and tested on these procedures to the extent that they will be prepared if any emergency does occur. The Contractor must, immediately notify the Assistant Superintendent of Business Affairs, or his/her appointed representative, when any accident has occurred, regardless of how minor.

- H. Bus drivers shall be hired, employed and under complete supervision by the bus Contractor, however, the Contractor shall replace any school bus driver, who in the sole opinion of the Assistant Superintendent of Business Affairs, or his/her appointed representative, is detrimental to the best interest of the students riding the bus(es) of the District.
- I. The Contractor shall keep personnel 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. The school district shall have access to these files upon request.
- J. The company shall require each route driver to conduct emergency evacuation drills a minimum of two (2) times per year. These drills shall have written documentation indicating date, route number, drivers signature and number of students involved and be placed on file for District review, upon request.

- J. The drivers shall be responsible for loading and unloading students and the discipline of the students while on the bus. Corporal punishment will not be used. The District shall assist the Contractor with the Contractor's responsibilities in accordance with District policy.
  - 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 limited to the following: rear safety door, windows, fuel, tires, and electrical system, including lights.
  - L. This section shall not conflict with standards set forth by the Illinois Department of Transportation and the State Board of Education Standards for School Bus Drivers. All drivers will meet standards as set forth by the Illinois Department of Transportation and the State Board of Education.
4. Contractor's Representative:

At the time of the execution of this agreement, the Contractor shall designate in writing to the Board, the name and address of the person who is responsible for the Contractor's performance of this agreement including, but not limited to, matters related to the employment, assignment, change and substitution of drivers, adherence to, and changes of bus stops, routes and the responsibility to keep and exhibit the records required to be kept under the terms of this contract.

### **Routing**

1. The Contractor shall be responsible for the establishment of all bus routes. These will be developed according to District policy for length of ride, location of bus stops and walking distances. The District shall provide the number of students per bus stop prior to the start of school. The list will be updated on a continuous basis as to when student/resident moves, additions or deletions. Final approval by the Assistant Superintendent of Business Affairs or his/her appointed representative must be given before the routes are implemented. Tentative routes shall be submitted to the District by July 1<sup>st</sup> every year.
2. The District, at its discretion, may provide routing/mapping software, which the Contractor must then employ to create and maintain bus routes.
3. The Assistant Superintendent of Business Affairs or his/her appointed representative retains the right to modify bus stops, routes and schedules once established. A minimum of three (3) days written notice of such changes shall be given the Contractor in advance of implementation of such changes except for emergency situations.



4. The Contractor will be charged with the responsibility of maximizing efficiency through routing and scheduling. There must be a continuing effort to combine routes when ridership is low because of declining enrollment areas.
5. The Contractor shall provide to the District all necessary information, which is needed in the preparation by the District of the Annual Claim for Pupil Transportation Report, and any other reports as required by the State Board of Education for the Board of Education.
6. The Contractor shall organize all bus routes to the approval of the Assistant Superintendent of Business Affairs, or appointed representative. The Contractor shall furnish to the District, without additional charge, a large map, color-coded (to represent each route), that the District can display in the administration office, no later than, the first day of school.
7. Only students and school-authorized personnel will 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 Superintendent of Schools or his/her appointed representative. Students must have a current year bus pass with photo id.
8. Qualified students, as specified by the Board of Education, will not be refused a ride or evicted along the route by the school bus driver. Prohibitions to ride will be done according to School Board policy.
9. In no case shall bus routes provide for transportation beyond the school district boundaries at Board expense.
10. In going to and returning from 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 capacity of the bus.
11. The established bus routes shall be followed exactly as routed, by the bus drivers. Any proposed route changes will be referred to the District for a decision.

### **Routes**

During each school year of this proposal, 2006/07, 2007/08 and 2008/09, the Contractor will provide the following bus transportation for designated students of the District. Each school year shall be defined by the school calendar established by the Board of Education.

1. **Daily Regular Routes** – Sufficient school buses shall be available for regular routes on days when school is in session, between the hours of 6:30 am and 8:00 am and the hours of 2:30 pm and 4:45 pm, under good weather and traffic conditions. If weather and traffic conditions require extended time for the providing of regular bus service, such extra time shall be provided, at no extra charge, to the District.

2. **Shuttle Service** – A shuttle bus shall be provided to shuttle students between Glenbrook North and Glenbrook South High Schools, and between Glenbrook North and Glenbrook South High Schools and Off-Campus. Bus must be available between the hours of 7:00am and 3:00pm. The District will set the schedule.
3. **Special Routes** – School buses shall be available for special routes as designated by the Board of Education. The Contractor shall have available, on any one day, the number of buses needed for the following school functions:
  - a. Late Arrival Days
  - b. Special Testing Days – to be arranged in advance consisting of double runs
4. **Charter Trips (i.e. Field Trips and Athletic Events)** – School buses shall be made available by the Contractor for field trips and athletic events. At least three (3) days notice will be provided.
5. **Late Activity Bus** – A late activity bus shall be made available with an approximate departure time of 5:00pm at Glenbrook North High School and 5:00pm at Glenbrook South High School.

### **Insurance**

1. The Contractor shall obtain and maintain in full force and effect during the term of this proposed contract and pay the premium thereon 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 Board of Education. Such policy shall cover the Contractor, operator and the District with the District specifically named as an additional insured in the policy. A Certificate of Insurance must be filed annually, prior to the commencement of the school year, with the District stating the policy limits.
2. The Contractor shall, at its own expense, keep with companies, satisfactory to the District, insurance protections as follows:
  - A. Workers Compensation
    - Coverage A. Statutory
    - Coverage B/Employee Liability
      - Each accident: \$500,000
      - Each employee: \$500,000
      - Policy Limit: \$500,000
  - B. Vehicle Insurance
    - Liability \$10,000,000 per occurrence
    - Uninsured/Underinsured Motorist \$1,000,000. But in no event less than minimum required by state statute



C. Commercial General Liability

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

D. Umbrella Liability shall be provided at a limit of \$20,000,000 and must follow form over the Comprehensive General Liability, Automobile Liability and Employer’s Liability.

Insurer providing above coverage must have a current rating of “A” or better as provided by A.M. Best’s rating system.

3. If for any reason the insurance is cancelled, the insurance company shall notify the District thirty (30) days in advance of any full or partial cancellation.
4. Contractor must name the District as additional insured on principal and noncontributory basis.

**Indemnification**

1. The Contractor is responsible for and shall hold harmless, indemnify and defend Northfield Township High School District No. 225, its agents, its employees and the School District Board Members from and against any and all loss, damage, injury, liability and claims or expenses by reason of any loss, personal injury, death or other damage that may be done to or suffered by any person, including employees of the Contractor, or the School District, arising in connection with the operations to be carried on by the Contractor.
2. The Contractor agrees to save, keep, hold harmless, and fully indemnify and defend Northfield Township High School District No. 225, its Board, officers or agents from all damages or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for an infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use in the performance of this contract of any article of which the Contractor is not the patentee or assignee or has not the lawful right to use.

**Penalties - Charters**

1. In the event that the time limits authorized herein, and in the starting and ending times, as set forth herein, are not adhered to by the Contractor, due to Contractor’s fault, the Contractor shall be penalized as follows:

The penalties will be determined on a monthly basis.

<u>Late Buses</u>	<u>Penalty *</u>
15 – 29 minutes late	\$25.00
30 – 44 minutes late	\$50.00

45 – 59 minutes late	\$75.00
60 + minutes late	\$100.00

\*assessed on a per route basis.

2. In all cases, buses will complete a bus route despite the lateness and despite the 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 will be assessed for this service by the Contractor.
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 of Schools or his/her appointed representative of said situation immediately upon becoming aware of it. Failure to so notify the Superintendent of Schools or appointed representative shall make the Contractor liable to penalty clauses herein delineated.
5. Penalties shall be deducted from the monthly billings.
6. Repeated violations of the time schedules shall be sufficient cause for the Board to invoke the breach of Contract section.
7. The Assistant Superintendent of Business Affairs or his/her appointed representative, as delineated in this section, shall make the determination of Contractor fault. If the Contractor disagrees with a determination related to a penalty, the Contractor may appeal to the Superintendent of Schools.

### **Evaluation**

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

### **Payment**

The Contractor shall submit monthly billing no later than ten (10) days prior to each monthly Board meeting delineating services provided during the previous month. The billing should also delineate all deductions related to the implementation of the penalty clause. Penalty clause deductions will appear on the billing for subsequent month's service, thereby being deferred for a 30-day period. However, the final bill from the Contractor to the Board shall include all penalty clause deductions not included

previously. It shall be the responsibility of the Board to review the billings and to advise the Contractor if penalty clauses are incorrectly reported.

Please note in Appendix B if a discount is offered for shorter payment terms and/or payment twice a month.

### **Rules**

The Board of Education 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 Board with respect to the transportation of students by bus, shall be sufficient reason for the removal of such driver from the performance of this contract upon the request of the Board of Education or their appointed representative.

### **Observance of Laws**

In performance of this agreement, the Contractor shall observe all laws of the State of Illinois, and the ordinances of the municipalities applicable thereto. In particular, the Contractor shall comply with the terms of 775 ILCS 5/2-105.

### **Safety Precautions**

1. All traffic regulations must be observed at all times.
2. Each driver shall remain with his bus at all times whether in route or at a school building.
3. Each driver shall use all care to guard the students, prevent undue crowding, and maintain order on the bus without use of force or fear. Any student refusing to obey the driver will be reported to the school authorities whose decision and action in the matter will be final.
4. All students riding the buses will be carried to their designated stops. No student shall be allowed to get off at a stop other than his/her designated stops. No student shall be allowed to get off at a stop other than his/her designated stop.
5. Annually, the Contractor shall provide buses to the District for safety education purposes. Said buses are to be provided free of charge and shall be made available to each of the schools to implement a bus safety program as designated by the Assistant Superintendent of Business Affairs or his/her appointed representative. Drivers will be provided to assist in the safety programs at a rate of pay as established by the bid documents.

### **Emergency Request**

In the event of an emergency situation at either of the schools covered by this proposal, which necessitates removal of students from said schools, the Contractor shall provide the required transportation within sixty (60) minutes of such request.

In cases of emergency, which necessitates the cancellation of bus service on the part of either party, the Board 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 Act of God, the Contractor shall make every effort to notify the Assistant Superintendent of Business Affairs or his/her designee by 5:30 am, and no later than 6:00 am. If the District notifies the Contractor that schools shall be closed due to snow or if bus service is cancelled for any other reason provided in this paragraph, the District will not be obligated to pay for the cancelled bus routes.

### **Interruption in Service**

In the event that the Contractor is unable to provide the services delineated in this contract, the Board may contract for similar service elsewhere and the Contractor shall be liable for any additional costs which the Board may incur in securing such services.

### **Force Majeure**

The parties to the proposal shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by Act of God, fire, strike, loss of transportation facilities, lock-out, or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

### **Breach of Contract**

1. If the Contractor shall violate, breach or fail to perform any of the terms or conditions herein contained, including the provisions of the statutes, rules and regulations referred to above, the contract shall, at the option of the Board of Education, be void and the said District shall be entitled to damages, including attorney fees, resulting from said breach or failure on the part of the Contractor. The partial or total failure of the Contractor to perform its services as a result of extreme weather conditions, impassible roads or Acts of God shall not be judged a breach of the proposed contract. However, the Contractor shall not be paid for any lack of total performance. If terminated, said termination shall be effective on the date stipulated by the Board, but shall not be less than five (5) days after receipt of written notice by the Contractor.

2. If, in the opinion of the District, minor contract violations and/or non-performance problems occur, the District shall be entitled to damages including, but not limited to attorney fees incurred in enforcing or correcting such breach.
3. If, in the opinion of the District, performance is deemed unsatisfactory, the District shall provide written notice to the Contractor. The Contractor will have a 60-day period to remedy the situation. If the situation is not corrected in the 60-day time period, the District has the right to provide 60-day written notice of service termination.

**SUPPLEMENTAL DISTRICT INFORMATION**

Northfield Township School District 225 services the Glenview and Northbrook communities. There are two high schools in the District – Glenbrook North (GBN) and Glenbrook South.

**Glenbrook North (GBN)**

2300 Shermer Road  
Northbrook, IL 60062

Enrollment: ~2100  
Bus Riders: ~400  
Current # of Routes: 10  
Current # of Charters: ~250

**Glenbrook South (GBS)4000 W. Lake Ave**  
Glenview, IL 60026

Enrollment: ~2600  
Bus Riders: ~900  
Current # of Routes: 11  
Current # of Charters: ~250

**Attached please find a map of the District's boundaries and current bus routes for GBN and GBS.**



















**STUDENT TRANSPORTATION BID SHEET**

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_

<b>72 passenger</b>	<b>84 passenger</b>	<b>90 passenger</b>
Round Trip Cost Per Day Per Bus	Round Trip Cost Per Day Per Bus	Round Trip Cost Per Day Per Bus
<u>FY 06/07</u> <u>FY 07/08</u> <u>FY 08/09</u>	<u>FY 06/07</u> <u>FY 07/08</u> <u>FY 08/09</u>	<u>FY 06/07</u> <u>FY 07/08</u> <u>FY 08/09</u>

**I. REGULAR TRANSPORTATION**

*Scenario A* - under scenario A, Glenbrook North and Glenbrook South would each start school around 8:00am and dismiss around 3:15pm. Having similar start and end times would not allow the opportunity to share buses. Bidders may bid on GBN only, GBS only and/or GBN and GBS.

A. GBN Only	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B. GBS Only	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C. GBN & GBS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*Scenario B* - under scenario B, the schools would maintain their current schedules with staggered start/end times allowing buses to be shared between schools. See current bus routes in Appendix A. Currently buses start with GBN routes and end with GBS routes. If there would be savings by reversing the routes - please note.

A. GBN & GBS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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**STUDENT TRANSPORTATION BID SHEET CONT'D**

	<b>Daily Cost</b>	
<u>FY 06/07</u>	<u>FY 07/08</u>	<u>FY 08/09</u>

**II. INTERCAMPUS SHUTTLE**

Provide the **daily cost** to run an intercampus shuttle bus between GBN, GBS, OCC and DO for 8 hours a day. Routes and times will be determined.

\$ _____	\$ _____	\$ _____
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**III. LATE ACTIVITY BUS**

Provide the **daily cost** to run a late activity bus. Current practice is for the late activity bus to depart each school at 5:00pm. Buses take students to main intersections nearest their home. Routes generally take 1 hour.

\$ _____	\$ _____	\$ _____
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**STUDENT TRANSPORTATION BID SHEET CONT'D**

**IV. CHARTER BUSES** - please attach a tariff schedule documenting your pricing structure for charters. Tariff schedule must have all applicable fees - miles, minimums, maximums, fuel etc.

In addition, for comparison purposes, please price out the following four trips in accordance with your tariff schedule.

**A. Volleyball team to Indiana Dunes State Park - Weekday - 12.25 hours - 232 miles**

**B. Field Hockey trip to Deerfield High School - Saturday - 4.25 hours - 10 miles**

**C. Fieldtrip to the Museum of Contemporary Art in Chicago - Weekday - 7.5 hours - 61 miles**

**D. Athletic trip - Week night - 3.5 hours - 22 miles**

**STUDENT TRANSPORTATION BID SHEET CONT'D**

- V.** Please note any discount available for shortened payment terms and/or payment twice a month.
  
- VI.** Please note any discounts and/or benefits available to the District for use of District property for overnight parking of buses - 15 bus max.
  
- VII.** Please note any other cost saving ideas you have to offer the District.
  
- VIII.** Please note the closest maintenance garage to the District boundaries where buses will be housed.





**NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225**

**ANTI-COLLUSION AFFIDAVIT of COMPLIANCE**

\_\_\_\_\_ being first duly sworn, deposes and says:

That he is \_\_\_\_\_  
(Partner, Officer, Owner, etc.)

(Contractor)

The party making the foregoing proposal or bid states that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price element or said bid, or of that of any other bidder, to secure any advantages against any other bidder or any person interested in the proposed contract.

(Name of Bidder if Bidder is an Individual)  
(Name of Partner if Bidder is a Partnership)  
(Name of Officer if Bidder is a Corporation)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
By Signature of Notary

(SEAL)

Kimberly Ptak  
Director of Operations and Purchasing  
Northfield Township H.S. Dist No.225  
1835 Landwehr Road  
Glenview, Illinois 60026



November 23, 2005

Dear Ms Ptak,

Thank you for affording First Student the opportunity to bid on your student transportation RFP. We have carefully reviewed your specifications and are confident that First Student can provide the Northfield Township H.S. Dist No.225 with safe, quality service at a competitive price. As I am sure you are aware, First Student and its former companies Scholastic Transit and Ryder, provide service to the underlying Northbrook elementary districts. These companies also provided the service to your district, as well, for many years. We are very familiar with the area and feel confident that we can provide superior service.

First Student can offer Glenbrook District 225 High Schools the following advantages:

- ✓ Experience in student transportation within the state of Illinois and Northfield Township
- ✓ A commitment to safety that starts at the top
- ✓ A pro-active driver recruiting and training effort
- ✓ A strong, fiscally fit organization that wants to work with you in a partnership for many years

I have attached an explanation of our three proposals for further clarification of our bids.

Again, thank you for the opportunity to bid on your student transportation needs. If you have any questions, or require additional information, please do not hesitate to call us at 847-336-2284. First Student wants to be your transportation provider and we are very eager to prove to you that First Student is your best choice.

Warm Regards,

A handwritten signature in black ink, appearing to read "Mike Medin", enclosed within a large, hand-drawn oval.

Mike Medin  
Business Development  
First Student, Inc.

## **Northfield Township High School District No. 225, Illinois** **Proposal Explanation**

- 1) 11 - 71 passenger buses run together. This proposal is most similar to what is currently being run. First Student would purchase 11 new buses that would be operated from the Northbrook service location, located on Old Willow Rd. The District would be able to set the times of the two schools as long as it is understood that the 11 buses would service the two schools. First Student has observed the current system and has noted that the GBS buses do not arrive at the stated bell time. Should the District not change the existing school times the bus arrival times at GBS will not change from the current arrival times. (3:40 and later)
  
- 2) 11-84 Passenger buses run together. This proposal is the same as number 1 above except with 84 passenger buses.
  
- 3) 22 buses provide as tie-ins with existing service. First Student operates a number of buses in the Northbrook / Glenview area. First Student believes that the District 225 buses would be able to run in conjunction with these existing routes, if District 225 would change their school times. This proposal assumes that the District would change the dismissal time of both high schools to an estimated time of 2:35 PM or a time that would allow the buses to run without affecting the stated arrival time of the elementary districts with which the District 225 buses would be tied in with. The start time for both schools would be set to accommodate the length of your school day. The buses assigned to the high school must run in conjunction with the existing buses operated at the Northbrook location. On days that there are no tie-ins available, the rate per day would be adjusted as stated on the pricing pages.  
  
This proposal would allow the Districts two schools to run the same schedule or at least a very similar time schedule. This would allow the sports program at South to have buses earlier than presently being provided without any release time for team members.

This option would use the buses currently being operated in the tie-in districts.  
Most of these buses are 71 passengers.

- 4) All proposals assume that assistance presently being provided to the buses in leaving the school in the afternoon will continue.

# Introduction

## Introducing First Student and its Parent Company

First Student, Inc. is an operating unit of FirstGroup, plc, a worldwide public transportation company traded on the London Stock Exchange. Annualized revenues are approximately \$3.5 billion U.S. dollars with over 33,800 stockholders and 419 million shares outstanding. First Group's US operations, including First Student, are organized under FirstGroup America, Inc. (formerly known as Ryder Public Transportation Services), which provides student transportation, public transit, and public fleet maintenance services to more than 700 customers throughout the United States and Canada.

FirstGroup, plc was incorporated in 1995 out of the merger of two British bus companies, Badgerline Group and Grampian Regional Transport, which operate bus lines in the United Kingdom dating back more than 100 years. FirstGroup is now the United Kingdom's largest bus company with over 10,000 buses in service and 30,000 employees in Great Britain. FirstGroup's lines of business also include passenger rail and airport management, and with the acquisition of Ryder's public transportation division in September of 1999, FirstGroup is now also one of the largest bus companies in the United States.

First Student safely transports over 1 million students to and from school each day for more than 500 school systems in 34 states. With its fleet of more than 16,000 school buses and 17,000 drivers, First Student is able to leverage significant economies of scale, capital investment, experience and systems expertise for its customers. Through its former affiliations, First Student entered the student transportation market in 1985 through a school bus maintenance contract in Zanesville, Ohio and the acquisition of Rustman Bus Company, a high quality school bus operator based in St. Louis, Missouri. During the next 14 years, the company grew through its reputation for quality, competitive bidding and selective acquisitions.



First Student now has an unparalleled opportunity to further grow its reputation for high quality transportation services. Unlike other providers, FirstGroup companies are totally dedicated to serving public transportation customers. This high level of commitment provides First Student with extensive access to global transportation resources for its customers. As such, First Student's vision is to become the premier provider of high value student transportation services in America.

**Corporate Contact Information:**  
FirstGroup America, Inc.  
705 Central Avenue  
Cincinnati, OH 45202  
513-241-2200

**First Student is a Corporation**  
Federal ID # 65-0005982

**FIRST STUDENT, INC.**  
**CUSTOMER REFERENCES**  
**REGION 4 - GREAT LAKES**

LOCATION	CUSTOMER	PRE NAME	TITL	PHONE	FAX	CONTRACT DATE	# OF BUSES RUNNING
1213 AURORA	AURORA WEST SCHOOL DISTRICT #129 80 South River Street Aurora, IL 60507	MS. SHERRY R. EAGLE	EDUC. DIR	630-844-4400	630-844-5710	2004	55
1228 BELLEVILLE	BELLE VALLEY DIST. #119 1901 Mascoutah Ave. Belleville, IL 62220	DR. PAMELA FLOIT	SUPT.	618-234-7723	618-234-7980	1989	9
1228 BELLEVILLE	2600 West Main Street Belleville, IL 62223	MR. BRENT CLARK	SUPT.	618-222-7500	618-233-7586	1989	36
1228 BELLEVILLE	HIGHMOUNT DISTRICT #116 1721 Boul Ave. Swansea, IL 62226	MS. SUE HOFFMAN	SUPT.	618-233-1054	618-233-1136	1989	2
1228 BELLEVILLE	WHITESIDE DISTRICT #115 111 Wairrior Way. Belleville, IL 62221	DR. PEGGY BURKE	SUPT.	618-239-0000	618-239-9240	1989	18
1228 BELLEVILLE	PONTIAC/WM. HOLLIDAY SCHOOL DIST #105 400 Ashland Drive Fairview Heights, IL 62208	MR. DARRYL SY	SUPT.	618-233-2320	618-233-0918	1994	4
1228 BELLEVILLE	BELLEVILLE PUBLIC SCHOOL DIST. #118 105 West A Street Belleville, IL 62220	DR. JIM ROSBORG	SUPT.	618-233-2830	618-233-8355	1989	20
1228 BELLEVILLE	WOLF BRANCH SCHOOL DIST. #113 125 Huntwood Rd. Swansea, IL 62226	MR. CHARLES BUD MARTIN	SUPT.	618-277-2100	618-277-5461	1994	5
1228 BELLEVILLE	GRANT COMM. CONS. SCHOOL DIST #110 10110 Old Lincoln Trail Fairview Heights, IL 62208	DR. JAMES JACKSON	SUPT.	618-398-5577	618-398-5578	1999	8
1228 BELLEVILLE	S.A.V.E. 3001 Save Road Belleville, IL 62221	MR. JIM SCHNIFFER	BUS. MGR.	618-234-1992	618-234-1990	1989	1
1420 LINCOLN	LINCORN HIGH SCHOOL DIST. #404 1000 Primm Road Lincoln, IL 75656	MR. DEAN LANGDON	SUPT.	309-732-4131		1985	8
1435 KANKAKEE	KANKAKEE SCHOOL DISTRICT #111 240 Warren Street Kankakee, IL 60901	DR. BRIAN ALI	SUPT.	815-933-0700	815-933-9981	1952	63
1438 MANITO	MIDWEST C.U.S.D. #191 1010 S. Washington St. Manito, IL 61546	MR. JERRY MEYERS	SUPT.	309-968-6868	309-968-7916	1983	21
1455 ROCK FALLS	ROCK FALLS ELEMENTARY 600 4th Ave. Rock Falls, IL 61071	MR. JACK ETNYURE	SUPT.	815-626-2604	815-625-1747	1977	7

FIRST STUDENT, INC.  
CUSTOMER REFERENCES  
REGION 4 - GREAT LAKES

LOCATION	CUSTOMER	PRE NAME	TITL	PHONE	FAX	CONTRACT DATE	# OF BUSES RUNNING
1487 NORTHBROOK	NORTHSHORE SCHOOL DISTRICT 112 1936 GREENBAY RD. HIGHLAND PARK, IL. 60035	DR. MAUREEN L. HAGER	SUPT.	847-998-6100	847-486-4733	2004	36
1487 NORTHBROOK	NORTHBROOK SCHOOL DIST. #27 1250 Sanders Rd. Northbrook, IL 60062	DR. DAVID KROEZE	SUPT.	847-498-2610		1976	12
1487 NORTHBROOK	NORTHBROOK SCHOOL DIST. #28 1475 Maple Northbrook, IL 60062	DR. JAMES KUCIENSKI	SUPT.	847-498-7900		1976	12
1487 NORTHBROOK	NORTHBROOK SCHOOL DIST. #30 2374 Shermer Rd. Northbrook, IL 60062	DR. HARRY ROSSI	SUPT.	847-498-4190		1976	10
1487 NORTHBROOK	NORTHFIELD SCHOOL DIST #31 3131 Techny Rd. Northbrook, IL 60062	DR. DEBRA HILL	SUPT.	847-272-6880		1976	10
1488 LAKE FOREST	LAKE FOREST SCHOOL DIST. #67 95 W. Deerpath Rd. Lake Forest, IL 60045	DR. HARRY GRIFFITH	SUPT.	847-234-6010		1973	25
1488 LAKE FOREST	ROUNDOUT SCHOOL DIST. #72 28593 Bradley Lake Forest, IL 60045	DR. RENEE GOIER	SUPT.	847-362-2021		1981	2



# Experience

As the second largest provider of student transportation in North America, First Student has gained varied experience. We provide transportation to districts requiring as little as one bus and to districts needing over 800 buses.

## Our Commitment

When selected as your partner to manage the transportation system, First Student will be called upon to serve and consistently meet the needs of the administration, parents, students, community and our employees who live in your community. We strongly believe that our reputation and record of performance clearly demonstrate our ability to meet these commitments.

## Proven Know-how

In such a people-intensive industry, there will always be a certain degree of operating challenges. Our approach to customer service is quick response, and many resources are committed to preventing and resolving problems. Equally important is the level of capability and experience of our management team in developing and implementing effective solutions. These are the qualities that we truly believe in and are what set our company's performance apart from that of other potential providers. On a national level, our experience in dealing with such challenges has led to the development of numerous innovations that have been successfully implemented throughout our local operations, including:



- ✓ Development of one of private industry's first, nationwide Safety Lifestyle Cultures that focuses on continually achieving zero safety defects through a Zero Accident Attitude ("ZAA")
- ✓ Development of one of the nation's first comprehensive Passenger Management Programs to effectively manage student discipline on the bus
- ✓ Development of one of the industry's first automated shop maintenance systems to improve fleet performance, efficiency of repairs, and vehicle reliability
- ✓ Sponsoring the development of video training programs, made available to all school transportation providers nationwide
- ✓ Sponsoring the TOBY TIRE SAFETY PROJECT delivering student awareness training on school bus safety to children across America



- ✓ Creation of one of the industry's first national recruiting organizations to help our locations effectively manage the driver shortage and maintain a full complement of drivers
- ✓ Development of one of the industry's first Preferred Employer Strategies to maintain and foster positive labor/management relations
- ✓ Development and testing of numerous vehicle specifications which were industry firsts that have since become industry standards, including longer lasting brakes, improved mirror systems, better wheels and tires, low-maintenance engine components, etc.
- ✓ Implementation of an online driver managements system that allows employee records from all locations nationwide to become available at the touch of a key.

### **Management Experience**

First Student is firmly committed to meeting and exceeding the requirements and expectations of the school district. We believe our record demonstrates a high level of commitment at both the local and national level to deliver quality services and ongoing performance. It also demonstrates the management capability and experience to deal effectively and decisively with the day-to-day challenges of our business.



# Safety Programs

First Student's highest commitment is to provide safe student transportation services to the passengers, parents, school district and community that we serve. First Student's approach to safety is more than a "program." It is a comprehensive process that becomes a living part of our organization and everything that we do. In this section, we highlight the key aspects of First Student's Safety Process as listed below.

## **CORPORATE SAFETY MISSION**

Ensuring the safety of each of our passengers and each of our employees as well as school district personnel, parents and the general public is First Student's top priority and moral



obligation. As such, we invest a considerable amount of resources in safety training, incentives, programs, materials, tools and personnel. However, we firmly believe that no amount of training and investment can build a totally committed, safety-conscious organization without the dedication of each and every employee.

Therefore, we begin our efforts from the CEO of our company on down to front-line management with a commitment to living a safety lifestyle and the obligation to ensure that the all of our workplace

activities are performed in a safe manner. First Student's Safety Policy and Principles are prominently displayed at all locations.

## **Safety Policies & Principals**

First Student will not perform a service unless it can be done in a safe manner. First Student requires that all employees perform their duties safely and with the utmost concern for the safety of passengers, fellow employees and themselves. Management is committed to providing a safe place to work, a well-maintained fleet, protective equipment for shop maintenance personnel and all the necessary tools and training for employees to perform their jobs safely and effectively.

Management believes that working safely promotes quality, productivity and customer satisfaction. Furthermore, management is committed to maintaining an on-going comprehensive and prevention-oriented safety process as the organization's top priority. First Student's foremost priority must always be the safety of passengers and employees.

## **Principles of Safety**

- ✓ Safety is a condition of employment; each employee must assume responsibility for working safely.
- ✓ Management is directly responsible for implementing programs to prevent accidents, injuries and illnesses, with each level accountable to the one above and responsible for the level below.
- ✓ Ongoing training is essential for safe work places.
- ✓ Safety audits must be conducted continuously.
- ✓ All employees should report unsafe acts and conditions.
- ✓ All deficiencies must be corrected promptly through modifying facilities, changing procedures, improving employee training, or disciplining constructively and consistently.
- ✓ All unsafe practices and incidents with injury potential, as well as all injuries, must be investigated thoroughly.
- ✓ Safety off the job is just as important as safety on the job.

## **SAFETY ORGANIZATION**

Literally hundreds of employees on our team are specifically dedicated to assisting operating management with the execution of First Student's safety process, including the following roles and responsibilities:

### **Vice President, Safety**

Responsible for planning and directing First Student's overall Safety Process; assessing the need for and development of safety training programs, tools and materials; working with operating management, government officials and industry leaders to ensure proper direction of the company's safety process.

### **Region Safety Manager**

Responsible for direction, coordination, resource support and auditing of the First Student Safety Process at all operating locations within the region

### **Location Safety Coordinator**

Responsible for assisting location operating management in the implementation of the First Student Safety Process including individualized driver assessment and training, supervision of Behind-The-Wheel trainers, conducting regular safety meetings and classroom training, and auditing and maintaining safety practices in the workplace.

## **Behind-the-Wheel (Driver) Trainers**

Assists the Location Safety Coordinator by implementing Behind-The-Wheel training, skills development, and assessment of all drivers.

## **Safety Action Teams**

Company policy requires an active Safety Action Team (SAT) at all locations. The team must include the Safety Coordinator and meet monthly at a minimum. Drivers, who comprise the primary members of the team, are asked to participate on the committee on a voluntary, rotating basis. The SAT's role is to examine and make suggestions to operating management to eliminate unsafe actions and conditions in the workplace, including the offices, facilities, grounds, parking, school driveways and routes. The SAT's suggestions are taken very seriously and management must formally respond to all suggestions. In many cases, the best ideas for improvement are publicized and rewarded with prizes. SAT's across the country have taken simple actions such as devising methods to eliminate slippery walkways, filling potholes and other potential tripping hazards and devising bus parking methods to eliminate yard accidents. In not so simple cases, they have set up meetings with school personnel, public works and DOT officials to eliminate serious route hazards such as dangerous intersections, improperly trimmed trees, etc. SAT's also review location accidents and prepare recommendations on how such accidents can be avoided in the future.

## **Corporate Safety Support**

First Student's corporate vice president of safety and Region safety managers provide additional expertise to operating and safety management in the following areas: OSHA standards and compliance, DOT and EPA standards and compliance, drug and alcohol testing and claims administration and management. In addition to corporate safety staff and experts in such as areas as law, insurance, and risk management, company-wide programs are in place in many areas with the assistance of outside consultants to ensure comprehensive and cost-effective compliance with such programs as drug and alcohol testing and environmental assessment and compliance.



## **WORKPLACE SAFETY PROGRAMS**

First Student is firmly committed to the safety and well-being of its employees and has numerous ongoing programs to maintain and continually improve workplace safety. These programs include:

- ✓ Identification of safety hazards on driver routes; work with school district and public safety office to eliminate extreme hazards or change routes
- ✓ "Zero Accident Attitude/Safety Is My Responsibility" ongoing safety awareness and accident prevention campaigns. Program materials include employee newsletters, button, bumper stickers, posters, two-way radio messages, contests and prizes
- ✓ "Fix It" cards for employee workplace improvement suggestion programs
- ✓ Safety Action Teams (SAT's) to study accident causes and recommend techniques for prevention as well as identification and recommendations to eliminate safety hazards
- ✓ Corporate assistance to local operating management in the implementation of workplace rules, practices and systems that meet OSHA and environmental compliance guidelines
- ✓ Back-to-school safety awareness newsletters and releases for parents, students and motorists
- ✓ Campaigns urging motorists to drive safely and respect stop-arm laws around school buses with the assistance of local and state police
- ✓ Participation in Operation Lifesaver with area railroads
- ✓ Participation in community evacuation drills and public safety demonstrations
- ✓ Public safety awareness campaigns tied to National School Bus Safety Week

# Employment & Training Policies

## RECRUITMENT AND RETENTION

First Student commits extensive resources to the recruitment and retention of school bus drivers and operating staff. This ensures that licensed and competent personnel consistently cover all district routes.

### **Operational Strategies**

We believe that a multitude of operating strategies have coalesced into an overall work environment that is attractive and beneficial to employees. No single factor can account for an effective labor relation's strategy. Specific operational strategies that we have implemented to create positive employee relations include:



- ✓ A management team extensively trained in employee relations
- ✓ Open door policy at all locations
- ✓ Fair treatment and well-explained policies and rules
- ✓ Fair distribution of charter work and seniority in route assignments
- ✓ Human Resources oversight and employee satisfaction surveys
- ✓ Effective passenger management
- ✓ Employee advocate/employee relations manager support
- ✓ Driver recognition and safety award programs
- ✓ Employee service recognition programs
- ✓ Driver participation in workplace improvement teams and programs
- ✓ Responsiveness to driver needs (bus repairs, condition of drivers' room, bathrooms, parking, etc.)
- ✓ Attractive driver compensation packages
- ✓ Employee communications tools, including national, regional and local newsletters
- ✓ Videos, flyers and bulletins explaining company and local events
- ✓ Community outreach and Public Relations programs



## **MANAGEMENT DEVELOPMENT**

Our on-site management team's "people skills" are probably the single-most important component in maintaining positive relations with the workforce. First Student's managers, and even our dispatchers and safety personnel, receive extensive amounts of classroom and on-the-job training to build their employee relations skills. Following are the management training programs used to accomplish our goals:

### **Training**

- ✓ **First Student Operating Manual** – key policy manual for supervising, compensating, recognizing and counseling employees in accordance with company policies; following and administering company safety policies and compliance procedures; maintaining accounting and business practices in accordance with company standards; and overseeing company vehicle inspection and maintenance processes
- ✓ **Frontline Leadership 2000** – classroom and study guide used in First Student's Preferred Employer Strategy to build positive employee relations that foster an enjoyable, productive work environment and customer-focused culture
- ✓ **Safety Leadership 2000** – classroom and study guide for building and leading a proactive, prevention-oriented safety culture and safe work environment
- ✓ **Passenger Management Leader's Guide** – classroom and study guide which teaches drivers how to effectively manage the most stressful component of their job: maintaining student discipline on the bus
- ✓ **Workforce Planning Guide** - a key tool for maintaining a full complement of drivers and proactively recruiting for new hires
- ✓ **Diversity Training** – a course and guidebook to build understanding and respect for people's differences
- ✓ **Management-In-Training ("MIT") Program** – a 6-to-9 month program for prospective Contract Managers that combines extensive classroom and on-the-job training in each major aspect of First Student's business. Formal evaluation and development tracking ensures that effective managers are hired and sourced for specific operating assignments.

## **COMPANY VALUES AND CULTURE**

First Student's mission is to be the premier provider of student transportation services. Our management team, from the President down to the front line, is looked upon to lead the organizations core values and philosophies.

- ✓ Satisfy customer needs and expectations for performance



- ✓ Provide a high level of safety in our services
- ✓ Be the Preferred Employer
- ✓ Provide a high level of value through cost-effective services
- ✓ Grow the business through our reputation for quality

All of our business strategies relate back to these five, simple statements and overriding mission which guide our daily actions.

## **BEING THE PREFERRED EMPLOYER**

Our experience demonstrates that an employee's satisfaction with his or her job is contingent on many factors. It is not simply a matter of compensation alone. First Student invests a great deal of resources to enhance the quality of work life for all employees and to train our managers to be sensitive to employees' needs. Many programs are developed and implemented with the assistance of our National Human Resources organization. For example, the HR group conducts anonymous surveys to evaluate employee satisfaction and attitudes towards management.

We also provide extensive recognition and workplace improvement programs for our drivers. These programs include Driver of the Month and Year, Excellent Driver Club, Safety Action Team participation and programs.

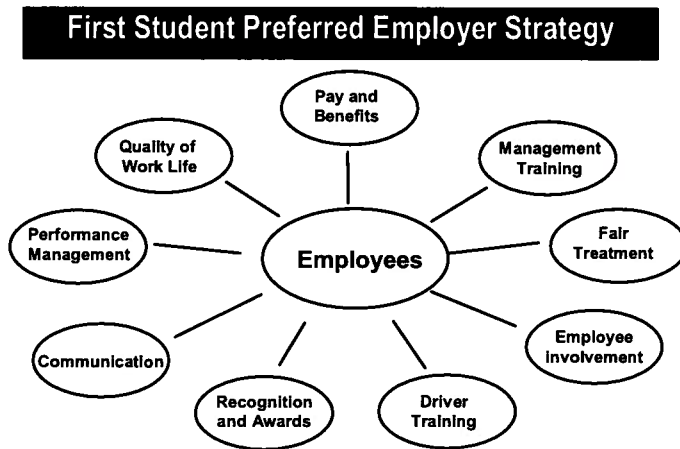


At First Student, we try very hard to do more for our employees and care more about our employees, and consequently, we expect more from them as well. Our expectations include such fundamental values as: being safe on the job, respecting each other, maintaining professional conduct and being dependable and on time. All of these items are set forth in a formal set of Driver Principles,

which we provide to every driver in our Employee Handbook.

If proper hiring, training and management of our employees is provided, our service will excel and flourish. The employees will be enthusiastic, productive and will remain with

our company for many years. Our strategy to cultivate an experienced and motivated workforce is not accidental. It is part of First Student's ***Preferred Employer Strategy***.



## **HUMAN RESOURCES SUPPORT**

First Student's corporate human resource department offers extensive training and expertise in the area of labor relations for all First Student operations. All human resource functions are coordinated under the direction of a Vice President of Human Resources located at First Student's corporate office. Functional areas of support include:

- ✓ Employee relations audits
- ✓ Employee relations training and assistance
- ✓ Management development programs
- ✓ Collective bargaining and labor assistance
- ✓ Employee professionalism and recognition programs
- ✓ Employee communications programs
- ✓ Recruiting assistance
- ✓ Payroll and benefits administration

## **RECRUITING AND ROUTE COVERAGE**

A safe, enjoyable work environment and cooperative labor/management relationship are an important part of attracting and retaining employees in our profession. But, the fact remains that most people have an uninformed perception of the school bus industry. This is due to a high degree of negative sensationalism in the media. In general, people do not perceive the role of school bus driver as particularly important or rewarding. It is

our job to change these misperceptions through a pro-active recruiting and public relations strategy.

A comprehensive recruiting process is critical to maintaining a steady flow of qualified applicants to fill open positions. Our experience shows that a number of factors can contribute to a shortage. Examples are:

- ✓ Relying on the transportation manager alone to develop recruiting strategies
- ✓ Relying on newspaper ads to generate the majority of new recruits
- ✓ Implementing stop-gap measures rather than analyzing results and developing long-term strategies
- ✓ Ignoring workplace factors that significantly impact recruitment and retention beyond traditional wage and benefits plans

First Student has implemented a series of innovative organizational and recruiting initiatives to find, attract and keep qualified school bus drivers. We created a national recruiting staff and a wide array of other resources. The purpose of this organization is to share best practices in recruiting, provide national resources to our local operating managers to help them execute effective strategies and oversee local recruiting activity and staffing levels.

First Student's recruiting strategy is a continuous, non-stop effort that involves several key concepts. First, local managers are required to report their recruiting activities and results on a regular basis. Second, the number of drivers in each phase of testing, training, and final certification is closely tracked with a goal of maintaining a steady stream of recruits. This step is critical in order to prevent "dry spells" without new drivers continually coming on line that are fully screened, qualified and ready to drive. Third, we are able to incorporate efficiencies, such as our third party background checks, to eliminate bottlenecks and decrease dropout rates along the way. Finally, the number of fully qualified and licensed drivers required to maintain full route coverage, is consistently tracked.

## **CRIMINAL HISTORY AND DRUG/ALCOHOL CHECKS**

As the most critical component to the direct safety of the passengers on board our buses, First Student school bus drivers are a primary focus of company safety efforts. All driver applicants must participate in a pre-employment screening process in accordance with all state and federal laws. First Student's screening process not only meets these requirements but also exceeds them in a number of areas.

## Criteria for Disqualification

- ✓ Conviction of an alcohol or drug related offense, including test refusal
- ✓ Positive drug or alcohol test results from former employer
- ✓ Conviction for three (3) non-moving, motor vehicle violations within the past 12 months (excluding parking tickets)
- ✓ Conviction of three (3) moving violations within the past 36 months
- ✓ Conviction within the past three (3) years of a motor vehicle offense which is a criminal offense
- ✓ Conviction for two (2) moving violations within 12 months of the past 24 months
- ✓ No more than two (2) chargeable accidents within a 36-month period in any vehicle
- ✓ Criminal background check with felony convictions or charges involving moral turpitude
- ✓ Absolutely no driver will drive a school bus, providing service under this contract, without first having obtained a current CDL and School Bus Drivers permit issued by the state.
- ✓ The Superintendent of Schools, or his designee, reserves the right to approve or reject any of the contractor's driver personnel. No drivers will be hired that have been previously disapproved by the district.

Motor Vehicle Record checks will be made on all drivers every six (6) months and disqualified if the previous standards are not met.

First Student utilizes DAC, a national applicant screening service, to provide the following information:

- ✓ County Criminal Search
- ✓ Employment Verification
- ✓ Motor Vehicle Report (MVR)
- ✓ Drug & Alcohol Test Results (for prior 2 years)
- ✓ TRAC Report from Experian & CBI
- ✓ Sex Offender Search
- ✓ Social Security Number Check

- ✓ State Criminal Search
- ✓ Education Verification (used for management positions only)

### **Criteria for Hiring/Retention**

- ✓ Satisfactory appraisal from prior employers going back ten years, per USDOT requirements
- ✓ Successfully pass a pre-employment drug screen and subsequent random, reasonable suspicion, post accident and return-to-work testing per federal DOT requirements
- ✓ Successfully pass an annual USDOT physical examination with no limiting conditions for safe operation of a school bus
- ✓ Possess, or have the ability to obtain through company-provided training, a Commercial Driver's License (CDL) and State School Bus Drivers Permit.
- ✓ Annual copies of new health certificates, State School Bus Drivers permits, and valid CDL's prior to the start of school, and copies of police reports and data on all new drivers

### **Ongoing Safety Screens and Checks**

- ✓ Mandatory monthly safety meeting attendance
- ✓ Random, reasonable suspicion, post accident and return-to-work drug and alcohol testing
- ✓ Daily observation at check-in
- ✓ Bi-annual MVR and criminal record checks on all drivers
- ✓ Show of current passenger endorsement when drivers pick up weekly paychecks
- ✓ Road supervision
- ✓ Periodic Behind-The-Wheel audits/retraining





During our initial interview, our management team checks the accuracy and completeness of candidates' applications, asks a number of questions to ensure that their background meets our hiring standards and job requirements and answers any preliminary questions that the applicant may have. Situational questions, a review of the applicant's record, attained certifications, neat appearance, motivation and desire for the position, and good communication skills will be the primary thrust of the formal interview process.

## **DRIVER TRAINING**

All school bus drivers employed by First Student receive extensive pre-employment training and ongoing in-service training. All new hires will be required to successfully complete a minimum of 40 hours of a two-part initial training program, combining multimedia classroom instruction and behind-the-wheel instruction. The second part of the training program is often taught as a series of independent courses targeting a particular training challenge or situational need. First Student employs a variety of training techniques and reputable programs to maintain the interest of the student. Videos, role-playing, hands-on exercises, practice tests and behind-the-wheel training are all used to maximum advantage. We are also more than able to work with school districts in supplementing the curriculum with district-specific training.

Our initial classroom and Behind-The-Wheel (B-T-W) training program for new drivers is described in the table that follows. At the end of the training program, our staff evaluates the performance of each employee and determines whether additional or supplemental training is needed. A key component of our safety philosophy is to make sure that all of our drivers are fit and capable to safely drive school buses. If, from a final road check, a member of our supervisory staff still feels that a particular new hire is not ready to get behind the wheel – we will continue training or suggest other employment for the individual.

<b>First Student New Driver Training</b>	
<b>Orientation</b>	Reviews responsibilities of the driver job, the history and organization of First Student, AA/EEO policy, our Zero Accident Attitude program/safety lifestyle, and highlights of the training curriculum
<b>Operating Policies and Procedures</b>	Introduces employees to First Student and school district policies such as safety rules, personal conduct and appearance, driver standards and professionalism, accident reporting, driver recognition and incentive programs, route assignment procedures, etc.

<b>Drug and Alcohol Policy</b>	Relates our stringent policies and comprehensive testing procedures for drug and alcohol abuse and the effects they could have on passenger safety
<b>Personal Safety Awareness and Attitude</b>	Reviews the "attitude factor" in providing a safe, effective school bus service and reviews Employee Right-to-Know procedures
<b>CDL</b>	Provides intensive classroom training in preparation for the Commercial Driver's License exam. Modules include General Knowledge, Transporting Passengers (pre-trip inspection, loading, safe driving with buses). Air Brakes (air brake system parts, dual air brake systems, inspecting air brakes, using air brakes) and School Bus Endorsements.
<b>Pre-trip Inspections</b>	Details pre-trip inspection procedures including demonstration on actual service bus. Addresses our emergency equipment and specialized training
<b>Vehicle Familiarity</b>	Introduces drivers to the vehicle types used in servicing the district including various features of each vehicle type
<b>Vehicle Maneuverability and Control Skills</b>	Provides comprehensive behind-the-wheel training in off road skills and obstacle courses
<b>Mirror Safety</b>	Presents areas of vision in mirror usage and how to use the mirrors for maximum student safety
<b>Smith System Defensive Driving Skills</b>	Instructs drivers on the defensive driving techniques of a safe, professional driver through videos and instructor discussion. The second part of the course deals with putting into effect the techniques learned from the classroom in actual behind-the-wheel situations.
<b>On-Road Vehicle Driving</b>	Trains driver in actual on-road driving situations and allows the driver to put into effect all of their prior safety training
<b>Loading and Unloading Procedures</b>	Teaches drivers about school bus "trouble spots" and the "danger zone," the importance of setting parking brakes, and the importance of proper loading and unloading procedures
<b>Railroad Crossing and Procedures</b>	Teaches safety techniques for safely crossing railroad tracks at grade
<b>Winter/Inclement Weather Driving</b>	Tips and techniques to deal with winter conditions including skid control and recovery, low visibility driving, and snow day policies

<b>Night Driving</b>	Reviews relevant topics such as driving safely in the dark, driving while drowsy and alertness levels
<b>Emergency Procedures</b>	Instructs drivers on emergency assistance and reporting procedures including handling mechanical failures and breakdowns, fires, radio usage and student evacuations. Program also includes training and CPR certification for adults and infants.
<b>Passenger Management</b>	Provides assertiveness training to effectively handle student misbehavior, reviews completion of student violation reports and reviews rules and procedures regarding discipline. Teaches drivers effective techniques for managing behavior-oriented problems and for appropriately connecting with the passenger. The course also encompasses identifying behaviors at various age groups and basic tips for behavioral management.
<b>Special Needs</b>	Although very customized and specific to the actual routes and types of special needs involved, this training module covers the transportation of students with orthopedic disabilities, transporting those with hearing and visual disabilities, those with mental disabilities or ADD/ADHD, students in alternative education programs. The program also encompasses emergency evacuations, handling bodily fluids, operating lift vehicles, making proper tie-downs and more.
<b>Disability Awareness</b>	Comprehensively addresses numerous awareness issues for drivers including correct terminology; specific information on various disabilities such as hearing-impaired, vision-impaired and mental retardation; assistive devices and their operation; wheelchair user assistance and techniques; support for ambulatory persons; seizure control; passenger complaints and commendations; appropriate versus inappropriate behaviors; evacuation procedures; and leaving vehicles
<b>Staff Driver Evaluation</b>	Evaluates the driver under the actual route conditions to identify any skill or procedural weaknesses that must be corrected. Staff recommends whether a driver is ready for route assignment, follow-up training and tests, or termination.

### **In-Service Driver Training and Monthly Safety Meetings**

Besides the initial training program described above, all drivers and attendants participate in additional in-service training annually before school start-up and through required participation in monthly safety meetings. Our program also requires veteran drivers to pass a satisfactory pre-trip and B-T-W test per company policy. Each element

of the in-service plan is designed to cover topics that are relevant to the season and/or situation as listed in brief below. However, it should be strongly emphasized that it is standard procedure to supplement our monthly meetings with daily safety awareness messages, ongoing safety campaigns, staff notices, road supervision, and targeted training to ensure a constant, daily focus on our safety priority.

### ***In-Service Training***

- ✓ Before school start – road check, targeted training, basic refresher, passenger management
- ✓ Fall/Winter driving hazards and techniques
- ✓ Winter/Spring driving hazards and techniques
- ✓ Monthly discussions of accident prevention techniques
- ✓ Safety awareness campaigns with group participation and occasionally with prizes
- ✓ Presentation of Safety Action Team (SAT) findings
- ✓ Manager and Safety Coordinator presentations
- ✓ School customer presentations/expectations and involvement
- ✓ Presentation of monthly and annual driver performance recognition awards

### **Passenger Management**

One of the ongoing challenges of all student transportation systems is managing student behavior on board the bus. Unruly students not only pose a danger to other students, the bus driver, and themselves, but also to pedestrians and motorists on the street. The image of a busload of uncontrolled students is also one of the most negative stereotypes of our industry. It undermines the public's perception of schools and makes it even more difficult to attract talented people to work in our industry.

To resolve this situation, First Student has internally developed and implemented its own unique approach to managing student behavior, which we refer to as "Passenger Management." First Student incorporates time-honored techniques of student control such as assertive discipline into the driver training process. Our process goes beyond basic discipline and communication techniques to incorporate more comprehensive elements of student control. Passenger Management includes:

- ✓ Intensive driver training to address a wide range of disruptive situations
- ✓ Age and ability based methods of recognizing and responding to misbehavior
- ✓ The right to safe passage for all students on the bus
- ✓ Driver authority and support to immediately stop unsafe situations

- ✓ Linkage to school board policies regarding student rights and responsibilities
- ✓ Enhanced communication between transportation and district personnel to report and counsel misbehaving students
- ✓ Effective use of on-board tools including P.A. systems, video cameras and stereo radios
- ✓ Aged-based, in-school training on the rules of school bus safety
- ✓ Methods for dealing with more dangerous situations, including special radio codes, bus patrols, and community action teams involving police, where necessary
- ✓ Crisis management training

### **Elementary School Programs**

In-school safety programs can be extremely helpful in teaching the youngest riders the rules and responsibilities of riding the school bus. At First Student, we provide the following kinds of safety programs and training to elementary school students:



- ✓ In-school school bus safety presentations using an entertaining, yet informative format for the youngest riders. Presentations may be made with Buster the Bus robot school bus, puppet shows, outside bus demonstrations, etc.
- ✓ Certificate of Recognition program for young riders' good conduct
- ✓ Emergency evacuation drill practice and procedures
- ✓ 10 Rules of School Bus Safety handouts
- ✓ 10 Rules of School Bus Safety training on the Internet for in-school and at-home viewing

### **Passenger Management Workshop**

As students reach higher grades, particularly in middle or high school, a different approach is taken. At these age levels, school bus drivers, as well as student transportation managers and school administrators, must ensure that students clearly understand the behavior that is expected on board the bus and the consequences for misbehavior. All First Student school bus drivers are required to attend our Passenger Management Workshop prior to the beginning of each school year and during the year, if



necessary to improve their skills. Bus drivers are responsible for maintaining discipline on board the bus and reporting all infractions to First Student management who will notify the district according to district policies.

### **DRIVER PROFESSIONALISM & PERFORMANCE RECOGNITION PROGRAMS**

In addition to its comprehensive driver training process, First Student believes that expectation-setting and performance recognition play major roles in motivating employees to remain focused on our company's Safety Priority as well as contributing to positive labor relations. First Student's programs in this area are not only designed to motivate and reward superior individual performance, but they are also to provide widespread recognition to all team members who achieve the primary goal of safe, on-time performance. Following are descriptions of the driver-related safety recognition and incentive programs we have in place.

# Fleet Maintenance

First Student proposes to maintain your district's school bus fleet to a standard that meets your district's expectations and complies with all applicable state and federal requirements for inspections and maintenance. In addition to maintenance, First Student prides itself on developing engineering-based specifications that not only enhance the operating life of our equipment, but also adds to the reliability, safety and ease of maintenance.

One of the reasons we are able to provide a high level of fleet reliability is our partnership with selected body companies and chassis manufacturers who meet our quality and value criteria. As one of the largest purchasers of new school buses in the nation, First Student can assist the district in the development of fleet specifications for the purchase of future replacement, or expansion, buses.



First Student's specifications typically exceed requirements for safety and performance. We equip our vehicles with heavy-duty components that have known records for long life and durability, as tracked and monitored by our automated shop and IT systems. While these components may at times increase the initial cost of a vehicle, they represent an investment which returns reduced maintenance costs, extended vehicle life and performance reliability, and higher re-sale value. Consequently, total vehicle lifecycle costs are lower. Once properly equipped vehicles are in place, established maintenance procedures are rigorously applied to ensure trouble-free service and optimum performance.

## **First Student: Demonstrated Maintenance Leadership**

First Student is a leader in the transportation industry, known for its forward thinking approach to preventative maintenance procedures in many areas including:

- ✓ Systematic preventative maintenance ("PM") procedures and computerized monitoring and scheduling systems
- ✓ Use of computerized diagnostic tools required to maintain electronically controlled diesel engines
- ✓ Use of extensive technical training programs and active support of related ASE certifications for our technicians
- ✓ Ability to leverage national fleet discount programs for parts and tires
- ✓ Use of safety practices and environmental procedures to protect our employees and the environment.

## Preventative Maintenance Program

A comprehensive preventative maintenance (PM) program is the cornerstone of effective maintenance and encompasses manufacturers recommended service, DOT requirements; state, local and federal regulations. First Student's PM program:

- ✓ Ensures 100% safe and reliable vehicles at all times to service your district's students
- ✓ Minimizes road breakdowns and emergencies
- ✓ Lowers costs by optimizing spare bus and parts inventory
- ✓ Controls overall maintenance costs
- ✓ Maximizes shop efficiency

The program is designed around three tiers of preventative maintenance, which we have found service school buses best:

1. Drivers' daily pre-trip inspections
2. Twice-Weekly Lot Inspections
3. Regularly scheduled preventative maintenance inspections at various intervals

Activities performed in each of the inspections are discussed below.

**1. Drivers' Pre-trip Inspections:** To ensure the safety of your students every day, each driver performs a pre-trip inspection before the first run of the day and completes the daily Driver Vehicle Condition Report (DVCR).

This pre-trip inspection is a thorough visual inspection of more than 40 critical safety components. The components checked include equipment outside the bus such as mirrors, signals, and lights; under hood items such as fluids levels, fan belts, and batteries; odometer operation; all brakes, wheels, tires and exhaust; transmission; all doors and vision systems; horn, steering; and so on. We will withdraw a bus from service if it has serious defects in any of the items listed above.



Drivers must sign and submit one copy of the form to the Service Manager (SM) or Technician In Charge (TIC) while leaving a copy in their book. If defects are found, our SM or TIC determines whether the bus requires immediate repair and whether the repair can be completed on the spot, or whether it can be deferred until the trip is completed. In no instances are "unsafe" vehicles released for use, however there are many possible minor defects such as seat repair that do not require immediate attention. If immediate repair is required, dispatch is notified for a bus replacement, and a repair order is attached to the inspection form. Completed repair orders are signed by the technician performing the work and filed in the vehicle's maintenance file. Maintenance technicians also sign the inspection copy left in the driver's book. When all forms are used, the completed book is filed and replaced with a new vehicle condition report book.

First Student devotes an entire module in our driver-training program to pre-trip inspections. Drivers are trained to understand the operational importance, preventative aspects, and legal requirements of this inspection.

**2. Twice-Weekly Lot Inspection:** The yard attendant performs a twice-weekly inspection on all buses to ensure that:

- ✓ Tires are inflated to the proper pressure or filled as needed
- ✓ Oil and fluid levels are at the proper levels or replenished as needed
- ✓ Any fluid leaks are detected and brought to the attention of the SM or TIC
- ✓ Fuel is sufficient in the vehicles to perform required route duties

The lot check further insures the safety and reliability and provides vital assistance towards a truly comprehensive preventative maintenance program.

In addition to these basic daily and twice-weekly inspections, formalized Preventative Maintenance (PM) inspections are performed at set intervals by experienced technicians. All tools and supplies are strategically placed around the inspection bay to aid in an efficient inspection. In all PM inspections, our first step is a detailed review of a vehicle's maintenance file. This shows the technician what PM is needed and important history information on servicing the vehicle. Then the actual inspection begins.

**3. Regularly Scheduled Preventative Maintenance Inspections:** We conduct Preventative Maintenance (PM) "B" inspections at 4,000 miles or 120 days, unless state regulations or the school district dictates otherwise. First Student has developed an inspection form to act as an efficient checklist throughout the inspection. Over 100 items are carefully inspected with an emphasis on safety-related components, including:

- ✓ Tire pressure, condition, and alignment
- ✓ Brakes-primary and secondary
- ✓ Engine
- ✓ Transmission



- ✓ Instruments and accessories
- ✓ Safety equipment
- ✓ Radiator and belts
- ✓ Tire and wheel alignment
- ✓ Valve stems and caps
- ✓ Fan assemblies
- ✓ Cooling system
- ✓ Steering and brake fluids
- ✓ Battery and related attachments
- ✓ Steering components
- ✓ Front-end components and more

PM "C" inspections are performed at 24,000 miles or 12 months. These PM inspections are planned and scheduled by the SM or TIC. Technicians again review all items with an emphasis on thorough examination of major components such as brakes, alternators, starters, and so on.

After "B" or "C" inspections end, management and technicians review the completed inspection form to determine what repairs and follow-up work is required. To keep vehicles at peak efficiency, all follow-ups are completed as soon possible.

All vehicles serving this contract will be assigned a regular PM schedule based on their mileage, usage and the general timing of state bus inspections. First Student prides itself on PM currency. The corporate maintenance management team continually monitors overall PM currency and vehicle component cost and replacement cycles through automated company-wide systems. Periodically, corporate maintenance management will make adjustments in PM intervals based on individual component performance, changing vehicle specifications, design improvements, local or environmental factors, or changing regulatory requirements.

In early fall, a special winterizing inspection and PM is performed on all school buses. This is especially critical to vehicle reliability and performance in cold weather climates. In addition to these inspections, our technical service team conducts a comprehensive inspection and PM on all buses prior to the annual state inspection. We are especially proud of our high pass rate and perfect score before any vehicles are used to serve the school district.

## **Maintenance Procedures**

First Student arms its technicians with extensive maintenance tools, systems and procedures covering every aspect of maintenance, from PM inspections through warranty. Written procedures are always available to technicians for guidance as they perform PM inspections. However, a great deal of this information is available in electronic format, either by using the fault and repair codes on our diagnostic tools, or by accessing our company CD-ROM guides. This allows for more efficient repair with the use of printed materials as back up. These diagnostic tools and repair guides manual contain detailed inspection and repair procedures for each type of bus we operate, including gasoline or diesel-powered light, medium, or heavy-duty buses. Procedures



also differ depending on brake type: air, air-assisted hydraulic, or hydraulic brakes, and other features such as forward- or rear-control transit style buses, conventionals or vans.

### **Automated Shop Management System**

First Student utilizes an advanced fleet maintenance IT system to capture repair order information that is directly entered into the computer as a paperless repair order or keyed in from physical copies to capture and track individual vehicle maintenance performance histories. Each vehicle in our fleet is assigned a unit number, which serves as a way to track repair costs. A unit file is set up for program vehicles and maintained on site, where it is available for inspection. A typical school bus file (whether on computer or manual "hard card") includes:

- DVCR defects and repairs
- Shop repair orders
- PM inspection schedule and history
- Tire maintenance information
- Warranty and recall repairs
- Outside repairs
- Road calls
- And other Misc. information

At a regional and corporate level, our maintenance managers are able to group and summarize vehicle histories for analysis by location, vehicle type, component type, model year, mileage, etc. As one of the world's largest bus operators and purchasers, this information has been invaluable in our circles with manufacturers to improve the safety, efficiency and reliability of performance.

### **Maintenance Training**

As one of the largest fleet operators of buses in the US, our maintenance capabilities are fundamental to the reliability and performance of our fleet. A systematic approach to technical training and development is key to superior maintenance performance. Our technical training consists of classroom instruction and OJT (on-the-job training), which combines courses and conferences furnished by our preferred suppliers with our own corporate maintenance support. Our maintenance staff has a comprehensive library of in-house technical training materials that include pre- and post-training programs consisting of videotapes, printed study guides, and libraries of technical literature.

We will ensure that our technical service team has all the necessary training, support and oversight to ensure proper and effective maintenance of the districts vehicles. First Student is also a big supporter of ASE certification for our technicians. We encourage all of our technicians to become master mechanics through ASE certifications in areas

relevant to their positions. Extensive training is provided so that our technicians can successfully pass their exams and pay for materials as well.

## **SCHOOL BUS MAINTENANCE PHILOSOPHY**

### **Core Purpose & Values**

The First Student Maintenance Team's core purpose is to provide safe and reliable vehicles to all of our customers 100% of the time. This is done with Integrity, honesty, professionalism and ethics in mind at all times.

### **Goals**

#### **100% Safety and Reliability**

- ✓ Our goal is for every vehicle to always be in total compliance with safety related preventive maintenance schedules with no unscheduled repairs or on-road breakdowns to provide a safe and secure environment for our customers and staff.



#### **Clear Communication**

- ✓ Our goal is to provide clear direction, objectives and framework to guide decision-making.

#### **Continuous Improvement**

- ✓ Our goal is to benchmark our processes on an ongoing basis always looking for positive improvement.
- ✓ Our goal is "Doing the right thing...not just doing things right."
- ✓ Our goal is to empower all staff to suggest changes that result in value added improvements.

#### **Customer Satisfaction**

- ✓ Our goal is to fully understand the needs of both internal and external customers.
- ✓ Our goal is to develop partnerships and strong relationships to ensure total satisfaction.
- ✓ Our goal is to go the extra mile to exceed customer expectations.

#### **Employee Satisfaction**

- ✓ Our goal is to show we care about our team and the job satisfaction they derive from their role.
- ✓ Our goal is open and honest communications at all times.

- 
- ✓ Our goal is to make sure all employees enjoy their career with First Student.

### **Meet our Financial Objectives**

- ✓ Our goal is to maximize the use of all our resources to reduce unnecessary costs and waste.
- ✓ Our goal is to make every dollar count.



**NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225**

**ANTI-COLLUSION AFFIDAVIT of COMPLIANCE**

Michael Medin  
being first duly sworn, deposes and says:

That he is Business Development Manager for First Student, Inc.

(Contractor)

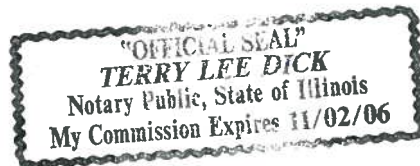
The party making the foregoing proposal or bid states that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price element or said bid, or of that of any other bidder, to secure any advantages against any other bidder or any person interested in the proposed contract.

(Name of Bidder if Bidder is an Individual)  
(Name of Partner if Bidder is a Partnership)  
X (Name of Officer if Bidder is a Corporation)  
Michael Medin

Subscribed and sworn to this 22nd day of November, 2005.

Terry Lee Dick  
By Signature of Notary

(SEAL)



**CERTIFICATE OF RESOLUTION  
OF THE BOARD OF DIRECTORS  
FIRST STUDENT, INC.**

I hereby certify that I am the duly appointed Assistant Secretary of First Student, Inc. and the following resolutions were duly adopted by the Board of Directors at a meeting thereof:

**WHEREAS**, First Student, Inc. is in the business of public transportation;

**WHEREAS**, in order to expediently submit bids to perform public transportation services, corporate officials are required to be empowered to lawfully bind the corporation to its bids;

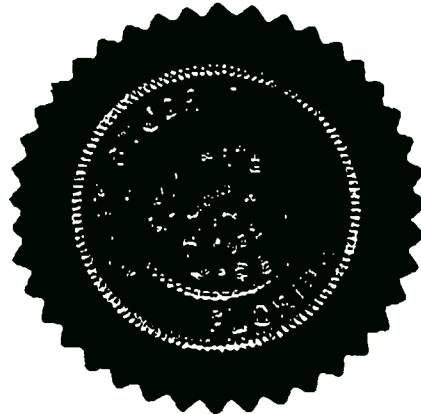
**NOW THEREFORE BE IT RESOLVED,**

Any one (1) of the following officers of the corporation has the authority to execute and deliver such documents, instruments, contracts, or other matters necessary to bind the corporation to any proposal, contract, bid document, correspondence or any document or instrument whatsoever necessary to bind the corporation to a bid, proposal or contract for the provision of school bus and any related services: Mike Medin, *Business Development Manager*.

There being no further business, the meeting was adjourned.



\_\_\_\_\_  
Daniel R. Beerck, *Asst. Secretary*





Please note any exceptions to the student transportation bid specifications in the space below. Unless noted below, it is assumed that your bid is in compliance with all specifications.

SEE "PROPOSAL EXPLANATION"

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I hereby agree and sign that I have thoroughly read and understand the transportation specifications and my bid is in compliance with the specifications except as noted above. I agree to provide the transportation services for 2006/07, 2007/08 and 2008/09 as per the prices noted in Appendix B.

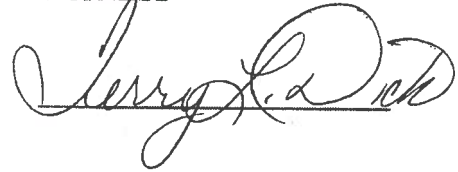
  
BY

Business Development Manager  
TITLE

First Student, Inc  
COMPANY

Gurnee, IL 60031  
ADDRESS  
November 23, 2005  
DATE

WITNESS



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**STUDENT TRANSPORTATION BID SHEET**

Company Name: **First Student Inc.**

Contact Name: **Mike Medin**

Contact Number: **847-336-2284**

72 passenger

Round Trip Cost Per Day Per Bus  
**FY 06/07**    **FY 07/08**    **FY 08/09**

84 passenger

Round Trip Cost Per Day Per Bus  
**FY 06/07**    **FY 07/08**    **FY 08/09**

90 passenger

Round Trip Cost Per Day Per Bus  
**FY 06/07**    **FY 07/08**    **FY 08/09**

**I. REGULAR TRANSPORTATION**

*Scenario A* - under scenario A, Glenbrook North and Glenbrook South would each start school around 8:00am and dismiss around 3:15pm. Having similar start and end times would not allow the opportunity to share buses. Bidders may bid on GBN only, GBS only and/or GBN and GBS.

<b>A. GBN Only</b>	\$201.00	\$207.03	\$213.24	\$210.00	\$216.30	\$222.79	NA	NA	NA
<b>B. GBS Only</b>	NA	NA	NA	NA	NA	NA	NA	NA	NA
<b>C. GBN &amp; GBS</b>	NA	NA	NA	NA	NA	NA	NA	NA	NA

*Scenario B* - under scenario B, the schools would maintain their current schedules with staggered start/end times allowing buses to be shared between schools. See current bus routes in Appendix A. Currently buses start with GBN routes and end with GBS routes. If there would be savings by reversing the routes - please note.

<b>A. GBN &amp; GBS</b>	\$206.00	\$212.18	\$218.55	\$218.00	\$224.54	\$231.28	NA	NA	NA
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**This price is reflective of our proposal in "Proposal Explanation" number 1 and 2.**

**STUDENT TRANSPORTATION BID SHEET CONT'D**

	<b>Daily Cost</b>	
	<b><u>FY 06/07</u></b>	<b><u>FY 07/08</u></b>
		<b><u>FY 08/09</u></b>
<b>II. INTERCAMPUS SHUTTLE</b> Provide the <b>daily cost</b> to run an intercampus shuttle bus between GBN, GBS, OCC and DO for 8 hours a day. Routes and times will be determined.	<b><u>\$270.00</u></b>	<b><u>\$278.10</u></b>
		<b><u>\$286.44</u></b>
<b>III. LATE ACTIVITY BUS</b> Provide the <b>daily cost</b> to run a late activity bus. Current practice is for the late activity bus to depart each school at 5:00pm. Buses take students to main intersections nearest their home. Routes generally take 1 hour.	<b><u>\$43.00</u></b>	<b><u>\$44.29</u></b>
		<b><u>\$45.62</u></b>

**STUDENT TRANSPORTATION BID SHEET CONT'D**

**IV. CHARTER BUSES** - please attach a tariff schedule documenting your pricing structure for charters. Tariff schedule must have all applicable fees - miles, minimums, maximums, fuel etc.

<b>0-4 hours</b>	<b>Minimum/first</b>
<b>\$220.00 4 hours</b>	Trips over 8 hrs will have an additional driver charge of \$10.00 per hour for hours over 8 hours.
<b>Additional Hrs per</b>	<b>\$40.00</b>
<b>Quarter Hr Rate</b>	<b>\$10.00</b>
<b>First Student is not bidding on the total charter package. First Student will provide charter buses when it is operationally feasible to provide such buses..</b>	

In addition, for comparison purposes, please price out the following four trips in accordance with your tariff schedule.

**A. Volleyball team to Indiana Dunes State Park - Weekday - 12.25 hours - 232 miles**

<b>Hours</b>	<b>Rates</b>	<b>Total</b>
<b>8</b>	<b>\$320.00</b>	<b><u>\$540.00</u></b>
<b>4</b>	<b>\$220.00</b>	

**B. Field Hockey trip to Deerfield High School - Saturday - 4.25 hours - 10 miles**

<b>Hours</b>	<b>Rates</b>	<b>Total</b>
<b>0.25</b>	<b>\$10.00</b>	<b><u>\$230.00</u></b>
<b>4</b>	<b>\$220.00</b>	

**C. Fieldtrip to the Museum of Contemporary Art in Chicago - Weekday - 7.5 hours - 61 miles**

<b>Hours</b>	<b>Rates</b>	<b>Total</b>
<b>3.5</b>	<b>\$140.00</b>	<b><u>\$360.00</u></b>
<b>4</b>	<b>\$220.00</b>	

**D. Athletic trip - Week night - 3.5 hours - 22 miles**

<b>Hours</b>	<b>Rates</b>	<b>Total</b>	<b>Minimum billing</b>
<b>4</b>	<b>\$220.00</b>	<b><u>\$220</u></b>	

**STUDENT TRANSPORTATION BID SHEET CONT'D**

V. Please note any discount available for shortened payment terms and/or payment twice a month.  
NA

VI. Please note any discounts and/or benefits available to the District for use of District property for overnight parking of buses - 15 bus max.  
NA

VII. Please note any other cost saving ideas you have to offer the District.  
Scenario C - See item 3 in "Proposal Explanation"

	71 passenger	
	Round Trip Cost Per Day Per Bus	
	<u>FY 06/07</u>	<u>FY 07/08</u>
<u>C. GBN &amp; GBS</u>	\$150.00	\$154.50
		<u>\$159.14</u>
	<u>Non tie-in days to be billed at \$235.00 per bus per day.</u>	

VIII. Please note the closest maintenance garage to the District boundaries where buses will be housed.

2800 Old Willow Road  
Northbrook, Illinois



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS,** that we **FIRST STUDENT, INC. (1487)**  
2800 Old Willow Road (Here insert full name and address or legal title of Contractor)  
Northbrook, IL 60065

as **Principal, hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
1400 American Lane (Here insert full name and address or legal title of Surety)  
Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of MD  
as **Surety, hereinafter called the Surety, are held and firmly bound unto**  
BOARD OF EDUCATION, NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT #225 (Here insert full name and address or legal title of Owner)  
1835 Landwehr Road, Glenview, IL 60026

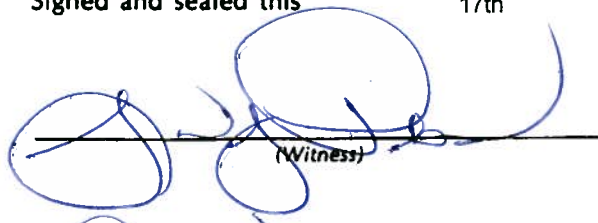
as **Obligee, hereinafter called the Obligee, in the sum of**

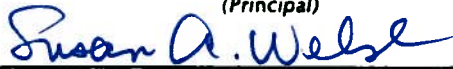
Fifty Thousand and 00/100 Dollars (\$ 50,000.00 ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

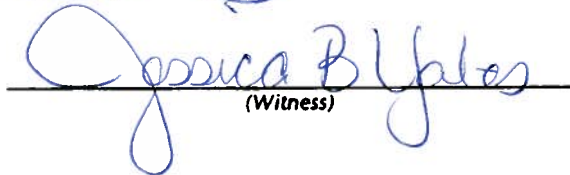
**WHEREAS,** the Principal has submitted a bid for (Here insert full name, address and description of project)  
Student Transportation Services


**NOW, THEREFORE,** if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of November 2005

  
(Witness)

FIRST STUDENT, INC. (1487)  
(Principal) (Seal)  
  
Susan A. Welsh (Title) Attorney-in-Fact

  
(Witness)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
(Surety) (Seal)  
  
Karen Daniel (Title) Attorney-in-Fact



**ZURICH**

## **THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND**

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

### **Disclosure of Terrorism Premium**

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived . This amount is reflected in the total premium for this bond.

### **Disclosure of Availability of Coverage for Terrorism Losses**

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

### **Disclosure of Federal Share of Insurance Company's Terrorism Losses**

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

### **Definition of Act of Terrorism**

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

**These disclosures are informational only and do not modify your bond or affect your rights under the bond.**

**EXHIBIT A**


**Special Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS that FIRSTGROUP AMERICA, INC., and FIRST STUDENT, INC., Florida Corporations, and FIRST TRANSIT, INC., a Delaware Corporation and FIRST VEHICLE SERVICES, INC., a Delaware corporation has made, continued and appointed and by these presents does make, constitute and appoint *Linda Iser, Susan A. Welsh, Karen Daniel, Jim Cuthbertson and Richard Moore* on Power, all of the City of Chicago, State of Illinois as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf surety bonds and other documents of similar character issued in the course of its business and to bind the Company thereby as if such writings had been duly executed and acknowledged by its officers.

IN WITNESS HEREOF, FirstGroup America, Inc., First Transit, Inc., and First Student, Inc. has caused its name to be subscribed by Michael L. Petrucci, Associate General Counsel and Assistant Secretary, and its corporate seal to be affixed and attested by its Assistant Secretary on this 20<sup>th</sup> day of January, 2005.

Attest:

FirstGroup America, Inc.

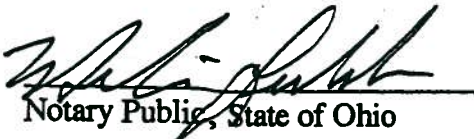
  
By: Kevin Cooper  
Treasurer

  
By: Michael L. Petrucci  
Assistant Secretary

-SEAL-

State of OHIO  
County of HAMILTON

On this 20<sup>th</sup> day of January, 2005 personally appeared before me, a Notary Public for the State of Ohio, Michael L. Petrucci, Associate General Counsel and Assistant Secretary of FirstGroup America, Inc., First Transit, Inc. (Secretary), and First Student, Inc. who acknowledged that the foregoing is his free and voluntary act and deed on behalf of said corporation.

  
Notary Public, State of Ohio

My Commission Expires: 6/23/08



-SEAL-  
MELISSA LUBBERS  
Notary Public, State of Ohio  
My Commission Expires 06-23-08

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes      Assistant Secretary

*William J. Mills*

By:      William J. Mills      Vice President

State of Maryland }  
City of Baltimore } ss:

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

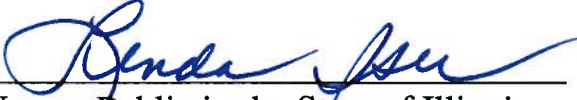
Dennis R. Hayden      Notary Public  
My Commission Expires: February 1, 2009

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 17th day of November, 2005, before me, Linda Iser a Notary Public, within and for said County and State, personally appeared Karen Daniel to me personally known to be the Attorney-in-Fact of Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook





Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

(hereinafter called "Principal") as Principal, and \_\_\_\_\_  
authorized to do business in the State of \_\_\_\_\_ (hereinafter called "Surety") are held and firmly  
bound into \_\_\_\_\_

(hereinafter called "Obligee" ) as Obligee, in the penal sum of \_\_\_\_\_

DOLLARS, good and lawful money of the United States of America, for the payment of which, well and truly to be  
made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally,  
firmly by these presents.

WHEREAS the above bounden Principal has entered into a certain written Contract with the above named  
Obligee, effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and terminating the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_

which Contract is hereby referred to and made a part hereof as fully and to the extent as if copies at length were  
attached herein, except that nothing said therein shall alter, enlarge, expend or otherwise modify the term of the bond  
as set out below.

NOW, THEREFORE, if the Principal shall comply with and faithfully perform the terms of the Contract, then this  
bond shall be null and void, otherwise to be in full force and effect. This bond is executed by the Surety and accepted  
by the Obligee subject to the following express condition:

Notwithstanding the provisions of the contract, the term of the bond shall apply from \_\_\_\_\_,  
\_\_\_\_\_ until \_\_\_\_\_, \_\_\_\_\_, and may be extended by the Surety by Continuation Certificate.  
However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in  
the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or  
continuation thereof. Surety's liability under this bond and all continuation certificates issued in connection therewith  
shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders,  
or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES

As to Principal

As to Surety

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

Attorney-in-Fact

**EXAMPLE**

**PUBLIC SCHOOL PUPIL TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT along with the terms and conditions stated in the bid documents is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the Board of Education of Northfield Township High School District No. 225, Cook County, Illinois with principal offices at 1835 Landwehr Road, Glenview, Illinois 60026, (hereinafter called "DISTRICT"), and Laidlaw Transit, Inc., d/b/a Laidlaw Education Services, hereinafter called "CONTRACTOR", with its principal business offices located at 55 Shuman Boulevard, Suite 400, Naperville, Illinois 60563.

**WITNESSETH**

WHEREAS, DISTRICT has selected CONTRACTOR to provide the pupil transportation services for extracurricular activities described herein; and

WHEREAS, CONTRACTOR desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. **TERM**

The term of this Agreement shall commence the first day of school in August 2006 and shall continue through last day of school of the 2008/09 school year. This agreement may be extended by mutual written agreement for two (2) additional one year periods.

2. **SCOPE OF SERVICES REQUIRED**

CONTRACTOR shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill DISTRICT's needs for "Extracurricular Transportation" as defined below.

"Extracurricular Transportation" shall mean the safe transportation of any and all pupils or other authorized persons as may be requested by DISTRICT for field trips, excursions, athletic activities or any other purpose designated by DISTRICT.

3. **CONTRACTOR REQUIREMENTS**

In the interpretation of this Agreement and the relations between CONTRACTOR and DISTRICT, CONTRACTOR shall be construed as being an independent contractor employed to provide transportation services only. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of DISTRICT. CONTRACTOR shall be responsible for, and hold DISTRICT harmless from any liability for unemployment taxes or contributions,

payroll taxes or other federal or state employment taxes. CONTRACTOR shall not hire or retain any individual that has been convicted for one of the offenses listed in Section 10-21.9 of the School Code. All expenses of operation maintenance shall be paid by CONTRACTOR. Further, CONTRACTOR agrees to

- A. Maintain facilities and bus fleet including preventative maintenance program.
- B. Recruit, select and train bus drivers.
- C. Keep records on all personnel.
- D. Keep time logs of arrivals and departures.
- E. Maintain and keep current on all Federal and State laws regarding transportation, along with school board policy.
- F. Maintain a written quality control manual.
- G. If necessary, provide data for DISTRICT to prepare necessary reports.
- H. Keep confidential history file on student bus conduct reports.
- I. Supply sufficient numbers of regular and substitute drivers to be available and properly trained.
- J. Be capable and experienced in school bus fleet operation and management.

**4. EQUIPMENT**

All school buses supplied by CONTRACTOR in performance of this Agreement will meet or exceed the standards established by the laws and regulations of the State of Illinois. CONTRACTOR will maintain the school buses used to provide transportation services under this Agreement in accordance to the laws and accepted industry maintenance standards. Such buses will be kept in a clean and sanitary condition and be open to examination by the SCHOOL DISTRICT at all times.

- A. All school buses are owned by CONTRACTOR.
- B. All buses are equipped with a working two-way radio communication system capable of transmitting on an exclusive frequency. All vehicles supplied under the Agreement, unless otherwise agreed, will be no less than 71 passenger capacity.
- C. At all times during the performance of this Agreement, the average age of all buses shall be no more than five (5) years and no bus shall be shall be more than ten (10) years old, unless otherwise agreed.
- D. The CONTRACTOR will be required to keep thorough, up to date records of all operating data and maintenance work done, and the DISTRICT shall have access

to these files. Examples would include: fuel mileage, oil usage, tire replacement and work repair orders.

E. The Assistant Superintendent for Business Affairs and his/her appointed representative retains the right to designate the maximum number of passengers per bus, as long as such number does not exceed the maximum number permitted by law.

5. **DRIVERS AND TRAINING** All driver and driver/trainer employees hired must have individual traffic and criminal records researched by CONTRACTOR to assure compliance with State and Federal laws. In addition, all drivers will be required to follow all Glenbrook High School District 225's transportation policies and regulations. Assigned driver and driver/ trainer qualifications will meet or exceed those specified to the CONTRACTOR by the DISTRICT, and each driver or driver/ trainer must possess a valid commercial driver's license as of the dates of service. Upon request of DISTRICT, and to the extent permitted under all applicable laws requiring that CONTRACTOR maintain the confidentiality of driver records, CONTRACTOR shall provide DISTRICT with the results of criminal checks and drug screens on drivers, driver / trainers or driver applicants. CONTRACTOR and DISTRICT shall coordinate delivery of such information in a manner to preserve confidentiality and meet legal requirements concerning such information.

CONTRACTOR shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with the laws of the State of Illinois and the rules and regulations of DISTRICT to operate school buses. Not less than sixty (60) days prior to the start of any school year, DISTRICT shall advise CONTRACTOR of DISTRICT's requirements for training or qualification for drivers or driver/ trainers. CONTRACTOR will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing DISTRICT's students. Accordingly, CONTRACTOR agrees that each driver shall:

(1) Possess a valid license or permit issued by this State authorizing such person to operate a school bus.

(2) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.

(3) Successfully complete a course of training, including classroom instruction in school bus safety, pupil discipline, human relations, defensive driving, first aid, use of fire extinguisher, traffic laws, DISTRICT's policies and regulations and behind-the-wheel school bus driving instruction.

(4) Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.

(5) Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

(6) Satisfy all requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.

(7) Meet any other criteria required by law or by DISTRICT's policies, rules or regulations.

CONTRACTOR shall hold each driver responsible for:

(a) Supervising the loading and unloading of his or her bus at every pick-up and delivery point;

(b) Keeping informed of all rules and regulations affecting the operation of school buses and standards of conduct;

(c) Complying with all federal, state and local traffic laws while operating buses under this Agreement;

(d) Wearing an appropriate DISTRICT photo identification badge while on duty;

(e) Notifying CONTRACTOR's dispatcher by radio in the event of any traffic accident or medical emergency that involves a vehicle used in the performance of this Agreement. CONTRACTOR's dispatcher shall promptly advise the appropriate authorities and the DISTRICT's designee of the accident or emergency. CONTRACTOR's employees shall not be required to perform any medical functions for passengers.

## **B. Training Requirements**

CONTRACTOR shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The DISTRICT shall have the right to review course content. At a minimum, new hires will receive twenty (20) hours of classroom instruction and fifteen (15) hours of behind-the-wheel instruction prior to transporting students.

Additionally, CONTRACTOR will provide, to the extent required by the State of Illinois, instruction relative to defensive driving, CPR and First Aid for new hires and periodically for experienced employees as required by state regulation. Monthly safety



meetings will be held for all drivers, as required by state law. The meetings will cover safety topics as well as other issues of importance to the DISTRICT and CONTRACTOR.

6. **ROUTES AND SCHEDULES**

DISTRICT will give CONTRACTOR at least three (3) days advanced notice of field trips and athletics events.

7. **RECORDS AND REPORTS**

CONTRACTOR shall maintain such records and submit such information to DISTRICT to prepare reports, as are deemed necessary by the DISTRICT.

8. **INDEMNIFICATION**

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

9. **INSURANCE**

CONTRACTOR shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability and Automobile Liability Insurance to protect CONTRACTOR, its drivers and other personnel. CONTRACTOR shall provide General Liability limits of not less than \$5,000,000 each occurrence and aggregate bodily injury and property damage and \$5,000,000 Personal Injury each occurrence and aggregate; automobile liability limits of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos. CONTRACTOR shall also maintain uninsured/underinsured motorist coverage and medical payments coverage in the amount of \$1,000,000. CONTRACTOR agrees to provide to DISTRICT a certificate of insurance evidencing such coverage and designating DISTRICT as an additional insured as its interest may appear for both the General and Auto Liability programs, and reference to the hold harmless and indemnification provisions in this contract. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days written notice to CONTRACTOR and DISTRICT. Insurer shall maintain a minimum A.M. Best's & Company rating of A or CONTRACTOR shall obtain insurance from a company mutually agreed upon between the CONTRACTOR and the DISTRICT. CONTRACTOR shall provide DISTRICT with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which CONTRACTOR shall operate for this Agreement.

10. **FORCE MAJEURE**

In the event CONTRACTOR is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any condition or cause beyond CONTRACTOR's control, DISTRICT shall excuse CONTRACTOR from performance under this Agreement.

11. **ASSIGNMENT**

The services contemplated under this Agreement are deemed to be in the nature of personal services. CONTRACTOR shall not assign this Agreement without prior consent of DISTRICT. The parties agree that assignment by CONTRACTOR of any sums due and owing CONTRACTOR under this Agreement shall not constitute an assignment of the Agreement.

12. **BREACH OF CONTRACT**

If either party shall violate any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice and the opportunity to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

13. **PLACE OF CONTRACT**

All references in this contract to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Illinois.

14. **SEVERABILITY**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

15. **EVALUATION**

The DISTRICT's representative and CONTRACTOR shall meet quarterly to discuss the level of performance. CONTRACTOR shall receive written notice of any unsatisfactory evaluation.

16. **COMPENSATION**

CONTRACTOR shall submit monthly billing statements no later than ten (10) days prior to each monthly Board meeting delineating services provided during the previous month. The billing should also delineate all deductions related to the implementation of the penalty clause. Penalty clause deductions will appear on the billing for subsequent month's service, thereby being deferred for a 30-day period. See Attachment A.

17. **RULES**

DISTRICT shall have the authority to establish rules covering 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 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 contract upon the request of the DISTRICT.

18. **SAFETY PRECAUTIONS**

- A. All traffic regulations must be observed at all times.
- B. Each driver shall remain with his/her bus at all times whether in route or at a school building.
- C. Each driver shall use care to guard students, prevent undue overcrowding, and maintain order on the bus without use of force or fear. Any student refusing to obey the driver will be reported to the school authorities whose decision and action in the matter will be final.
- D. All students riding the buses will be carried to their designated stops. No student shall be allowed to get off at a stop other than his/her designated stops.
- E. In the cases of emergency, which necessitates the cancellation of bus service on the part of either party, DISTRICT or CONTRACTOR shall be notified as soon as it is apparent that school will be closed or that buses will not operate and the extracurricular activity has been cancelled. Whenever the buses will not operate because of hazardous driving conditions, caused by snow or other Acts of God, CONTRACTOR shall make every effort to notify the Assistant Superintendent of Business Affairs or his/her designee within a reasonable time of the activity/trip. If DISTRICT notifies CONTRACTOR that the activity/trip has been cancelled for any other reason than what is provided in this paragraph, DISTRICT will not be obligated to pay for the cancelled extracurricular activity.

19. **INTERRUPTION IN SERVICE**

In the event CONTRACTOR is unable to provide the services delineated in this contract, DISTRICT may contract for similar service elsewhere and CONTRACTOR shall be liable for any additional costs which DISTRICT may incur in securing such services.

20. **NOTICES TO PARTIES**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to DISTRICT shall be addressed to:

Kimberley Ptak, Director of Operations and Purchasing  
Northfield Township High School District 225  
1835 Landwehr Road  
Glenview, IL 60026

And:

Notices to CONTRACTOR shall be addressed to:

Barbara Williams, Branch Manager  
Laidlaw Education Services  
200 Shepard Ave.  
Wheeling, IL 60090

With a copy to:  
Laidlaw Education Services  
55 Shuman Boulevard  
Suite 400  
Naperville, IL 60563  
Attention: General Counsel  
Fax: (630) 355-1842

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

21. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. There are no representations; either oral or written, between DISTRICT and CONTRACTOR other than those contained in this Agreement.

22. **COMPLIANCE WITH THE LAW**

Notwithstanding any contrary provision in this Agreement, CONTRACTOR shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement in duplicate the day and year first hereinabove written.

LIDLAW TRANSIT, INC.  
d/b/a Laidlaw Education Services

By: [Signature]  
Title: Vice Pres, Dist / GM

Attest:

By: Carol A. Metz  
Title: Admin.

Glenbrook District #225  
[DISTRICT]

By: Kimberly L Ptak / Kim Ptak  
Title: Director of Purchasing / Ops

Attest:

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

## ATTACHMENT A

Contractor shall perform the following services for the agreed upon compensation of \$35.00 per hour per bus with a minimum compensation of three (3) hours per bus, per trip.

A. All tolls and parking incurred during a trip are the responsibility of the district and should either be paid at time of service or will be included as part of trip invoicing upon completion of trip.

B. Any overnight trips requiring driver to stay with a group will include an additional fee of \$100 per driver per night.



**FIRST AMENDMENT AND EXTENSION TO THE PUPIL  
TRANSPORTATION SERVICES AGREEMENT BETWEEN NORTHFIELD  
DISTRICT #225 AND FIRST STUDENT**

**THIS AMENDMENT** ("Amendment") is made by and effective as of the 19 th day of May, 2008 by and between NORTHFIELD DISTRICT #225 with principal offices at 1835 Landwehr Road, Glenview, IL 60026 hereinafter called "DISTRICT" and First Student, with its national headquarters at 705 Central Ave., Suite 500, Cincinnati, OH 45202 and principal business offices for purposes of this Agreement located at 184 Shuman Blvd., Suite 300, Naperville, IL 60563 hereinafter called "CONTRACTOR," and collectively called "Parties."

**WHEREAS**, the Parties entered into that certain Pupil Transportation Services Agreement dated July 1, 2006; (hereinafter the "Agreement"); and all contingencies placed upon the bid specifications, and

**WHEREAS**, the Parties desire to amend certain provisions of the Agreement and extend its term effective July 1, 2009;

**NOW, THEREFORE**, the Parties mutually agree as follows:

All terms used herein, unless otherwise defined in this Amendment, shall have the same meaning as set forth in the Agreement. Following the effective date of this Amendment, future references to the Agreement in any communication or document between the DISTRICT and CONTRACTOR shall mean the Agreement incorporating the changes and/or additions in this Amendment. The terms of this Amendment shall control over any conflicting/inconsistent terms from the Agreement but otherwise the Agreement will remain in full force and effect.

1. **TERM** The term of the Agreement shall extend for two (2) additional years, commencing July 1, 2009 and continuing through June 30, 2011; thereafter this Agreement may be extended on a year-to-year basis by mutual agreement of the parties, subject to the operation of Ill. Compiled Stat., Ch. 105, Sec. 5/296.1, as amended from time to time.
2. **COMPENSATION** Commencing July 1, 2009, the rates of compensation payable hereunder during the ensuing Contract Year shall be calculated in accordance with Exhibit "A" and are based on current number of routes. The percentage increase for all rates in the 2009-10 school year will be based upon the average change in percentage of the CPI-U year over year in effect as of January 1,

2009. The percentage increase for all rates in the 2010-11 school year will be based upon the average change in percentage of the CPI-U year over year in effect as of January 1, 2010.

3. **INDEMNIFICATION** CONTRACTOR agrees to indemnify, hold harmless and defend DISTRICT, its employees, agents and Board Members from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of CONTRACTOR in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of DISTRICT, its agents, employees or Board Members.
4. **INSURANCE** Insurance maintained by CONTRACTOR pursuant to this Agreement shall name DISTRICT as additional insured as its interest may appear for claims arising under this Agreement.
5. **ASSIGNMENT** This Agreement shall not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. However, the Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company. At all times the parent, First Group America Inc., shall be ultimately responsible for performance under this Agreement

6. **NOTICE TO PARTIES**

All notices to be given by the Parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed to:

Craig Schilling, Assistant Superintendent for Business Affairs  
Northfield District #225  
1835 Landwehr Road  
Glenview, IL 60026

Notices to CONTRACTOR shall be addressed to:

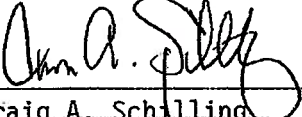
Mr. John Buxton  
Region Operations Manager - Northern Illinois  
First Student  
184 Shuman Blvd, Suite 300,  
Naperville, IL 60563

With a copy to:

General Counsel  
FirstGroup America  
705 Central Avenue  
Suite 300  
Cincinnati, OH 45202

**IN WITNESS WHEREOF**, this Amendment has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

**NORTHFIELD DISTRICT 225**

By:   
Craig A. Schilling

Title: Asst. Superintendent for  
Business Affairs

**ATTEST:**

By:   
Lisa Beth Wall

**FIRST STUDENT**

By: 

Title: Region VP  
7/28/08

**ATTEST:**

By: 

**Attachment A**  
Northfield District #225

<u>School year</u>	2008-09	2009-10	2010-11
<u>Routes</u>		Rates to increase by the average change in CPI-U from December 2007 to December 2008	Rates to increase by the average change in CPI-U from December 2008 to December 2009
<u>71 passenger per bus/per day</u>	\$212.18		
<u>84 passenger - per bus/per day</u>	\$218.00		
<u>All Day Shuttle - per day</u>	\$278.10		
<u>Late Activity - per bus/per day</u>	\$44.29		
<u>GLENBROOK OFF CAMPUS - per occurrence</u>	\$463.50		
<u>Trips - per hour (3.0 hours minimum per bus/per trip)</u>	\$37.13		