

TRANSPORTATION AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2005, by and between BOARD OF EDUCATION OF SESSER-VALIER COMMUNITY UNIT SCHOOL DISTRICT No. 196, (hereinafter referred to as "School") of Sesser, Illinois, and BECK BUS TRANSPORTATION CORPORATION of Mt. Vernon, Illinois, (hereinafter referred to as "Beck Bus"), witnesseth:

WHEREAS, School provides free bus transportation to School students and Beck Bus desires to enter into a contract with the School to provide a portion of such services:

NOW, THEREFORE, for a good and valuable consideration each to the other in hand paid and for the further consideration of the promises herein contained to be kept and performed by the respective parties, it is hereby agreed as follows:

1. Beck Bus agrees to provide at least eight (8) buses of not less than seventy-one (71) seating capacity for the purpose of transporting students on regular routes to and from school and for such other or specialized transportation as the School may from time to time direct. Over the entire term of this contract, any extensions included, it is hereby agreed that the bus fleet provided shall not exceed an overall fleet average of three (3) years old, and that no dispatched bus shall be more than five (5) years old without the consent of the Superintendent.

2. Beck Bus agrees to provide and maintain in reserve two (2) additional buses for supplemental and extra-curricular trips and reserve use in daily runs, and, in addition, Beck Bus agrees to provide and maintain sufficient listing of properly qualified substitute drivers. The reserve buses shall meet the same minimum specifications as the regular route buses. Any additional requested extra or supplemental buses shall be provided at school location within a reasonable time frame. Beck Bus agrees to meet all such requests from the School for additionally requested transportation.

3. All buses provided shall be radio-equipped and Beck Bus shall provide a remote station to be located at the School in such a location as may be directed by the Superintendent and for the use of the appropriate school officials.

4. Beck Bus agrees to keep all equipment used in the transportation of students in strict accordance with the State of Illinois Minimum Standards for School Buses, as promulgated by the Illinois State Board of Education and Department of Transportation, and all such equipment shall be maintained in sound mechanical condition. All equipment must be open to examination by authorized School personnel during normal working hours.

5. School agrees to pay Beck Bus at the rate of \$29,430.00 per month, payable in nine (9) monthly payments beginning in September, 2005 for School Year 2005-2006, for regular home to school charges. School agrees to pay Beck Bus at the rate of \$1085.00 per month, payable in nine (9) monthly payments beginning in September, 2005 for School Year 2005-2006, for special education Pre-K transportation services. For extra-curricular transportation (athletics, field trips, etc.), School agrees to pay Beck Bus at the rate of 80 cents per mile and \$13.00 per hour, or a minimum per trip of \$44.00, whichever is greater, for School Year 2005-2006.

School agrees to pay Beck Bus at the rate of \$29,900.00 per month, payable in nine (9) monthly payments beginning in September, 2006 for School Year 2006-2007, for regular home to school charges. School agrees to pay Beck Bus at the rate of ~~\$117.00~~ ^{\$1117.00} per month, payable in nine (9) monthly payments beginning in September, 2006 for School Year 2006-2007, for special education Pre-K transportation services. For extra-curricular transportation (athletics, field trips, etc.), School agrees to pay Beck Bus at the rate of 85 cents per mile and \$14.00 per hour, or a minimum per trip of \$45.00, whichever is greater, for School Year 2006-2007.

School agrees to pay Beck Bus at the rate of \$30,550.00 per month, payable in nine (9) monthly payments beginning in September, 2007 for School Year 2007-2008, for regular home to school charges. School agrees to pay Beck Bus at the rate of \$1,162.00 per month, payable in nine (9) monthly payments beginning in September, 2007 for School Year 2007-2008, for special education Pre-K transportation services. For extra-curricular transportation (athletics, field trips, etc.), School agrees to pay Beck Bus at the rate of 90 cents per mile and \$15.00 per hour, or a minimum per trip of \$50.00, whichever is greater, for School Year 2007-2008.

6. It is to be understood that decisions on disciplinary problems, suspensions or expulsions will rest with the School authorities. The bus driver is responsible only for discipline required to operate the bus safely; beyond that point, he/she should ask for assistance from the School authorities. Further administrative procedures and regulations will be established cooperatively between the School and Beck Bus. All vandalism damages to Beck Bus's equipment or facilities will be Beck Bus's responsibility; however, School authorities will assist Beck Bus in receiving restitution for equipment maliciously damaged by students.

7. In the event that Beck Bus is unable to provide the transportation services as previously described due to acts of God, fire riot, war, picketing, civil commotion, strikes, labor disputes or any other cause beyond Beck Bus's control, the School shall excuse Beck Bus from performing said transportation services and shall have the right to assume control over the operation of such buses which Beck Bus is prevented from operating until such time as Beck Bus is again able to resume operations. During any such period of time, the School shall pay to Beck Bus amounts otherwise due Beck Bus after deducting all costs and expenses reasonably incurred by the School in operating the buses.

8. During the entire term of this agreement, Beck Bus shall comply in every respect with all laws, rules and regulations of the State of Illinois affecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code and The School Code of Illinois, and the rules promulgated by the Illinois State Board of Education and Department of Transportation.

9. This agreement shall be effective July 1, 2005 and shall continue in force and effect until the end of the 2007-2008 school year. The price for each successive year shall be as provided by bid. The School shall conduct an annual review of this agreement beginning with School Year 2007-2008 and shall have the option of extending the time and duration of this agreement subject to negotiation with Beck Bus. Any such extension may not exceed two successive years.

10. Beck Bus shall on or before the fifth day of each month submit to the School its written statement showing all amounts due Beck Bus for the preceding calendar month, and the School shall pay the same within thirty days of its receipt of the monthly statements. Except that payment for any disputed items may be withheld until mutual agreement is reached between the parties relative to the item or provision upon which the difference arises or until the matter is judicially resolved. Beck Bus shall furnish separate billings for all field trips, athletic trips, and other charter trips which are not a part of the regular daily routine.

11. Beck Bus agrees at his sole expense, to procure and keep in force during the entire period of this agreement, comprehensive automobile liability insurance with a contractual liability endorsement; public liability insurance and property damage insurance protecting the school district, the Board of Education and its members, Beck Bus, bus drivers, and other related personnel in the following minimum sums;

LIABILITY AND PHYSICAL DAMAGE INSURANCE

LIMITS: Bodily Injury Liability.& Property Damage Liability...\$1,000,000 ~ Combined Single Limit
Medical Payments.....\$ 5,000 Each Person
Uninsured Motorists.....\$ 100,000 Each Person ...

\$300,000 Each Accident

UMBRELLA:

Limit of Liability.....\$10,000,000 Each Occurrence... \$10,000,000 Aggregate

The School shall be named as additional insureds on the policy. A certificate to this effect shall be provided to the School. The insurance company used must be licensed by the State of Illinois. All policies of insurance shall carry an endorsement to the effect that they cannot be modified or fail renewal without prior written notice by certified or registered mail. No policy shall reserve or permit any right of subrogation. Beck Bus agrees to indemnify, hold harmless and defend employees, students, teachers and agents thereof against all damages, loss, cost, expense and attorneys' fees, in any manner caused by, arising from, incident to, connected with or growing out of the operation of the buses under this contract, except for the acts or omissions of the Board of Education or its representatives.

12. In scheduling any route, the reasonable time to complete and travel the route per day shall not exceed two (2) hours. Any increase or decrease in the number of routes provided shall be agreed upon by the School and Beck Bus, and will be subject to negotiation as regards cost and reimbursement. All

schedules shall be in keeping with safety to school children, so as to deliver students within a reasonable time prior to the opening of the various schools, and so as to return then to their respective bus stops within a reasonable time after the close of the school day. All time schedules are subject to approval by School administrators and Beck Bus. Beck Bus shall cooperate with the community and news media so that any pertinent items affecting the transportation program or the patrons of the school district can be brought to the attention of the public.

13. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon Beck Bus, and Beck Bus agrees that it shall not enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with Beck Bus's ability to comply with this requirement. Beck Bus shall furnish to the School the following information relative to each driver that will be used in the performance of this contract and be responsible for keeping such information current:

- a. Last Name, First Name, & middle initial of each driver.
- b. Driver's permit and license number.
- c. Regular route number and regular bus number assigned.

All drivers are subject to the current state and federal laws and regulations pertaining to the operation of school buses and to any regulations set forth by the School. The School shall have the right to refuse any driver from driving for the School, by supplying in writing, a request for denial of driving privileges.

14. Beck Bus shall have a manager in charge of the performance of this contract, and said manager must reside within the school district. Beck Bus shall furnish the School with the name and address of such manager and state that such manager shall have complete authority with respect to all matters relating to the performance of this contract, including matters pertaining to personnel and the changes and substitutions thereof, adherence to and changes in scheduling and the keeping of records required under the terms of this contract.

15. This contract may not be assigned or any part of the same subcontracted without the written consent of the School, and in no case shall such consent relieve Beck Bus from its obligations, or change the terms of the contract. The School District may cancel this multi-year contract upon 60 day notice prior to the anniversary date of the contract.

16. The School reserves the right to use other transportation services for field trips, shuttle runs, athletic activities, out-of-district transportation and other purposes.

17. The provisions of this agreement shall be binding upon and inure to the benefit of the School and the successors in office of the present members thereof, and be binding upon and inure to the benefit of Beck Bus and its successors and assigns. The terms of the bid specifications are made a part hereof.

**BOARD OF EDUCATION OF SESSER-VALIER
COMMUNITY UNIT SCHOOL DISTRICT No. 196**

By: 

(Sesser-Valier Board of Education President)

ATTEST: 

BECK BUS TRANSPORTATION CORPORATION

By: 

ATTEST: 

SESSER-VALIER COMMUNITY UNIT SCHOOL DISTRICT #196

BID FORM FORMAT #1

TYPE OF ROUTE	2005-2006	2006-2007	2007-2008
REGULAR ROUTES (ANNUAL COST)	\$ 264,870.00	\$ 269,100.00	\$ 274,950.00
PRE-K SPECIAL ED ROUTES (ANNUAL COST)	\$ 9,765.00	\$ 10,053.00	\$ 10,458.00
* Bus Monitor Included			
EXTRA-CURRICULAR (ATHLETICS, FIELD TRIPS, OTHER, MISC)			
COST PER MILE	\$.80	\$.85	\$.90
MINIMUM PER TRIP	\$ 44.00	\$ 45.00	\$ 50.00
COST PER HOUR	\$ 13.00	\$ 14.00	\$ 15.00

BID SUBMITTED BY:

BECK BUS TRANSPORTATION CORP.
COMPANY OR FIRM


REPRESENTATIVE

PRESIDENT
TITLE

P. O. BOX 768
ADDRESS

MT. VERNON, IL 62864
CITY, STATE, & ZIP

(618) 242-5685
TELEPHONE NUMBER

*Approved
3-14-2005*

Beck Bus Transportation Corp.

P.O. Box 768
Mt. Vernon, Illinois 62864
(618) 242-5685 Phone (618) 242-4523 Fax

RECEIVED

OCT 4 - 2007

Sesser-Valier CUSD #196

July 30, 2007

Sesser - Valier Community Unit School District #196 Transportation Proposal

We hereby offer to extend our existing transportation contract with Sesser - Valier Community Unit School District #196 for the 2008-2009 and 2009-2010 school years, as provided by 105ILCS 5/29-6.1, with all other conditions of our current contract remaining the same.

	Current <u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Regular Transportation	\$274,950	\$284,580	\$293,760
Pre K Special Education	\$ 10,458	\$ 10,850	\$ 11,150
Bus Monitor Included			

Extra Curricular
(Athletics, Field Trips, Other, Miscellaneous)

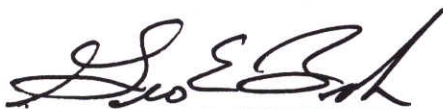
Cost Per Mile	\$.90 /Mile	\$.92 /Mile	\$.95 /Mile
Cost per Hour	\$15.00	\$16.00	\$17.00
Minimum Per Trip	\$50.00	\$52.00	\$54.00

Unforeseen Circumstances: Any substantial cost increase mandated by state or federal law allows Beck Bus Transportation Corp. to request negotiations. However, the Board isn't obligated to grant the request.

Respectfully Submitted

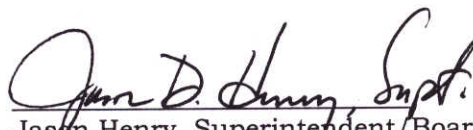
Beck Bus Transportation Corp.

Accepted By:



George E. Ed' Beck
President
Beck Bus Transportation Corp.

Accepted By:



Jason Henry, Superintendent/Board
Sesser - Valier C.C.S.D. #196

Date: _____

Date: October 9, 2007