

## **AGREEMENT FOR THIRD PARTY DRIVER EDUCATION SERVICES**

This Agreement is dated as of the Effective Date as set forth in Section 4.S below, and is by and between the Board of Education of Township High School District No. 211, Cook County, Illinois (the “School District”), and Top Driver Acquisition, LLC, dba “Top Driver” (the “Contractor”).

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

### **SECTION 1. CONTRACTOR.**

A. **Scope of Services.** The School District retains Contractor to provide driver education behind the wheel instruction services (the “Services”), on an exclusive basis at James B. Conant, William Fremd, Palatine, Hoffman Estates and Schaumburg High Schools during the term hereof and as more fully described in the attached Request for Information Documents, in accordance with Contractor’s proposal for the 2018-2019 and the 2019-2020 school years, including applicable summers and summer school programs, with an option for the Board, at its sole discretion, to renew the Agreement for the 2020-2021 and 2021-2022 school years, and Contractor agrees to provide the services and equipment specified in the Request for Information Documents. If Contractor will not provide Services for each of the high schools during the term of this Agreement, the School District may contract with other vendors providing similar services as necessary. For the purposes of this Agreement, the Request for Information Documents shall consist of the attached Request for Information-Driver Education Behind-the-Wheel Services, which is attached as Exhibit A to this Agreement, and the Contractor’s proposal, which is attached as Exhibit B to this Agreement. When the term “Agreement” is used in this document, it shall include this document and the Request for Information Documents, unless the context otherwise requires. Further, if there is a conflict between the documents, this Agreement shall govern and control over the Exhibits. If there is a conflict between the Exhibits, the parties shall attempt to come to agreement regarding which term(s) controls; provided, however, that if the parties cannot agree, the School District shall have reasonable sole discretion regarding which provision controls.

B. **Representations of Contractor.** The Contractor represents that it is sufficiently experienced and competent to perform the Services in a manner consistent with the standards of professional practice by recognized Contractors providing services of a similar nature.

C. **Agreement Amount.** As compensation for administering the program, the School District will pay the Contractor the sum of \$499 per student (the “Per Student Fee”) enrolled in the course after the end of the semester drop period, For those students that enroll in the course but drop it prior to the end of the semester drop period, the School District will pay the Contractor a pro-rata amount equal to the amount of time the student is enrolled in the course. The School District shall pay all Per Student Fees in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

D. **Claim in Addition to Agreement Amount.** If the Contractor desires to make a claim for additional compensation because of action taken by the School District, the Contractor shall provide written notice to the School District of such claim within 15 days after occurrence of Contractor's knowledge of such action as provided by Section 4.F, Notice, of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Section. Any changes in the Agreement amount shall be valid only upon written amendment pursuant to Section 4.D, Amendment, of this Agreement. Regardless of the decision of the School District relative to a claim submitted by the Contractor, the Contractor shall proceed with all the work required to complete the Services under this Agreement as determined by the School District without interruption.

E. **Taxes, Benefits, and Royalties.** Each payment by the School District to the Contractor includes all applicable federal, state, and municipal taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation because of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by the Contractor.

F. **Time of Performance.** The Contractor shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the School District, as provided in Section 4.C.

G. **Communication and Reporting.** The School District and the Contractor shall meet prior to the beginning of each semester to align curriculum, discuss educational and logistical matters, and set a timetable for the reporting of student grades. Each semester, the Contractor shall regularly report to the School District's Superintendent, or the Superintendent's designee, regarding the progress of the Services during the term of this Agreement. Student grades will be reported by the Contractor on the timetable set at the beginning of the semester meeting.

H. **Criminal Background Check.** The Contractor shall not assign any employee or agent to instruct School District students who would be prohibited from being employed by the School District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Contractor shall make every employee who instructs School District students under this Agreement available to the School District for submitting to a fingerprint-based criminal history records check and DCFS background check pursuant to 105 ILCS 5/10-21.9. The check shall be at the School District's cost and shall occur before any employee or agent instructs any School District students under this Agreement. The School District must provide a copy of the reports to the individual employee, but is not authorized to release them to the Contractor.

I. **Facility Use Agreement.** School District and Contractor shall enter into a separate facility use agreement (the “Facility Use Agreement”), in substantially the form of Exhibit C to this Agreement, where the Contractor shall be permitted to use classrooms and parking spaces during the term of this Agreement.

J. **Compliance with all Laws.** The Contractor shall comply with all applicable laws, regulations, rules, and policies promulgated by the federal, state, county, municipal and/or other government unit or regulatory body, including the School District, now in effect or which may be in effect during the performance of the Agreement. Included within the scope of the laws, regulations, and rules referred to in this Section, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate Commerce Commission regulations, Workers’ Compensation Laws, the Social Security Act, Occupational Safety and Health Act, the Consumer Product and Safety Act, the Illinois School Code and the Illinois Motor Vehicle Code. Contractor shall comply with all applicable federal, state, and local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor.

Vehicles and personnel must comply with all federal and state laws, rules, regulations, and statutes applicable to the performance of student driver education services, including, but not limited to, the Illinois School Code and the Illinois Vehicle Code, and all policies, rules and regulations of the School District, the State Board of Education, the Illinois Department of Transportation, and the local municipalities in which the vehicles will be operated.

K. **Vehicles.**

1. **Furnishing of Equipment and Personnel.** The Contractor shall furnish vehicles, equipment, and personnel sufficient to fulfill the Services. The School District will not be responsible for financing, holding title to, or licensing any vehicles.
2. **Condition of Vehicles.** All vehicles operated by the Contractor shall be kept clean and free from all mechanical, operational, and structural defects, and under no circumstance shall a vehicle with a reported mechanical or operational defect be used with students aboard. The vehicles shall have an average age of no more than four years with no vehicle being older than six years. All costs of equipment repair, maintenance, and operation, including fuel (as may be adjusted by Exhibit A or Exhibit B) shall be the sole financial responsibility of the Contractor.
3. **Required Information Related to Vehicles.** No later than July 1, 2018, and by July 1 of each year thereafter during the term of the Agreement, and as any vehicle is added or removed from service in the performance hereunder, the Contractor shall provide the School District with the following information on all vehicles to be used in the transportation of students:

- a. Make, model, year and serial number.
- b. State license number, municipal vehicle sticker number and safety inspection sticker number.
- c. Capacity of vehicle.
- d. Ownership of vehicle.
- e. Vehicle maintenance history and past safety inspections upon request.

The Contractor shall provide the same information on any newly acquired vehicles, and shall update the information on state license, municipal vehicle, and safety inspection stickers whenever this information changes.

**L. Instructors.**

- 1. The Contractor shall be highly selective in the hiring of its instructors. Instructors should be individuals of ability, character, integrity, and fitness, who are acceptable to the School District. The School District reserves the right to require the removal or transfer of any instructor as reasonably determined by the School District in accordance with the law after discussion with Contractor.
- 2. Students shall not be instructed by any person other than a licensed instructor meeting all requirements for instructors as set forth by the Illinois State Board of Education and the Illinois Secretary of State and the Illinois Vehicle Code.
- 3. In the event of the removal or suspension of any instructor, the Contractor shall use good faith efforts to immediately replace the instructor without disruption in service and notify the School District.
- 4. The Contractor shall notify the School District if any instructor is cited for any reckless driving offense whether driving a vehicle used for the Services or personal vehicle. The Contractor shall not utilize any instructor who has ever been convicted of a DUI, reckless driving, or any criminal offense involving children.
- 5. Prior to the start of the school year, the Contractor shall provide the School District with a copy of its drug testing policy for instructors.
- 6. Each employee of the Contractor assigned to instruct School District students must always wear a School District issued identification badge while instructing School District students or on School District property during school hours.

M. **Discipline.**

1. It shall be the instructor's responsibility for maintaining appropriate discipline. Incidents of inappropriate behaviors should immediately be reported in writing to the school principal at the respective building of the School District. Final authority in matters of discipline shall rest with the School District.
2. All problems dealing with student safety and discipline that are beyond the instructor's immediate ability to solve should be reported to the school principal.

N. **Accidents.** Should any accident occur involving a vehicle used by for the Services, with or without students on board, the Contractor will immediately notify the School District and follow the established School District accident procedures. It is the Contractor's responsibility to determine the road worthiness of any vehicle involved in an accident.

O. **Scheduling.** Contractor shall be responsible for the scheduling of Behind-the-Wheel instruction sessions with School District students, including any make-up or other sessions outside of regular school hours.

**SECTION 2. CONFIDENTIAL INFORMATION-TRADEMARKS.**

A. **Confidential Information.** The term "*Confidential Information*" shall mean information in the possession or under the control of the School District relating to the educational, employee, student record, technical, business, or corporate affairs of the School District; School District students, School District property; user information, including, without limitation, any information pertaining to usage of the School District's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement, except as contemplated and as necessary to perform hereunder, including reasonable signage on vehicles used hereunder.

B. **No Disclosure of Confidential Information by the Contractor.** The Contractor acknowledges that it shall, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the School District. The Contractor may disclose Confidential Information if consented to in writing by the School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the School District of such potential release.

In addition, the Contractor shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 *et seq.*), regarding the confidentiality of student “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the School District. To protect the confidentiality of student education records, the School District will limit access to student education records to those employees who reasonably need access to them to perform their responsibilities under this Agreement. The District will provide Contractor a copy of all applicable policies and requirements.

C. **Return of Confidential Information and School District Property.** Upon the termination of this Agreement, the Contractor shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.

D. **FOIA.** As an independent contractor of the School District, records in the possession of the Contractor related to this Agreement may be subject to the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/5-1 *et seq.*; 5 ILCS 140/7(2). The Contractor, at the Contractor’s reasonable cost, shall immediately provide the School District with any such records requested by the School District to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Contractor refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, the Contractor shall reimburse the School District for all reasonable costs, including attorneys’ fees, incurred by the School District related to the FOIA request and records at issue.

### **SECTION 3. INDEMNIFICATION AND INSURANCE.**

A. **Hold Harmless and Indemnification.** To the extent permitted by law, the Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the School District and its Board members, employees, and agents from and against all claims, actions, suits, judgments, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by the School District arising out of bodily injury, including death, to any person or persons (including Contractor’s employees and agents) or damage to or destruction of any property, including the loss of use thereof caused solely by any act, error, or omissions by the Contractor.

B. **Insurance.** Top Driver shall carry and maintain insurance in the amounts and forms described in Exhibit A, Request for Information-Driver Education Behind-the-Wheel Services.

C. **No Personal Liability.** No elected or appointed official or employee of the School District or member, officer or employee of Contractor shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

D. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the School District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

#### **SECTION 4. GENERAL PROVISIONS.**

A. **Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and the Contractor.

B. **Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement, the Contractor does not have any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any member, manager or officer of Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **Termination.**

1. **Termination of Agreement for Cause.** In the event of default in any of Contractor's or School District's covenants in this Agreement or the Facility Use Agreement and such default is not cured within 30 days after written notice of such default is delivered to Contractor or the School District, as the case may be, (or such longer period as may be reasonably necessary to cure such default so long as Contractor or the School District has commenced and is diligently prosecuting a cure of such default; provided that such longer period shall not exceed 60 days), the School District or Contractor, as the case may be, may terminate the Agreement.
2. **Termination of Agreement without Cause.** The School District or Contractor may terminate the Agreement without cause by providing written notice to the Contractor or the School District, as the case may be, by March 1 or earlier in any school year and such termination shall take effect in the next school year; provided Contractor may exercise such termination right only in the event of (i) a twenty five percent (25%) drop

in student enrollment in behind the wheel instruction services, (ii) changes in laws making performance by Contractor unreasonable or materially more expensive, (iii) changes in the cost of insurance required hereunder making performance unreasonable or materially more expensive, or (iv) the per gallon price of regular gasoline exceeding one hundred fifty percent (150%) of the per gallon price of gasoline as it exists on the Effective Date and the School District and Contractor not agreeing on a reasonable expense reimbursement adjustment payable to Contractor after good faith negotiation. For example, if the School District provides written notice to the Contractor on March 1, 2019, the termination will take effect on July 1, 2019.

D. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by School District and by Contractor.

E. **Assignment.** This Agreement may not be assigned by the School District or by the Contractor without the prior written consent of the other party.

F. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

Township High School District No. 211  
1750 South Roselle Road  
Palatine, IL 60067  
Attention: Superintendent

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Top Driver  
200 W. 22<sup>nd</sup> Street, Suite 251  
Lombard, IL 60148  
Attention: Paul R. Zalatoris

G. **Third Party Beneficiary.** No claim as a third-party beneficiary under this



Agreement by any person, firm, or corporation shall be made or be valid against the School District or Contractor.

H. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I. **Time.** Time is of the essence in the performance of this Agreement.

J. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal, State, or School District holiday.

K. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

L. **No Waiver.** The failure of either party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

M. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

N. **Authority to Execute.** Everyone signing this Agreement on behalf of the entity that constitutes the School District and the Contractor, represents and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on the School District and the Contractor, as the case may be, in accordance with its terms.

O. **Survival of Terms.** Sections 2, 3, and any provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties to this Agreement.

P. **Exhibit.** Exhibits A, B, and C are incorporated into and made part of this Agreement.

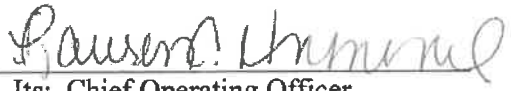
***Execution Copy***


Q. **Captions.** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

R. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

S. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

BOARD OF EDUCATION OF  
TOWNSHIP HIGH SCHOOL DISTRICT  
NO. 211

By:   
Its: Chief Operating Officer

Attest: 

Date: 05-11-2018

TOP DRIVER ACQUISITION, LLC

By:   
Its: Manager

Attest: 

Date: 5-11-18

**Exhibit A**  
**Request for Information-Driver Education Behind-the-Wheel Services**

## **Section I – Background, Overview and Scope of Driver Education Behind the Wheel Instruction Services**

### **Background:**

Township High School District 211 is the largest high school district in the state of Illinois, with almost 12,000 students in its five high schools and two alternative high schools. High School District 211 is located about 25 miles northwest of Chicago and serves the communities of Hoffman Estates, Inverness, Palatine, and Schaumburg, and parts of Arlington Heights, Elk Grove Village, Hanover Park, Rolling Meadows, Roselle, Streamwood, and South Barrington.

District 211's five high schools are: **James B. Conant, William Fremd, Palatine, Hoffman Estates** and **Schaumburg** High Schools. District 211's alternative high schools are **District 211 North Campus** and **District 211 Higgins Education Center**, which serve approximately 45 and 100 special needs students, respectively. The Administration Center is a separate facility in Palatine, housing a total of approximately 100 administrators and support staff.

Enrollment (2017-2018): 11,786\*

Palatine High School: 2,582

William Fremd High School: 2,597

James B. Conant High School: 2,340

Schaumburg High School: 2,107

Hoffman Estates High School: 1,890

*\*includes five high schools, as well as District 211*

*North Campus and Higgins Education Center, off-campus special education, and Ombudsman placement*

### **General Overview:**

The District seeks information for the purpose of outsourcing the instruction of the Behind-the-Wheel (BTW) requirement of 6 hours for all students enrolled in Driver Education within the District. Services must be provided by instructors holding a current Illinois State Board of Education ("ISBE") Professional Educator License with a Driver Education Endorsement.

The District currently provides its own staff and vehicles for the instruction of behind-the-wheel. It is the intent of the District to outsource this function. It is expected that multiple vendors may be awarded a portion of the overall business. District 211 seeks information for a two-year agreement with an option for an additional two years at District 211's request. All costs will remain fixed for the first 2 years of the contract. Price adjustments may be made for the third and fourth years of the contract, but may not exceed the lesser of 5% or the annual rate of inflation to be determined using the Consumer Price Index for All Urban Consumers (CPI-U) measured at December 31. The District may consider a reasonable proposal for fluctuating gasoline prices over the entire contract term.

***Timeline:***

Distribution of RFP	Friday, March 9, 2018
RFP's deadline for return	Friday, March 23, 2018 at 4:00 pm
Evaluation of RFP's & vendor interviews	March 24 - March 30, 2018
Anticipated Award by Board of Education	Thursday, April 5, 2018
BTW Services Contract to take effect	August 13, 2018

**Scope of Services**

District 211 will require a few instructors per period in order to provide behind-the-wheel instruction to all enrolled students. Behind-the-wheel instruction would occur during the period in which students are scheduled for driver education. The district would schedule students to maximize the efficiency of behind-the-wheel instructors. Instructors must hold a current ISBE Professional Educator License with a Driver Education Endorsement.

The following chart provides the current number of students enrolled in driver education in District 211 for the first semester of the 2018-2019 school year and the number of periods of the school day that we would require behind-the-wheel instructors at each school. Although this number may fluctuate, we would estimate approximately the same number of students and required periods in the second semester of the 2018-2019 school year as well.

<b>School</b>	<b>Number of Students</b>	<b>Periods</b>
Palatine High School	202	5
Fremd High School	49	2
Conant High School	52	2
Schaumburg High School	91	2
Hoffman Estates High School	96	3

To illustrate the chart, note that the 52 driver education students at Conant High School would take driver education during two periods of the school day. They would receive the thirty hours of classroom instruction by District 211 teachers and the six hours of behind-the-wheel instruction through the contracted driving school instructors.

The list below provides the current number of periods and the number of behind-the-wheel instructors needed at each school per semester.

School	Periods	Teachers needed
Palatine High School	3	3
	2	4
Fremd High School	1	1
	1	3
Conant High School	1	2
	1	3
Schaumburg High School	1	4
	1	4
Hoffman Estates High School	2	3
	1	2

The schedules for the two schools on the north end of District 211, Palatine and Fremd High Schools, can be coordinated so that a maximum of four separate behind-the-wheel (BTW) instructors would be required to fulfill the behind-the-wheel hours for these students. For example, Palatine High School has two periods in which four instructors are needed. During periods 1 and 2 at Palatine High School, four BTW instructors would provide the instruction. Palatine High School also has three periods in which three instructors are needed. Three of the four instructors who provided instruction during periods 1 and 2 would be needed to instruct the students during periods 3, 4, and 5. Fremd High School has one period in which Fremd needs one instructor. One of the instructors from Palatine High School could travel to Fremd High School and provide instruction during period 5. Fremd High School also needs three instructors for one period. The three remaining instructors from Palatine could then travel to Fremd and provide instruction during period 8. A similar approach could be taken with those schools on the south end of District 211, Schaumburg, Conant, and Hoffman Estates. However, the block schedule at Hoffman Estates High School may present additional challenges in coordinating the schedules.

Per District 211 policy, there must be 2 students in a vehicle with an instructor at all times. Students must present a valid Illinois Driver Education Instruction Permit to the Instructor prior to each behind-the-wheel session.

For your reference, the bell schedules for each of the schools is listed below. Students are to be picked up and dropped off at the school for BTW instruction on a timely basis.

**Palatine High School**

Period	Start Time	End Time
<b>1</b>	8:15 AM	9:03 AM
<b>Homeroom</b>	9:08 AM	9:19 AM
<b>2</b>	9:24 AM	10:12 AM
<b>3</b>	10:17 AM	11:05 AM
<b>4</b>	11:10 AM	11:58 AM
<b>5</b>	12:03 PM	12:51 PM
<b>6</b>	12:56 PM	1:44 PM
<b>7</b>	1:49 PM	2:37 PM
<b>8</b>	2:42 PM	3:30 PM

**Fremd High School**

Period	Start Time	End Time
<b>1</b>	7:30 AM	8:20 AM
<b>2</b>	8:25 AM	9:15 AM
<b>3</b>	9:20 AM	10:10 AM
<b>4</b>	10:15 AM	11:05 AM
<b>5</b>	11:10 AM	12:00 PM
<b>6</b>	12:05 PM	12:55 PM
<b>7</b>	1:00 PM	1:50 PM
<b>8</b>	1:55 PM	2:45 PM

**Conant High School**

Period	Start Time	End Time
<b>1</b>	8:15 AM	9:05AM
<b>2</b>	9:10 AM	10:00 AM
<b>3</b>	10:05 AM	10:55 AM
<b>4</b>	11:00 AM	11:50 AM
<b>5</b>	11:55 AM	12:45 PM
<b>6</b>	12:50 PM	1:40 PM
<b>7</b>	1:45 PM	2:35 PM
<b>8</b>	2:40 PM	3:30 PM

**Schaumburg High School**

Period	Start Time	End Time
<b>1</b>	7:30 AM	8:20 AM
<b>2</b>	8:25 AM	9:15 AM
<b>3</b>	9:20 AM	10:10 AM
<b>4</b>	10:15 AM	11:05 AM
<b>5</b>	11:10 AM	12:00 PM
<b>6</b>	12:05 PM	12:55 PM
<b>7</b>	1:00 PM	1:50 PM
<b>8</b>	1:55 PM	2:45 PM

### **Hoffman Estates High School**

Hoffman Estates High School operates with an A/B Block schedule. Students take a set of four courses on one day (the A Day) and another set of four courses on the alternating day (the B Day). The students taking driver education would be scheduled to take the course during one of the four 94-minute blocks on either the A or B day.

<b>Daily Bell Schedule (7 minute passing)</b>	
Block 1	7:30 AM – 9:04 AM
Block 2	9:11 AM – 10:45 AM
Block 3a	<b>Lunch</b> – 10:52 AM – 11:22 AM <b>Class</b> – 11:30 AM – 1:04 PM
Block 3b	<b>Class</b> – 10:52 AM – 11:22 AM <b>Lunch</b> – 11:26 AM – 11:56 AM <b>Class</b> – 12:00 PM – 1:04 PM
Block 3c	<b>Class</b> – 10:52 AM – 11:56 AM <b>Lunch</b> – 12:00 PM – 12:30 PM <b>Class</b> – 12:34 PM – 1:04 PM
Block 3d	<b>Class</b> – 10:52 AM – 12:26 PM <b>Lunch</b> – 12:34 PM – 1:04 PM
Block 4	1:11 PM – 2:45 PM

There are various days during the school year that services will not need to be provided due to student non-attendance or shortened bell schedules. A complete listing of dates will be provided to Vendor/s upon award.

All services provided herein by the successful Vendor/s must be in compliance with all applicable Federal laws, Illinois laws, ISBE rules and regulations, Local laws and Township High School District 211 policies, including but not limited to the Illinois School Code, the Illinois Driver Education Act, Illinois Vehicle Code and 23 IL Administrative Code 252 (ISBE Driver Education Part 252).

### ***Award of Contract***

The School District will award the services in the manner which will obtain the highest quality services at the most competitive price. One vendor may be awarded all services, however, the District does reserve the right to award service to separate vendors. Within five (5) business days after the Board of Education award of contract, the successful Vendor/s must execute a Contract for Services in a form to be determined.

The School District reserves the right to reject any responses and not award a contract or to negotiate a proposal at all times. Responses will be evaluated using the following criteria: financial stability of the responding vendor; cost of services; maintenance, age and replacement cycle of fleet; educator experience; curriculum and record keeping; staff recruitment, training,

evaluation, including historical pass rate of students; services provided to similar accounts; completeness of the responses with respect to the submission of requested information and documentation; and compliance with the terms of this RFP. The School District reserves the right to request additional technical, pricing and other information related to this RFP during the evaluation period.

### ***Inquiries from Vendor/s***

All questions regarding this RFP may be made by email or phone to:

Mr. Jim Britton  
Director of Human Resources  
847-755-6618  
[jbritton@d211.org](mailto:jbritton@d211.org)

All costs relating to the preparation of a response shall be the sole responsibility of the vendor.

## ***Section II – Vendor Information Request***

### ***Response Format***

Responses may be made by email or regular mail and must be received no later than Friday, March 23, 2018 at 4:00 pm. There will be no public opening of the responses. Late responses will not be considered. Documents may be sent to:

Township High School District 211  
Attn. Barb Peterson  
Controller and Treasurer  
1750 S. Roselle Rd.  
Palatine, IL 60067  
[bpeterson@d211.org](mailto:bpeterson@d211.org)

It is understood that, upon submission of the response, all terms proposed, including, but not limited to, proposed pricing, will be valid for a period of ninety days after submission.

### **Required Sections of Response**

1. Cover Letter
2. Vendor Profile
3. Curriculum and Record Keeping
4. Staffing
5. Fleet and Maintenance
6. Scope of Services
7. Insurance
8. References
9. Concluding Remarks
10. Cost Proposal (Exhibit A)
11. Certifications (Exhibit B)

#### **1. Cover Letter**

The cover letter should contain the name of the responding vendor, the address of its



officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Include contact individuals' telephone numbers and mailing addresses. The cover letter must be signed by a person or persons authorized to bind the Vendor.

2. Vendor Profile

- a) Provide a description of your firm, including background, history, how your company is organized, number of employees, revenue, years in business, ownership structure, and position in the marketplace.
- b) Describe what sets you apart from your competitors.
- c) Detail all judgments, pending or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of your organization or warrant that no such conditions exist.
- d) List the name, address and contact of your organization's bank(s) or D&B #.
- e) List the name, address and contact of your organization's insurance agent.
- f) Provide proof that your firm is an approved Driver Training School to provide the services herein by the Illinois Secretary of State.

3. Curriculum and Record Keeping

Describe the curriculum used for Behind-the-Wheel instruction.

Describe the methodology for student grading, as well as the student pass/fail ratio for the last year.

Describe the method of record keeping for student drives and how it would be reported to the District.

4. Staffing

Provide a listing of the staff which would be providing services to the District. Include name, title, role, ISBE professional educator license number, length of service with your company and length of service in the industry. Describe other staff qualifications as appropriate.

Describe your staff recruitment, training and evaluation process. Include a description of initial and on-going background checks and drug/alcohol checks.

Assigned staff must meet ALL requirements regarding background checks, health physical, and other personnel requirements as required by Federal law, Illinois law, the ISBE or Township High School District 211.

5. Fleet and Maintenance

List all vehicles which may be used in Behind-the-Wheel instruction for the District. Include make, model, model year, current age and mileage at time of response and safety features of the vehicles (Passenger Brake and other).

Describe the replacement cycle for your vehicles. Include any plans for increasing or decreasing the size of the current fleet.

Describe the maintenance and inspection schedule for the fleet. Include frequency of inspections and maintenance, as well as any checklists or schedules that may be available.

All vehicles, inspections, maintenance and safety must be in compliance with Federal law, Illinois law, IDOT, IL Secretary of State, the ISBE and Township High School District 211.

6. Scope of Services

Clearly respond to the scope of the required services to be provided as listed in the Scope of Services section. Include a discussion of your company's approach to be used for compliance with the required services. Please state your commitment that no student will be allowed to drive without showing proof of a valid Illinois Driver Education Instruction Permit and that no student will be permitted to drive without another student present in the vehicle.

7. Insurance

Clearly respond that adequate insurance is maintained in the amounts outlined below with companies acceptable to the School District (minimum insurer rating from A.M. Bests: A-):

A. Worker's Compensation Insurance:

Coverage A — Illinois Statutory Limits

Coverage B — Employer's Liability \$500,000 Limit

Waiver of subrogation in favor of District 211 required.

B. Commercial Automobile Liability Insurance: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned, and hired automobiles.

C. Commercial General Liability Insurance shall provide the following limits:

\$1,000,000 each occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Completed Operations Aggregate  
\$1,000,000 Personal Injury

This policy shall include the following coverages:

- |                                  |  |
|----------------------------------|--|
| A. Premises/Operations           | D. Contractual Liability – Blanket                             |
| B. Independent Contractors       | E. Broad Form Property Damage                                  |
| C. Products/Completed Operations | F. Personal Injury – Offenses A, B, C<br>– exclusion C deleted |

Contractual Liability Coverage, including the “Indemnification of School District” (hold harmless agreement), must be fully insured under this policy for the liability limits set forth above. In addition, Care, Custody and Control, and XCU exclusions shall be removed from all policies under this Contract and suitable coverage provided subject to the approval of the School District’s insurance counselor.

D. Umbrella Liability Insurance: It is required that an umbrella policy be written for a minimum of \$4,000,000 for bodily injury and property damage. This umbrella policy would be more than the limits of the primary policy outlined above.

All such insurance shall not be cancellable without thirty (30) days prior written notice being given to the School District. All insurance shall indicate that it is primary and any material change shall cause notice to District 211 thirty (30) days prior to the change. However, the Vendor/s must maintain the insurance herein at all times during the performance of services if a contract is awarded to the Vendor/s.

With respect to the insurance required herein, the Vendor/s shall provide to the School District a Certificate of Insurance for such insurance naming the School District, the Board of Education and its members individually, and its employees and agents as “additional named insured on a primary non-contributory basis.” The Vendor/s shall also purchase and maintain such insurance as will protect the School District from and against all claims, damages, loss, and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage,

loss, or expense (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Vendor/s, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the bid award and before the performance of any services begin that Certificate(s) of Insurance shall be submitted to the School District 211 Controller and Treasurer and the School District's insurance consultant: Mr. Michael D. Nugent, Nugent Consulting Group, 2409 Peachtree Lane, Northbrook, IL 60062.

8. References

Provide a list of client references of similar sized accounts which the Vendor/s has served over the past two years and is currently serving. Provide a contact person and telephone number for each customer.

9. Concluding Remarks

This section shall contain any final comments or an elaboration which the Vendor/s believe/s is important to gain a better understanding of the proposed services and/or Vendor's capabilities.

10. Pricing (Exhibit A)

In order for District 211 to compare the information submitted, all Vendor/s must quote pricing on a per student/per location basis on Exhibit A.

All Vendor/s will quote pricing based upon a 48 contract month term.

All Vendor/s should assume the annual volumes in the "Scope of Services" section will remain consistent.

11. Certifications (Exhibit B)

Sign and return Exhibit B, acknowledging your understanding and compliance with all certifications.

**TOWNSHIP HIGH SCHOOL DISTRICT 211  
DRIVER EDUCATION BEHIND-THE-WHEEL SERVICES  
COST PROPOSAL FORM**

**EXHIBIT A**

<u>District Facility</u>	<u>Location of Branch Serving District Facility</u>	<u>Cost/Student</u>
--------------------------	---	---------------------

**Palatine High School  
1111 N. Rohlwing Road  
Palatine, IL 60074**

**\$**

**William Fremd High School  
1000 S. Quentin Road  
Palatine, IL 60067**

**\$**

**James B. Conant High School  
700 Cougar Trail  
Hoffman Estates, IL 60169**

**\$**

**Schaumburg High School  
1100 W. Schaumburg Road  
Schaumburg, IL 60194**

**\$**

**Hoffman Estates High School  
1100 W. Higgins Road  
Hoffman Estates, IL 60169**

**\$**

**TOWNSHIP HIGH SCHOOL DISTRICT 211  
DRIVER EDUCATION BEHIND-THE-WHEEL SERVICES  
CERTIFICATIONS  
EXHIBIT B**

**A. Drug-Free Workplace**

Applicable only to companies with 25 or more employees. The Vendor/s shall hereby certify, pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

**B. Bid-Rigging**

The Bidder hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

**C. Prevailing Wages**

To the extent required by law, it shall be mandatory upon the Vendor/s to whom a contract for public works is awarded and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workmen or mechanic needed to perform such work, and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor (copy attached). Bidders are required to increase wages as necessary during the term of this contract to keep current with prevailing wage rates. Current wage rates are available from the Department of Labor ([www.dol.gov](http://www.dol.gov)). Weekly certified payrolls are required from prime and subcontractors. They may be submitted with each pay request. No changes will be allowed in the amount of this contract as additional compensation for such changes.

**D. Background Checks**

All Vendor/s or individual vendor representative(s) who have contact with students or perform work in student areas when students are likely to be present need to have a sex offender background check performed before they may work in any District 211 building. By submitting a bid, the Vendor/s agrees that its employees may be checked by the District prior to working on District property.

**E. Sexual Harassment Clause**

Each Bidder must certify that it has complied with the requirements of Section 2-105 of the Illinois Human Rights Act (Public Act 87-1257), effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

**F. Non-Discrimination Clause**

The Vendor/s will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor/s agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.

The Vendor/s will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor/s, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.

The Vendor/s will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

In the event of the Vendor/s's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Vendor/s may be declared ineligible for further Government contracts or federally-assisted construction contracts, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies revoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Vendor/s shall include the provisions of Paragraph A through D in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Vendor/s. The Vendor/s shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event the Vendor/s becomes involved in, or is threatened with, litigation with a subcontractor or Vendor/s as a result of such direction by the contracting agency, the Vendor/s may request the United States to enter into such litigation to protect the best interest of the United States.

The Bidder is directed that all applicable state laws, municipal ordinances, district policies, and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though herein written in full; provided that municipal ordinances, policies, practices, and other municipal regulations that create a conflict with the bidding requirements of the Illinois School Code are not applicable.

**G. Non-Collusion Affidavit**

The undersigned Bidder or Agent, being duly sworn, on oath, says that he has not, or has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the bid price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without agreement, understanding, or combination with any other person in reference to such bidding.

He further says that no persons, firms, or corporation has, have, or will receive directly, any rebate, fee, gift, commission, or thing of value because of such sale.

**H. MBE/WBE/DBE Status**

Please check one. This firm is a:

- ☐ Minority Business Enterprise (MBE) – a firm that is at least 51% owned, managed, and controlled by a minority.
- ☐ Women's Business Enterprise (WBE) – a firm that is at least 51% owned, managed, and controlled by a woman.
- ☐ Disadvantaged Enterprise (DBE) – a firm that is at least 51% owned, managed, and controlled by a person with a disability.
- ☐ This firm is not a MBE, WBE, or DBE.

Please attach copies of MBE, WBE, and DBE certifications.

*NOTE: The Board of Education states that it is in compliance with all applicable laws.*

I have examined the certifications specified above and agree that I am in compliance with all certifications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company



**Exhibit B**  
**Contractor Proposal**

(Exhibit B begins on the following page)



200 W. 22<sup>nd</sup> Street, Suite 251  
Lombard, IL 60148

P: 630.785.6557  
F: 630.317.7555

April 5, 2018

Township High School District 211  
Attn: Barb Peterson  
Controller and Treasurer  
1750 S. Roselle Rd  
Palatine, IL 60067

Re: Request for Information – Driver Education Behind the Wheel

Dear Barb,

Top Driver is excited to submit the attached RFI for the outsourcing contract for the instruction of the Behind the Wheel (BTW) requirement within District 211. At this time, we would like to formally submit this RFI for Palatine High School and Fremd High School.

We would be open to discussing instruction at the other high schools but at the present time we do not have the required staff to handle all the schools. As I mentioned in prior discussions with Mr. Britton, we feel it will be easier to recruit additional licensed instructors meeting the ISBE requirements once the contract is awarded. At the present time we have 4 instructors on staff that would be able to service the two "north" schools (Palatine and Fremd) and that is why we are limiting our submission.

Please direct all questions to me regarding this RFI submittal.

Sincerely,

A handwritten signature in blue ink that reads "Paul Zalatoris".

Paul Zalatoris  
CEO  
[paul.zalatoris@topdriver.com](mailto:paul.zalatoris@topdriver.com)  
630-785-6557



200 W. 22<sup>nd</sup> Street, Suite 251  
Lombard, IL 60148

P: 630.785.6557  
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### Vendor Profile

Top Driver is the largest commercial teen driving school in the State of Illinois with locations primarily in the greater Chicagoland area and two classroom locations in suburban Detroit. We were incorporated in 2003 and are celebrating our 15<sup>th</sup> year in business. We currently have 31 of our own locations and also provide our classroom and behind the wheel instruction on campus to 9 private high schools. During the past 15 years we have taught over 265,000 students.

We are not your “average” driving school. We pride ourselves as a professional organization with a management team including field Regional Managers and Training Managers as well as a dedicated customer service group and over 130 instructors.

From an educational and delivery standpoint we are also not your “average” driving school. While this RFI does not include classroom, we do have our own proprietary curriculum that has been approved by the Secretary of State – one which is far more engaging and informative compared to the Drive Right books used by many commercial and public schools. We would be willing to share this curriculum and train your classroom staff if that is of interest. We teach *Driver Intelligence™*, not just the basic Rules of the Road to attain a license. For the past 2+ years we have offered, and are the only driving school in the Midwest, that has a Specialized Driver Education Program for students with ADHD and other Executive Functioning Disorders. We realize that these students need specialized training and that a basic/standard program does not address their needs. We also have proven methods for effective BTW training utilizing a set curriculum but one which allows for differentiation.

Top Driver invests in the training of our staff throughout their tenure with us, starting with a comprehensive new hire training program that exceeds the requirements of the Secretary of State. We conduct observations and reviews of all Instructors at a minimum on a semi-annual basis.

We work with many of the industry stakeholders addressing new topics and participate on the national level through involvement with NHTSA and DSAA (Driving School Association of Americas). This involvement shows our commitment to the ongoing goal of providing the best driver education possible to each and every student. In addition, we are embarking on a revolutionary new initiative to bring pre-license training to parents and additional training to the students once they obtain their license.



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Other Vendor Requested Information

**Bank**

US Bank, N.A  
Lincolnwood Office  
6677 N. Lincoln Ave, Lincolnwood IL 60712  
Contact: Daniel J Fernandez, Branch Manager – (224) 601-3152  
E-mail: Daniel.fernandez@usbank.com

**Insurance Agent/Broker**

Fortis Insurance Associates  
2700 Rover Road, Suite 108  
Des Plaines, IL 60018  
Contact: Robin Gallagher – (847) 542-5554  
E-mail: Robin.gallagher@myfortis.com



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### BTW Curriculum

The Top Driver Behind the Wheel Curriculum is designed to facilitate the students' mastery of basic skills required for maximum vehicle control, while also developing the proactive mindset necessary to predict, identify and avoid potential hazards. The pacing of the curriculum allows for differentiation based on student ability so that struggling students' skills may be reinforced and students who learn at a more accelerated pace can be challenged. Students will also learn proper execution of the Illinois Secretary of State Road Test maneuvers. The curriculum is most effective when supplemented by practice with a parent/guardian as required by the ILSOS. We provide parents with tools to aid in this process and maintain open communication with parents at all times regarding student progress.

### Student Grading Methodology

Top Driver utilizes a numerical grading scale of 1, 2, or 3. Each lesson has specific learning objectives and each objective receives a number grade.

**3=** Should be given when a skill has been "Mastered". This would mean that the student can perform the given skill without any prompting to direction from the Instructor.

**2=** Should be given when a student can perform the skill with prompting or direction.

**1=** Should be given when a student is below the appropriate skill level at the time of the lesson.

For the behind-the-wheel evaluation, a student is not required to have "mastered" the IL Secretary of State Road Testing maneuvers in order to pass our evaluation. They should be able to perform them with direction, however. Students must demonstrate an ability to control the vehicle safely, i.e. proper acceleration, braking, speed control, tracking, and turns. They also must demonstrate a basic knowledge and understanding of all right of way situations, i.e. 2 or 4 way stop and yields, signaled intersections, right on red, protected and unprotected turns, railroad crossing, etc. If a student does not pass the evaluation, detailed notes are taken and an explanation is given when contact is made with the parent.

We pride ourselves on creating a partnership with our parents as we progress through each student's driver education program. If an instructor recognizes that a student is not progressing at the rate



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necessary to pass an on-road evaluation, parent contact is made immediately to discuss an action plan to ensure student success. The Top Driver Curriculum allows for lesson differentiation to meet the needs of each individual student and if the student requires additional lesson time to meet appropriate standards we will facilitate them as needed. Top Driver students do not “fail” driver education unless it is determined by our instructors and a student’s parents that the student is unable to continue training. Top Driver will do everything possible to ensure the success of each and every student.

#### Record Keeping

Top Driver utilizes Student Record Cards to document all lessons completed by our students. This record card contains pertinent student information, i.e. name, contact info, permit number, etc., as well as instructor and student signatures affirming that each lesson/observation was completed. Top Driver would keep these records on file in a designated location determined by the district at each school. Completed students’ record cards will be submitted to the district per designated protocol determined by district administrators.

Top Driver also utilizes “On-Road Coaching Guides” to keep record of what was covered during each lesson and student performance. A copy of each lesson’s coaching guide goes home with the student and a carbon copy is kept with the student record card for reference on subsequent lessons.



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### Staffing

This RFI is limited to Palatine and Fremd High Schools based on the existing instructors we currently have on staff. We would very much like to service all schools in the district if we were able to recruit the additional credentialed instructors. If awarded this contract, we would like the District to help advertise the need for Contract High School Driver Education teachers through the K-12 Job Spot service and other equivalent websites. We anticipate that there would be a good pool of qualified candidates who use this service that we can tap into. In addition, we would welcome any current staff member who has driver education experience to interview with us for after school and/or nights/weekends part-time work.

Below is the list of the initial (4) instructors along with their ISBE professional educator license numbers and other relevant experience.

Brendon Kraft, ISBE# 1930127  
Top Driver Instructor, 6 years

Kurt Nank, ISBE# 1927510  
Top Driver Instructor, 2 Years, 5 Years total experience

Jim Mihalovich – ISBE# 1931818  
Top Driver Instructor, 8.5 years

Anthony Rodriguez, ISBE# 791111  
Top Driver Instructor, 6 years

All of our instructors are screened through review of their resume and then interviewed by a minimum of two of our managers. We then send the applicant to observe both a classroom and behind the wheel session before we make an offer. This provides the candidate a first-hand view of the position so there are no surprises from either side. It also gives us one additional interaction and point of view from one of our senior instructors. Provided both sides feel comfortable moving forward, we then start the pre-hire process which includes an FBI fingerprint background check and drug screen. The candidate will then complete a physical which is required by Secretary of State.



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If the candidate successfully passes the outside background checks we start the onboarding process followed by initial training. The training involves one on one interaction with one of the managers, classroom and in-vehicle observation, and co-teaching in the field with active instructor. Depending on the candidate and their background, the training time averages 80-100 hours over a 4 to 8 week period. The candidate is required by Secretary of State to successfully pass both a written exam (specific to being a driving instructor) and a driving test before license will be issued.

#### Fleet and Maintenance

We currently have 120 vehicles in our fleet – all (4) four door Nissan Sentras. We purchase our vehicles brand new and keep them for 4 to 5 years. The average age of our fleet is 2 years old. We retire our vehicles before the odometer reaches 100,000 miles.

All of our vehicles are maintained with all routine/preventive maintenance completed as recommended by the manufacturer. We have 2 fleet managers on staff who are responsible for taking the vehicles in for maintenance and are assisted by other staff members as necessary. As a requirement of being a licensed commercial driving school, all of our vehicles are IDOT inspected every 6 months. We are 100% in compliance at all times.

#### Scope of Services

We anticipate, based on initial staffing, to provide the training per the original RFI during normal school hours. We would like to reserve the right to supplement, per the RFI Amendment, by providing BTW training outside of normal school hours as staffing issues dictate.

We will ensure, as we do with our current students, that no student will be permitted to drive without a valid permit on his/her person. Our instructors check each and every student permit before starting any BTW lesson. We will also ensure and commit that there will be a minimum of 2 students and a maximum of 3 students in a vehicle at any given time.

#### Insurance

We meet or exceed all minimum requirements as set forth in the RFI. We will furnish policy coverage as required without issue as condition of being awarded the contract.





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### References

The references provided below are our contacts at the private high schools for which we provide classroom and BTW services. I feel these are most relevant to this RFI but we also have thousands of parents from whom we have received high compliments that we can share if needed.

#### **Cove School**

Contact: John Stieper, Director of Education  
350 Lee Road  
Northbrook, IL 60062  
jstieper@coveschool.org  
Phone: 847-562-2100

#### **Illinois Math & Science Academy**

Contact: Ellyn Heinz, Student Information Systems Specialist  
1500 Sullivan Road  
Aurora, IL 60506  
eheinz@imsa.edu  
Phone: 630-907-5090

#### **Loyola Academy**

Contact: Charlie Heintz, Assistant Principal  
1100 Laramie Avenue  
Wilmette, IL 60091  
cheintz@loy.org  
Phone: 847-920-2406

#### **Marian Central Catholic High School**

Contact: Michelle Carlton, Registrar  
1001 McHenry Avenue  
Woodstock, IL 60098  
mcarlton@marian.com  
Phone: 815-338-4220



200 W. 22<sup>nd</sup> Street, Suite 251  
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**Marquette Academy**

Contact: Brooke Rick, Principal  
1000 Paul Street  
Ottawa, IL 61350  
brick@marquetteacademy.net  
Phone: 815-433-0125

**Montini High School**

Contact: Maryann O'Neill, Principal  
19W070 16<sup>th</sup> Street  
Lombard, IL 60148  
moneill@montini.org  
Phone: 630-627-6930

**Nazareth Academy**

Contact: Kristen Stojetz, Director of Marketing and Recruitment  
1209 W. Ogden Avenue  
LaGrange Park, IL 60526  
kstojetz@nazarethacademy.com  
Phone: 708-387-8508

**St. Francis High School**

Contact: Larry Baker, Business Office  
2130 W. Roosevelt Road  
Wheaton, IL 60187  
lbaker@sfhscollegeprep.org  
Phone: 630-668-5800

**St. Joseph High School**

Contact: Ronald Hoover, Principal  
10900 W. Cermak Road  
Westchester, IL 60154  
ronald.hoover@stjoeshs.org  
Phone: 708-562-4433



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#### Concluding Remarks

As was discussed with Mr. Britton, our bid and pricing are based on the District allowing and providing the use of a classroom for after hours and weekend class offerings to District 211 students. We are also requesting that this bid include, at a minimum, the BTW training for the District's summer school students. This is needed to help retain these ISBE DE endorsed instructors on a full year basis.

We are confident that due to our professionalism, experience and dedication Top Driver would be the ideal provider of Behind the Wheel instruction to District 211's students. The Top Driver Management Team will work diligently to make this process as seamless as possible for the District 211 Administration, parents and students.



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**TOWNSHIP HIGH SCHOOL DISTRICT 211  
DRIVER EDUCATION BEHIND THE WHEEL SERVICES  
COST PROPOSAL FORM**

**EXHIBIT A**

Palatine High School                      \$600.00 per student  
1111 N. Rohlwing Rd.  
Palatine, IL 60074

William Fremd High School              \$600.00 per student  
1000 S. Quentin Rd.  
Palatine, IL 60067

**FACILITIES USE AGREEMENT BETWEEN  
TOWNSHIP HIGH SCHOOL DISTRICT 211 AND TOP DRIVER**

This Agreement is between the Board of Education of Township High School District No. 211, Cook County, Illinois (the “School District”), and Top Driver Acquisition, LLC, a Delaware limited liability company, dba “Top Driver” (“Top Driver”).

The parties agree as follows:

**I. Background:**

**A.** Top Driver and the School District recently entered into an agreement (the “Driver Instruction Services Agreement”) where Top Driver will provide driver instruction services to School District students at the School District’s schools (as part of the School District’ driver education program).

**B.** To provide classroom and/or behind the wheel driver education services to School District students enrolled in classes serviced by the Driver Instruction Services Agreement and to other students, it would be beneficial for Top Driver to utilize certain classrooms and parking spaces located at the School District’s schools and as more fully described in Exhibit 1 to this Agreement (the “Facilities”).

**C.** The School District has determined that the Facilities described in Exhibit 1 are unnecessary for its educational programs during the periods that Top Driver desires to use the Property.

**II. Use of Facilities:**

**A. Use of Facilities.** The School District agrees to allow Top Driver to use the Facilities during the days and hours set forth in Exhibit 1. The exact locations of Facilities used shall be updated by June 30 of each year for the following school year as approved by the School District’s Superintendent and the Manager of Top Driver, or their designees, without requiring an amendment to this Agreement. Top Driver’s Facilities use shall be for driver education programs conducted by Top Driver, and may include student driver programming in addition to that required by the Driver Instruction Services Agreement. Top Driver may, subject to the School District’s right to manage its parking lots, also use up to four parking spaces at each school parking lot in areas designated by the School District. Top Driver shall provide keys for its vehicles to the School District in case the vehicles must be moved. Top Driver shall have no right to use any portion of the School District’s property, except as specified in this Agreement or as permitted by the School District. The School District is the sole owner of the School District’s property and the Facilities and Top Driver shall have no right or interest in the Property or Facilities, except for the right to use the Facilities as provided in this Agreement.

**B. Scheduling.** The School District and Top Driver will meet annually, or

more frequently as either party determines reasonably necessary, to review and confirm the classroom schedule. The classroom schedule may be amended in writing by the School District's Superintendent and the Manager of Top Driver, or their designees, without requiring an amendment to this Agreement. To avoid confusion, both the School District and Top Driver agree to maintain the classroom schedule, which shall include all temporary changes, in a convenient place easily accessible to both parties.

C. **Fees.** Top Driver shall pay to the School District an annual fee of \$1. The consideration for Top Driver's use of the Facilities is accounted for in Top Driver's reduced prices related to the services it is providing under the Driver Instruction Services Agreement.

D. **Term.** Except as otherwise provided in this Agreement, the term of this Agreement shall coincide with the term of the Driver Instruction Services Agreement. When the Driver Instruction Services Agreement terminates, this Agreement shall terminate.

E. **Health and Safety Issues.** In the event of emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of students, employees, or others at the School District, as determined by the School District in its sole and reasonable discretion, the School District may immediately suspend Top Driver's activities hereunder until such condition has been remedied to the School District's satisfaction.

F. **No Drugs or Alcohol.** Illegal drugs and alcohol are not permitted on the Property.

G. **Compliance with Laws and Policies.** Top Driver shall comply with all applicable federal, state, and local laws related to its use of the Facilities and shall comply with all School District policies and procedures, including, without limitation, School District Policy KG, which the School District has provided.

H. **Maintenance of Property.**

1. **Top Driver Obligations.** At the close of each instance of use, Top Driver shall leave the Facilities and Property in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted, and shall remove all Top Driver's personal property. Top Driver shall be responsible for the cost of repair and/or replacement of any damage to the Facilities and Property, including fixtures and furnishings, which occurs because of or related to Top Driver's or its employees' or agents' use of the Property, normal wear and tear and damages by fire, casualty or other insured loss excepted. If Top Driver does not repair damages it caused to the Facilities or Property, the School District may repair the damage at Top Driver's expense. Top Driver shall reimburse the School District for any additional costs within 30 days after the School District provides a written invoice for such costs to Top Driver.

2. **School District Obligations.** The School District agrees to provide the following services at no cost to Top Driver relating to Top Driver's use of the Property:

- a. Custodial services for all portions of the Property
- b. Garbage hauling and recycling services.
- c. Snowplowing services
- d. General maintenance of the Property
- e. Cleaning-up of grounds, maintenance of access to buildings and parking lots

I. **Condition of the Facilities.** Top Driver acknowledges that neither the School District nor any agent or employee of the School District has made any representation or warranty concerning the Facilities, with respect to the suitability, condition, or repair thereof, and Top Driver accepts possession of the Facilities in "as-is" condition. No promises of the School District to alter, remodel, improve, or repair the Facilities or any part thereof has been made.

J. **Supervision.** Top Driver shall be solely responsible, at its own expense, for providing adequate adult supervision regarding its use of the Facilities. Top Driver acknowledges and assumes complete responsibility for its employees and agents used to supervise its activities and services.

## II. **Indemnification and Insurance.**

A. **Indemnification.** To the fullest extent permitted by law, and as partial consideration for Top Driver to use the Facilities, Top Driver shall indemnify, hold harmless, and defend the School District, its Board, Board members, employees, agents and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) that may arise out of or in connection with Top Driver's, its employees', agents', or students' use of the Facilities and/or Property.

B. **Insurance.** Top Driver shall carry and maintain insurance in the amounts set forth in the Driver Instruction Services Agreement.

C. **Waiver of Claims.** Except to the extent prohibited by law and for any claim arising out of, relating to or connected with any breach of this Agreement, the School District shall not be liable, and Top Driver waives all claims against the School District for damages to person or property sustained by Top Driver resulting from its use of the Property, or any equipment, furniture, fixtures, or appurtenances thereto becoming out of repair, resulting from any accident in or about the Property or common areas, or

resulting directly or indirectly from any act or neglect of any person on the Property or common areas. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of the School District. All personal property belonging to Top Driver on the Property shall be there at the risk of Top Driver. The School District shall not be liable for any damage or the theft or misappropriation. Top Driver shall be limited to its own insurance coverages to pay for damage to its property or fixtures and hereby holds harmless and releases the School District from any damage or claim of damage to Top Driver's property or fixtures.

**III. Miscellaneous.**

**A. General Provisions.** The General Provisions contained in Section 4 of the Driver Instruction Services Agreement shall apply to this Agreement.

**B. Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

**IN WITNESS WHEREOF,** the undersigned Parties have caused this Agreement to be executed by their duly designated officials or officers.

Board of Education of Township  
High School District No. 211

By: Lauren A. Hummel  
Chief Operating Officer

Attest: Barbara J. Peterson

Dated: 05-11-2018

Top Driver Acquisition, LLC

By: [Signature]  
Manager

Attest: Scott Barine

Dated: 5/11/18



## **EXHIBIT 1**

### **Description of the Facilities**

The Facilities and classroom schedule shall be as follows:

The School District will provide one classroom each at William Fremd and Schaumburg High Schools with a minimum seating capacity of 28 students to be used by Contractor for the term of the contract. The School District will make reasonable accommodations to the Contractor for locked storage onsite at each building.

Mondays, Tuesdays, Wednesdays and Thursdays

4:00 pm – 8:30 pm

Sundays

consecutive 4.5 hour block  
Time to be determined

Days, times and location of facility usage is subject to change with mutual consent of both parties.

**AMENDMENT TO AGREEMENT FOR THIRD PARTY DRIVER EDUCATION  
SERVICES**

Pursuant to Exhibit A, Section I of the Agreement for Third Party Driver Education Services, dated May 11, 2018 (the "Agreement"), and whereas all other conditions of the Agreement remain unchanged and incorporated herein, it is agreed by the parties that the effective dates of the Agreement have been extended for a two-year term for Top Driver Acquisition, LLC to provide driver education behind-the-wheel services to Township High School District No. 211 for the entirety of the 2020-2021 and 2021-2022 school years, to students in Township High School District 211.

Township High School District 211

Reuren C. Hummel

Signed By

2-25-2020

Date

Top Driver Acquisition, LLC

[Signature]

Signed By

2-25-2020

Date