

RE-ENVISIONING
THE MBTA COLLEGE-
STUDENT PASS
PROGRAM TO FUND
OVERNIGHT SERVICE

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Executive Summary

This report proposes the institution of a new student pass program that would provide unlimited rides for no less than 100% of any college's full-time student population. The revenue generated from this new program would fund overnight MBTA service. Similar programs in other U.S. cities are highlighted in order to demonstrate the feasibility of such a program.

Introduction

According to data gathered from the United States Census Bureau, there are an estimated 250,000 college students attending school within the Boston area, giving Boston the sixth largest college student population nationwide. Considering this, if 100% of the Boston-area college student population purchased LinkPasses every month to ride the MBTA, the MBTA could see tens of millions of dollars in additional revenue each year.

The current optional college pass discount program (offering a flat 11% discount) would need to be replaced by a more heavily discounted but farther reaching program. Taking the lead from college student pass programs in Chicago, Milwaukee, and San Francisco, the MBTA would establish a system where partnering colleges bought monthly passes for no less than 100% of their full-time student body every month of any given term. In exchange, the MBTA would offer those passes at a significant discount. Programs that have followed this model in the aforementioned cities have brought in millions of dollars for their respective transit agencies each year. Additionally, the programs have been popular and mutually beneficial to the colleges, students, and transit agencies.

This report reviews the current unlimited college student pass programs in Chicago, Milwaukee, and San Francisco. It also demonstrates the benefits of a new unlimited college student pass program for the MBTA, the cities within the MBTA service area, students, colleges, and the entire community. Most importantly, the revenue from a new unlimited college student pass program could provide sufficient funding for

overnight MBTA service. In addition to supporting overnight service, the program is projected to bring in enough revenue to improve other MBTA services. Suggested services include additional handheld ticket validation personnel and equipment, additional fare evasion personnel, and the resumption of opening all doors on the Green Line at all times of the day.

Nationwide Comparison of Unlimited College Student Pass Programs

The unlimited college student transit pass programs in Chicago, Milwaukee, and San Francisco all follow a similar model established by the city of Milwaukee in the mid-1990s. The main features of each program are highlighted in Table 1.

Program Feature	Chicago	Milwaukee	San Francisco
Includes unlimited subway and bus rides for 100% of full-time <i>undergraduate</i> students throughout a term	✓	✓	✓
Includes unlimited subway and bus rides for 100% of full-time <i>graduate</i> students throughout a term	✓		
Graduate student participation is optional			✓
Includes option for summer terms	✓	✓	
Pass included on transit smart cards	✓		
Pass is in the form of a sticker on student ID cards		✓	✓
Offers the pass at a discount of greater than 50%	✓	✓	✓
Students are required to vote on the pass program before it is implemented at any given college	✓	✓	
Colleges must pay for all passes around the beginning of the term	✓	✓	✓
Program open to degree-issuing colleges only			✓
Program open to certificate-issuing colleges in addition to degree-issuing colleges	✓	✓	
Program successfully fulfills its design while being profitable for the transit agency	✓	✓	✓

Table 1: Highlights of Existing College Pass Programs

There are a few differences between the three programs that should be detailed. San Francisco and Milwaukee use a flash-pass system where each student must put a physical sticker on their student ID every term. This program has little overhead cost for the transit agency (*Puar, 2013*). Chicago, on the other hand, will begin implementing the passes on the agency's transit smart cards this year (*Simons, 2013*). In fact, a majority of feedback regarding the programs in San Francisco and Milwaukee center on the desire to implement the pass within the agencies' transit smart cards (*Kaido, 2013*).

Chicago's program has the highest overhead costs, but it also generates the most revenue. The Chicago Transit Authority (CTA) has a dedicated department that manages all administrative aspects of the program while reaching out to schools and students, seeking feedback, and expanding the program's reach. Over 50 schools have joined the program as a result, most recently netting the CTA a profit of \$25 million in 2012. (*Simons, 2013*)

System Overload?

When the program was conceived by the Milwaukee County Transit System (MCTS), an initial concern centered on the fear of overloading the system with a large amount of students. However, starting with the trial period, it became apparent that this was not the case. Student travel patterns differ from normal transit peak hours. A CTA study revealed that approximately 70% of student transit trips occur during non-peak hours (*Chicago Transit Authority Market Research Department, 1999*). As a result, none of the three cities has seen problems with overcapacity. Students are not bogging down the system as initially feared.

Building on Milwaukee's Success

The fact that the MCTS system was not running over capacity does not mean that the students were not using it. A study published by the University of Wisconsin in Milwaukee (UWM) during the trial phase of the MCTS's unlimited college student pass program (UPASS) showed that the pilot program had a noticeable effect on students' driving habits (*Meyer & Beimborn, 1998*). The UPASS was implemented over the summer of 1994, and in that year there was more than a ten percent increase in MCTS student

ridership complimenting a ten percent decrease in student driving immediately after the program started. Figure 1 shows the results of that study.

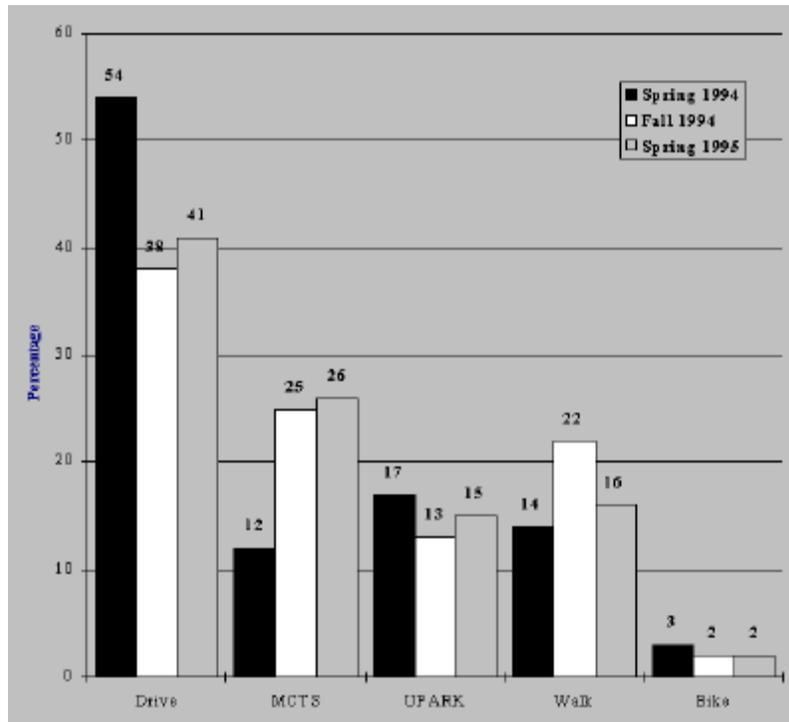


Figure 1: UWM Study of Transit vs. Other Modes of Transportation for Students (Meyer & Beimborn, 1998)

Milwaukee has a bus-centric system that is not nearly as expansive as the MBTA, and the city has a surplus of parking lots compared to Boston. Nonetheless, over ten percent of the 30,000 students at UWM immediately switched away from their cars in favor of a trial transit program. Later, in Chicago, the CTA's unlimited college student pass program (U-Pass) saw a system-wide rail ridership increase of 7% in its first year. Even with the recent increases in transit ridership nationwide, the CTA has not seen a similar increase from one year to the next since then (1999 Ridership Gain of 17.8 Million is CTA's Largest Increase Since 1976, 2000). From an environmental standpoint, Milwaukee's UPASS program significantly improved the surrounding environment. UWM research shows that in the first few years after its inception, the program reduced vehicle miles travelled by 5.1 million miles and resulted in a 20% drop in carbon emissions over what UWM students were previously producing each year (Beimborn).

In its infancy, the MCTS had hoped that the UPASS program would be revenue-neutral (Meyer & Beimborn, 1998). However, all three cities have seen their programs go above that neutrality and consistently generate profit. Each city attributes the success to similar factors listed below:

- Every student union at the participating school is required to vote on whether or not their college should join the unlimited college student pass program. This prevents the program from being forced onto students and schools that do not want to be a part of it (Simons, 2013).
- Students no longer have to fight for a limited number of parking spaces (Puar, 2013)
- An increase in demand for greener, car-free transit among the current college generation (Simons, 2013)
- A greater than 50% discount makes the program extremely enticing in spite of the accompanying increase in tuition (Simons, 2013)
- Low administrative costs for both the transit agency and the college (Puar, 2013)

A New Generation of Riders

Without question, transit is a large draw to the current college generation. It is a significant factor in attracting and driving away students from a city. City halls are constantly looking for ways to attract college students and retain them after graduation. Unlimited college student pass programs have aided in both of these areas. In Chicago, the CTA has shown that the U-Pass program makes students more likely to choose Chicago as a destination for college. As part of their assimilation to the city, students become accustomed to the public transportation system, and, because public transit is familiar and has served them well, they often remain in Chicago well after graduation. As a result, the CTA's U-Pass program has helped the city increase its retention of college graduates to above 30% (Simons, 2013). In Milwaukee, a recent survey showed that 7% of students factored in their UPASS when deciding to attend UWM (Beimborn).

The unlimited college student pass programs are extraordinarily popular in Chicago and Milwaukee. While originally designed exclusively for degree-issuing schools, due to demand, Chicago recently opened its program to allow certificate-issuing schools to join (*Simons, 2013*). In Milwaukee, a recent survey at UWM indicates that 89% of students favor the UPASS program, in spite of the resulting increase in tuition (*Beimborn*).

Proposed MBTA Unlimited College Student Pass Program

The main reason for considering a revamped unlimited college student pass program in the Boston area is to generate revenue for the MBTA—potentially enough revenue to run overnight service. Providing overnight service in exchange for colleges buying into the program will make students and colleges more likely to accept such a program.

If just half of the college students in the Boston-area were equipped with an unlimited transit pass offered at a 50% discount, the MBTA would see revenue from the pass on the order of \$43 million every year. As shown in Table 2, while it was in operation, “Night Owl” (overnight) MBTA service was on pace to cost the agency around \$2 million each year to run service for half the night every night, excluding revenue from fares.

Assuming that service would be expanded to run throughout the entire night and that the MBTA would increase frequency of service to provide more convenience, overnight service would likely cost the agency less than \$10 million per year. One year of revenue from a re-envisioned, unlimited college student pass program could potentially pay for overnight service for over four years.

Fiscal Year	Typical Nightly Ridership ^{1,2}	Projected Annual Ridership	Estimated Annual Cost	Estimated Revenue ³	Estimated Net Cost / Passenger	Notes
2002	1582	142,380	\$2,759,410	\$93,971	\$ 18.72	Service on 10 Rail Bus and 7 Local Bus routes began September 2001, and operated for 10 months in FY02. Some costs were one-time startup costs
2003	1496 / 1230	141,752	\$1,841,380	\$93,556	\$ 12.33	Service was scaled back to 9 Rail Bus and 5 Local Bus routes with reduced service and policing in December 2002. Inspectors were scaled back in January 2003.
2004	1230	127,920	\$1,160,196	\$154,144	\$ 7.86	New fare policy implemented in Jan/Feb 2004. Local Bus fares are \$1.50; Rail Bus fares are \$2 or \$4; no passes are accepted.
2005	1230	127,920	\$1,186,477	\$223,860	\$ 7.53	

¹ FY02 and FY03 pre-change ridership data from CTPS Ridecheck counts in Fall 01 / Winter 02 and Fall02 / Winter 03, respectively; FY03 post-change ridership estimated from January 03 inspectors' counts.

² FY04 and FY05 ridership counts not available; post-change FY03 counts used instead.

³ FY04 and FY05 revenue estimated from FY04 and FY05 fares using FY03 post-change ridership.

Table 2: Historical MBTA "Night Owl" Data Provided by the Central Transportation Planning Staff (CTPS)

If popular enough, the program would not only generate enough money to fund overnight service on the MBTA, it would generate enough additional revenue to assist the MBTA in other ways. Potential added benefits to the MBTA, students, schools, and the surrounding community are highlighted in Table 3.

Selling Points	Benefits	Primary Beneficiaries
Provides guaranteed funding for late-night service	Safety – More late-night drunk drivers will be taken off the streets	Everybody
	Safety – Fewer people will have to risk walking home late at night	Everybody
	Workers at bars, hospitals, etc. will have a new option to get to and from work every night	Workers
	More people will likely opt for transit over cars, improving vehicular traffic flow and the environment	Everybody
	Students will be able to live further off-campus and commute to and from school at any time of the day/night	Students
Every student will have the option to freely navigate the city	Students will have more opportunities to socialize, work, explore, etc.	Students
	Students will be more likely to spend money at a wider variety of off-campus locations	Businesses
Fewer students will be motivated to bring a car to college	Fewer cars on the road	Motorists / Bicyclists / Pedestrians
	Parking will become less of an issue around schools	Motorists
Universities will be able to develop over their parking lots	Economic development/mitigation	Universities / Students / Neighboring Communities
Student fare-evasion will become impossible	No more lost revenue from students evading fares on the Green Line	MBTA
	Green Line operators will ALWAYS be able to open all doors on surface-level stops	All Green Line Riders
Students will increase off-peak MBTA usage	Eventually, this may result in shorter headways during off-peak hours	All MBTA riders
With 100% participation, passes can be highly discounted	Makes the program affordable schools while still providing ample and valuable income to the MBTA	Universities / Students
Relying on transit will become the norm for students and graduates	Students from Boston's pool of prestigious universities will find motivation to stay in the area after graduation	Cities
Fewer Vehicle Miles Traveled	Improves the environment and overall public health	Everybody
Revenue Generation for the MBTA	Provide the MBTA riders with better and more reliable services	MBTA / All MBTA Riders

Table 3: Benefits of an Unlimited College student Pass Program

Extra Funds for Better Service

After exhausting the funds earmarked for overnight service, the MBTA could have north of \$30 million each year in extra revenue from the unlimited college student pass program. With this extra \$30 million, the MBTA could offer service improvements that benefit the Green and Red Lines, which carries a significant amount of college students.

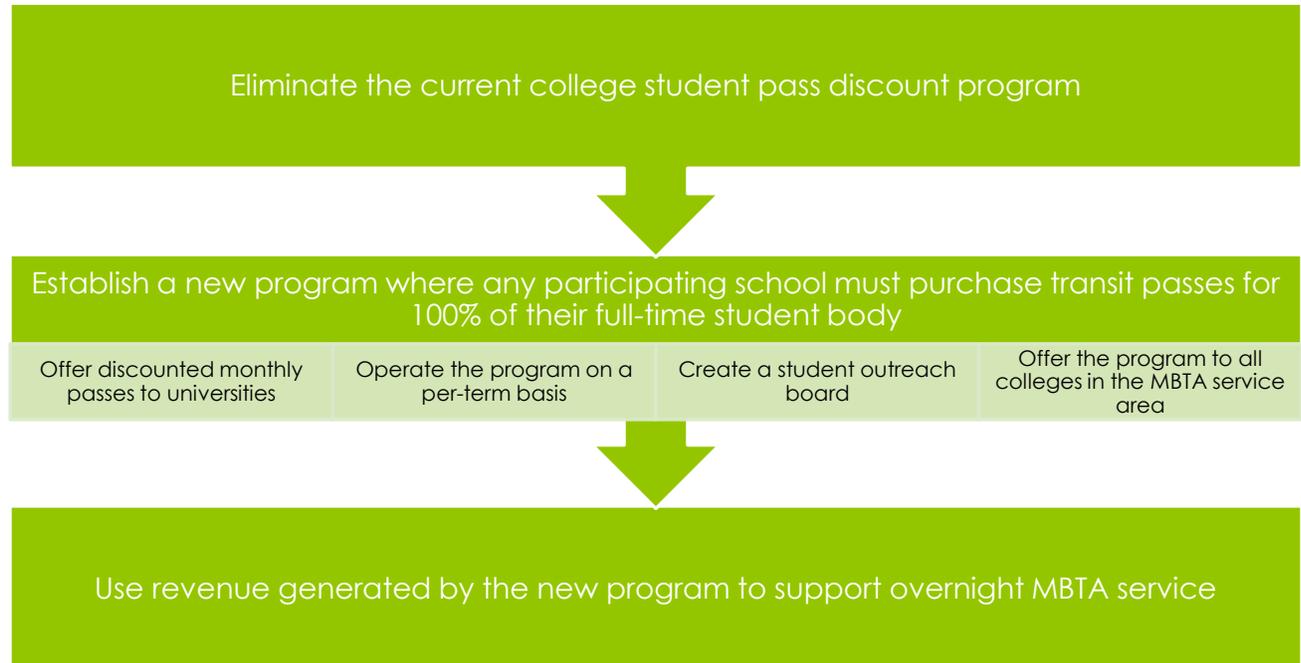
One such improvement could include the resumption of opening all doors on the Green Line at all times of the day. According to data gathered by the Central Transportation Planning Staff (CTPS), the MBTA lost approximately \$1 million per year from people boarding through the rear door without paying (*Appendix D*). An unlimited college student program would immediately lower this number since most students would have access to unlimited transit passes and have no need to avoid the fare. With the extra revenue from the new program, the MBTA could also invest in added inspectors and transit officers to ticket fare evaders and arm other personnel with handheld ticket validation equipment. Over time, more equipment to validate tickets and passes could be implemented on the platform. All of these improvements would create faster and more dependable service, decrease fare evasion, and subsequently increase revenue.

We Have the Technology

In terms of fare collection technology, as a further convenience, the proposed unlimited college student pass program for the MBTA should follow the model used in Chicago. The MBTA already has the infrastructure to implement semester passes onto Charlie Cards, eliminating the complicated logistics of a sticker-based program. Both Milwaukee and San Francisco hope to move away from their sticker-based program due to the continued feedback from the colleges and students (*Kaido, 2013*). Using transit smart cards would eventually allow for transit smart card chips to reside within student IDs, a feat that MIT's Mobility Pass program hopes to accomplish (*Mobility Pass Allows You to Carry One Card Instead of Two*).

Conclusions

The adoption of a 100% participation student pass program similar to those in Chicago, Milwaukee, and San Francisco would greatly benefit the MBTA, students, colleges, and the community. As a result, the MBTA Rider Oversight Committee officially proposes that the MBTA take the following actions:



Future Possibilities

Although not referenced in this report, the MBTA Rider Oversight Committee has identified some other programs to potentially explore in the future. These programs relate to transit passes, college collaborations, and private partnerships; they include the following:

- Offer the same discounted passes to college employees as well
- Create a pass program that provides all hotel guests staying at partnering hotels with significantly discounted transit passes
- Implement transit passes onto student IDs (using the MIT Mobility Pass as a model)
- Implement transit passes into Hubway and Zipcar subscriptions
- Offer shuttle bus service between universities and the airport a few weeks per year

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Appendix A: Summary of a Question and Answer Session with the Rick Simons, the Chicago Transit Authority's Manager of Fare Revenue Programs and Head of their U-Pass Program

Q: Explain the CTA U-Pass program in a nutshell.

A: The CTA University Pass (U-Pass) is a contract-based program. It is only available to degree-issuing schools, as defined by the Illinois State Board of Education. Each university must sign a 5-year contract to join into the program. The contract does include opt-out clauses for both the university and the CTA. The pass is only good on CTA rail and buses, so any student who wants to take the METRA or PACE must use a different card. Any university who joins the program is required purchase semester passes for 100% of their full-time students (as defined by the university) for each term. This includes both undergraduate and graduate students. The summer term is optional. Also, for no extra cost, university employees are automatically enrolled into a transit benefit program whenever a university opts into the U-Pass program.

Q: How did you come up with the idea for the U-Pass program?

A: The CTA U-Pass program is actually based off of the university pass program in Milwaukee. A guy from the Milwaukee transit agency implemented the program when he began working for the CTA.

Q: How long has the U-Pass program been around, and did any student program exist before then?

A: The program has been around since the late 1990s, but it wasn't an official program until the early 2000s. There were no discounted passes for students before the U-Pass program.

Q: How much money does the U-Pass program bring in?

A: The program generates over \$25 million in revenue for the CTA each year.

Q: How much is each university charged to buy into the program each term?

A: The price for each university is decided on a per-day, per-student basis. Under the current contract, a university is charged as follows:

$((\$0.81) \times (\# \text{ of days in term, including up to 5 days before and after the term}) + (\$5 \text{ for the physical card})) \times (\# \text{ of students})$

Q: How does this U-Pass price compare to other fares on the CTA?

A: In comparison, a single full-fare trip costs \$2.25, a single reduced-fare trip costs \$1.10, a single trip for a K-12 student is \$0.75, and a full-fare 1-day pass costs \$10.00.

Q: How does the university administer and pay for the U-Pass program?

A: Prior to every term, universities give the CTA an estimated number of full-time students for the upcoming term. The CTA then sends the university a bill for 50% of the students, along with transit cards for all of the students (cards that must be replaced each term). The university must pay off the remaining 50% no later than two months into the term. Most universities pass on the cost to the students via a fee each term, although a few schools eat the cost. The contract actually allows the universities to charge students above the \$0.81 per day, but only in order to recover any admin costs. The CTA and students never deal with each other. The university must always be the middle-man between the CTA and students for anything related to the U-Pass

Q: How many students actually use their U-Pass?

A: Greater than 90% of the students use the pass at least once per term.

Q: What happens if a student loses their card?

A: A student is charged \$50 to replace a lost card. The CTA currently grosses approximately \$300,000/year from replacing lost cards.

Q: How do you sell the program to the community?

A: When selling the program to the entire community, the CTA emphasizes that:

- The program makes money for the CTA
- Students will get into the habit of using transit and be more likely to stay in the transit-oriented region after graduation
- The region hopes to retain at least 30% of university students after they graduate, and this program aids in retaining them
- \$0.81/day is a huge bargain
- The program is environmentally friendly because it highly reduces vehicle miles traveled

Q: How many schools and students participate in the U-Pass program?

A: There are 135,000 students (spanning 53 universities) enrolled in the U-Pass program.

Q: How does a new school join the program?

A: Each university must seek majority approval from the student-body before entering into the U-Pass program. If approved by the student body, the school must then sign a five-year contract with the CTA.

Q: How do you deal with people/organizations who complain that the student price is unfairly low compared to the reduced fare for seniors?

A: We handle all complaints on the per day cost (and there are really not much of any) this way: a one day pass to have unlimited full fare rides on CTA bus and trains is currently \$10.00 versus the cost of the U-Pass program for a student to have the same service/feature at \$1.07 per day. The only cheaper fare for us would be a free ride program. For those customers that complain that students get a better deal than say seniors that ride at a reduced fare, seniors are entitled to a reduced fare all year. Students are only entitled to the U-Pass fare during times of their academic term, so there are some periods of time in the year that a student would pay a full fare. Also, a U-Pass student pays a full fare on Pace (the suburban bus service provider) while seniors pay the reduced fare with Pace (as the senior entitlement as a whole is governed by the Regional Transportation Authority who oversees all three agencies in the Chicago area).

Q: How do schools like the program?

A: Every summer the CTA holds a conference with university administrators to get feedback relating to the U-Pass program, and the feedback is mostly constructive and positive. Actually, many more schools want to be a part of the program, so the new contracts will now allow certificate-issuing schools to join into the U-Pass program.

Q: What else is going to be different about the new contract?

A: Other highlights of the new contracts include:

- \$1.07/day price tag (increase from \$0.81/day)
- Will be implemented using the new Ventra system
- Student U-Passes will be loaded onto Ventra cards, so students will no longer be required to get a new card each semester
- The Ventra card will allow students to store value on the pass for PACE and METRA trips
- Value can be added to the Ventra card online
- The value on the Ventra card can actually work as a pre-paid MasterCard debit card
- Universities will be able to manage their U-Pass programs online
- It will still be \$50 to replace a lost card
- Schools will be allowed to make Student IDs out of the new Ventra cards, or the school can work with the CTA on MIFARE-based cards if they prefer that route

Appendix B: Summary of a Question and Answer Session with the Kimpreet Puar from the San Francisco Metropolitan Transit Authority

Q: Explain your university pass program in a nutshell?

A: Schools that want discounted passes for their students must buy passes for 100% of their full-time students. Schools that buy into the program must report the number of full-time students each semester. At that point the university buys a pass for each of those students (at about a 60% discount on the normal monthly rate) and pays the transit agency in one lump sum. The transit agency then provides transit stickers to the school so that they can pass those stickers out to the students. Students may now use transit by visually flashing their pass before boarding.

Q: What were some challenges in getting the program started?

A: Only three universities have bought into the program so far (all are private schools). Many of the public schools require multiple boards to approve such a program, resulting in a sparse adoption. Also, many of the public schools cater to long-distance commuters.

Q: How enthusiastic were universities to switch to the new system?

A: The universities who bought into the program are excited about being able to provide a good mode transportation for students in spite of their limited number of parking spaces.

Q: What are the administrative costs for the transit agency to institute/maintain the program?

A: The cost of the stickers. The transit agency does not keep track of any student information, lowering monthly administrative costs even further.

Q: How are most schools paying for the program?

A: The cost is being passed to the students. This is another reason why public university boards are less likely to approve the program.

Appendix C: Summary of a Question and Answer Session with the Sunny Kaido from the University of San Francisco (USF) Regarding Unlimited College Student Transit Pass Programs from a Participating University's Viewpoint

Q: How did the transit agency sell the idea of unlimited transit passes to your university?

A: The university has a huge parking shortage, so it was a no-brainer from both ends of the spectrum.

Q: Who pays for the pass?

A: When it comes down to it, the student pays for it. Each undergraduate student pays for a non-refundable undergraduate transportation fee that includes a semester transit pass and a night-time safety shuttle.

Q: Who is forced to buy the pass?

A: Only undergraduate students are forced to buy-in, but graduate students can buy-in if they choose to. Students must pick-up the pass on their own time, but they can pick it up at any point during the semester.

Q: How much does the transit pass cost each student?

A: \$130 per semester, which equates to \$26/month (a 60% discount over the regular monthly pass price)

Q: How many passes are purchased by the university?

A:

- 6,000 passes for 6,000 undergraduate students (more than 90% of which do in fact pick up their pass).
- 800 passes for 2,000 graduate students.
- The university has a two week window to buy more passes each semester.

Q: Do you offer a pass during the summer?

A: No, since not enough people enroll in summer classes to go through the trouble.

Q: How long ago did program start?

A: 10-12 years ago

Q: How excited are the students about this program? Do you get any kickback to kill the program?

A: There has never been an organized motion to abolish the program. Some students get upset about not being able to opt-out. Students understand the lack of parking at USF and know that there is no better alternative to provide mobility to the students. They also appreciate the hefty discount they receive.

Q: Why do you think more universities don't buy into the program?

A: Other universities cannot afford to buy the passes in one lump-sum at the beginning of the semester.

Q: How do the trustees like the program?

A: They think it gives the students a really good view of the university. Students love the affordability, the environmental impact, and the fact that the university provides such good services to improve student safety and mobility in spite of a lack of parking.

Q: What does the future of the program look like?

A: Both the students and administration want to move away from the sticker pass and have it automatically put onto student IDs.

Appendix D: FY 2010 – FY 2012 MBTA Fare Evasion Data

Non-Interaction and Adjustment Factors by Mode and Type of Non-Interaction

Non-Interaction at... % of non-interaction by type	AFC-Undercount and Percent of Undercount by Type			Factor to Scale AFC values to "True" Values		
	FY2010	FY2011	FY2012	FY2010	FY2011	FY2012
Bus Fareboxes	8.2%	8.3%	8.8%	0.089	0.090	0.097
Child	43%	47%	45%	about 5 riders per full bus		
Flash pass	45%	42%	44%			
Employee	3%	1%	3%			
Did not pay (DNP)	10%	9%	7%			
Total "evasion"	0.8%	0.8%	0.6%			
Trackless Trolley Fareboxes	3.4%	3.9%	4.5%	0.035	0.041	0.048
Child	51%	47%	51%	about 3 riders per full trolley		
Flash pass	29%	31%	31%			
Employee	3%	3%	2%			
Did not pay (DNP)	17%	19%	15%			
Total "evasion"	0.6%	0.8%	0.7%			
Light Rail Fareboxes	21.8%	27.2%	23.6%	0.278	0.374	0.309
Child	11%	8%	12%	~ 1 in 4 riders		
Flash pass	42%	49%	48%			
Employee	2%	1%	1%			
Did not pay & rear door	45%	42%	38%			
Total "evasion"	9.8%	11.4%	9.0%			
Heavy and Light Rail Faregates	4.9%	5.6%	4.8%	0.051	0.059	0.051
Child	71%	77%	72%	~ 1 in 20 riders		
Employee	16%	13%	12%			
Did not pay (DNP)	13%	10%	16%			
Total "evasion"	0.6%	0.6%	0.8%			

Note: In FY2012, if 100 people passed through the faregates, the AFC system did not count 4.8% (4.8 people). To obtain the true value of riders, the AFC-reported value—95.2—is scaled up by 1.051 (AFC * 1.051 (Factor) = 100 (Actual Riders)).

Source: CTFS, NTD Counts

Estimated Revenue Loss by Mode

Mode	Total FY 12 Trips (incl. Non-AFC)	Total "evasion" (Non-AFC-DNP)	Average Fare (NTD FY11: Rev/Pass*1.25)	Revenue Lost Average Fare
Bus	114,259,000	10,022,000	\$0.90	\$660,000
Trackless Trolley	3,278,000	149,000	\$1.49	\$34,000
Light Rail	52,418,000	6,186,000	\$1.21	\$2,412,000
Heavy Rail	128,803,000	6,206,000	\$1.27	\$1,249,000
Total	298,758,000	22,563,000		\$4,355,000

→ \$412,000 from rear door

Source: CTFS, NTD Counts
MBTA AFC data, NTD data

Note: FY12 ridership with FY13 fares. The average fare is estimated based on 2011 NTD data.

Note: There are plenty of reasons why an apparent evader may not represent lost revenue. The evader may have refrained from making the trip were it not "free." Some people who evade or enter via the rear doors may have valid passes—children who board via the rear-doors certainly aren't evading a fare. Depending on the fare media used and specifics of a trip, the "loss" of an evaded fare might be recovered later part of the trip. For example, a person who has a stored value CharlieCard evades their bus fare. They transfer to a transit station. They would either have to evade the fare a second time, or would have to pay \$2—the fare they would have ended up paying if they initially paid on the bus. On the other hand, "legitimate" non-interaction may not always be legitimate. Flashing passes may not be valid for travel for the given trip. Operators sometimes check, other times they don't. It can be difficult to tell the age of a child, and in many cases, no one asks.

This analysis was not conducted by the MBTA.

Appendix E: 2013 Chicago Transit Authority (CTA) U-Pass Contract

Reproduced here with the permission of Rick Simons, Head of the CTA U-Pass program



CTA U-PASS CONTRACT

This Agreement is made and entered into this ____ day of _____, 2013, by the Chicago Transit Authority, a municipal corporation (hereinafter referred to as “CTA”) and _____ (hereinafter referred to as “School”) acting by and through its authorized agent:

WHEREAS, the CTA provides public transportation to the Chicago metropolitan area; and

WHEREAS, the CTA and the School share the desire to provide a transportation program that will reduce the demand for on-campus parking, reduce pollution, provide low cost transportation to students and increase access to the Chicago metropolitan area; and

WHEREAS, in an attempt to address these needs, the CTA established the University Pass Program in February 2000 (“CTA U-Pass Program”), which provides unlimited rides on CTA buses and trains to eligible full-time students at accredited, post-secondary, degree granting schools within the CTA service area; and

WHEREAS, the CTA is now extending the CTA U-Pass Program to include certificate granting schools that report student enrollment numbers to the Illinois Board of Higher Education; and

WHEREAS, the CTA offered the CTA U-Pass Program to the School and the School agreed to participate in the CTA U-Pass Program; and

WHEREAS, the CTA U-Pass Program is intended to provide convenient, reduced-cost transportation as well as increase new ridership to the CTA by requiring that the School provide a U-Pass to each eligible full-time student; and

WHEREAS, the CTA U-Pass Program will provide all eligible full-time students who attend the School with unlimited rides on CTA buses and trains throughout the duration of an academic term; and

WHEREAS, prior to the effective date of this U-Pass Agreement, the CTA will have

implemented the Open Standards Fare System (“OSFS”) and under the OSFS, the fare media to be used on the CTA buses and trains will change to contactless fare media (“Ventra card”); and

WHEREAS, each eligible student will receive a Ventra card as its U-Pass upon enrollment at the School, which the student will continue to use throughout his or her academic career at the School.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, CTA and the School agree as follows:

I. DEFINITIONS

A. "CTA" means the Chicago Transit Authority.

B. "College" means a part of a University offering a specialized group of courses (for example, the School of Law, the College of Arts and Sciences).

C. “Eligible full-time student” shall be a full-time student as defined in subsection 1.D. hereof who is not paratransit dependent.

D. "Full time student" shall be defined by the written policy of the School; the School agrees to provide the CTA with a copy of this policy. At a minimum, the definition of full-time student is limited to those students carrying the requisite course load and seeking a degree or a certificate of completion. A student may only be a full-time student at one school per semester.

E. “Initial Semester” means either the Fall 2013 semester or the first semester after the School joins the CTA U-Pass Program if after the Fall 2013 semester.

F. "Late issuance" means the distribution of a U-Pass to an authorized full time student at any time after the date set for on site distribution by the School for that semester.

G. "On site distribution" means the date, for each semester, set by the CTA and the School at which the CTA takes student photographs and distributes U-Passes to newly enrolled students on the School grounds.

H. "Semester" as used herein includes the words "trimester," "quarter" and “term.”

I. "School" means either the accredited degree granting institution or the certificate granting institution (as long as its student enrollment numbers are reported to the Illinois Board of Higher Education) with whom this agreement is entered into by the CTA.

J. “Subaccount” means the account set up by the School for each individual student participant in the U-Pass Program. The subaccount will be retained by the student

participant after the student is no longer eligible to participate in the U-Pass Program. The former student may continue to use the Subaccount for his/her full fare transit purchases.

K. "U-Pass" stands for University Pass and is a CTA transit pass which permits its holder to ride on trains and buses operated by CTA during all hours of operation at a reduced cost. The U-Pass cannot be used on paratransit vehicles and can only be used as a full fare card on Pace buses. During the term of this Agreement, the U-Pass will be a Ventra card.

L. "U-Pass Program" means the program, which is the subject matter of this contract, whereby each full-time, eligible student at the School receives a U-Pass. When identified as the "CTA U-Pass Program," the term means the CTA Program under which CTA has entered into a U-Pass Program at each participating School.

M. "Ventra card" means the Ventra white label card to be used as the student's U-Pass during the academic term and as a regular fare contactless farecard at all other times.

N. "Ventra" is the commonly referred to trademarked name of the Open Standards Fare System.

II. TERM

The term of this Agreement shall be from the date set forth above through the end of summer term 2018.

III. VENTRA CARDS

A. Effective with the Fall 2013 semester, CTA will have implemented the Open Standards Fare System ("OSFS") which is a contactless fare media system. All passengers who ride CTA buses and trains will be using contactless fare media to pay for their transit rides. The Ventra card is one type of contactless fare media. All Schools participating in the U-Pass Program will use Ventra cards as student U-Passes.

B. The front of the Ventra card will contain the student's name and picture. The back of the Ventra card will contain CTA's term and conditions for use.

C. Each full-time eligible student will receive a Ventra card at the first distribution following the student's enrollment at the School. The Ventra card will be registered to the student's account by the School and the student will keep the same Ventra card during his or her entire academic career with the School unless the Ventra card is lost, misplaced, stolen or misused.

D. The Ventra card will be effective for up to five (5) years and the student may continue to use the card after graduation or withdrawal from the School. However, the regular CTA fare will be charged if the card holder is no longer a student.

E. During School vacations, the student may add funds to his or her Ventra account and use the Ventra card to pay the regular fare to ride CTA buses and trains.

IV .SERVICES PROVIDED

A. CTA agrees to provide and the School agrees to purchase for distribution to each newly eligible full time student enrolled in the School, or if the School is a University, at the College(s) identified by the School as set forth in Exhibit A, one and only one U-Pass for said student.

B. For the Initial Semester under this Agreement, the total number of U-Passes to be supplied by CTA to the School shall be determined jointly by CTA and the School based on the total Semester enrollment of full-time students (minus paratransit dependent students) at the School's Chicago campus and the School's other campuses in the 38 suburbs in the CTA service areas, or, if the School is a University, on the total enrollment of full-time students at the College(s) identified by the School. The total enrollment shall be based on the data provided by the School to the Illinois Board of Higher Education ("IBHE"), and the enrollment inventory maintained by the School. The School shall provide a copy of the School's full time enrollment figures to CTA at the same time such figures are provided to IBHE, which is no later than forty-five (45) calendar days following the first scheduled day of class for each semester.

C. After the Initial Semester under this Agreement, CTA will supply the School with sufficient U-Passes to provide a U-Pass to each newly enrolled eligible full-time student who has not previously received a U-Pass from the School.

D. At the time of providing the student with a U-Pass, the School will establish a Subaccount for the student. If the student transfers schools, the Subaccount will be assigned by the School to the transfer school, provided that the transfer school is in the CTA U-Pass Program. If the transfer school is not in the CTA U-Pass Program, the student may continue to use the Subaccount for his/her full fare transit purchases.

E. The U-Pass shall be valid on all buses and trains operated by the CTA, at all hours of operation. It will not be valid on paratransit vehicles and will operate as a full fare card on Pace buses.

F. The School acknowledges that changes may be made by CTA in the level and/or times of service during the course of this Agreement for the efficient operation of its transit system. The School agrees that CTA retains the sole right to determine the level

and type of transit service provided. The School further agrees that neither it nor the student shall be entitled to a refund of all or a portion of the cost of the U-Pass if service is delayed, is not provided, or a student's U-Pass is destroyed, lost, misused or stolen.

G. The U-Pass is not transferable and shall be confiscated by CTA for a full calendar year and its holder subject to criminal prosecution if it is misused or presented for transportation by any person other than the person to whom it is issued.

H. CTA maintains the right to inspect the U-Pass used by a student and to ask the student for another form of identification to ensure that the U-Pass is being used by the person to whom it is issued. Further, CTA maintains the right to deny a student access to the CTA transit system at the U-Pass reduced fee if the student does not possess both the U-Pass and sufficient identification to verify that the U-Pass holder is actually the student identified on the U-Pass.

The School will notify its students of the requirements of this section.

I. Photo identifications and the student's name will be included on the U-Pass as well as any other information deemed necessary by CTA. The U-Pass will not have the name, crest or logo of the School printed on it.

J. The U-Pass shall be valid over the School's spring vacation, but shall not be valid during semester break or over the summer vacation; provided that the School shall have the option to extend the U-Pass Program to its summer term as set forth in Article V hereof. Blackout dates will not be permitted while the School is in session.

K. The U-Pass shall be valid beginning the date selected by the School, which may be up to five (5) days before the first day of the School's scheduled classes and shall be continuously valid thereafter until the date selected by the School, which may be up to five (5) days after the last day of the School's scheduled final exams for the semester.

L. The CTA will prepare the U-Passes for newly eligible students and students requiring late issuance for distribution by the School. The CTA will prepare and distribute the U-Passes to all newly eligible full-time students on the date selected for on-site distribution by the School. The maximum number of on-site distributions of U-Passes that CTA staff will hold at the School in an academic year is four (4). Any students not provided with a U-Pass during one of the on-site distribution periods shall receive a late issuance U-Pass.

M. The CTA will deactivate the U-Pass for any holder who is not a full-time student at the School.

N. CTA reserves the right to review the success of the CTA U-Pass Program, and cancel or modify the CTA U-Pass Program or the price charged for the U-Pass at any time as deemed necessary and appropriate by CTA; provided that CTA will notify the School (1) ninety (90) days in advance of any change to and/or cancellation of the U-

Pass Program or for any fare increase in excess of the fare increases set forth in section VII.B hereof to begin in the spring or summer semester and (2) not later than March 1st for any fare increase in excess of the fare increases set forth in section VII.B. hereof to begin in the following fall semester. In the event the cost for the U-Pass will not change for the succeeding school year, no notice will be sent by CTA. In the event the School wishes to terminate this Agreement due to any such change, it may do so as permitted under section X.D.

V. OPTION FOR SUMMER SEMESTER

A. The School shall have the option to include its summer Semester in the U-Pass Program.

B. In order to exercise this option, the School must notify CTA in writing, at the address listed in section VIII, not less than sixty (60) days prior to first day of classes for the summer Semester that it intends to participate in the U-Pass Program for said Semester. Thereafter, the School's participation in the Program for the summer Semester will be renewed automatically with renewal of this Agreement, unless such participation is cancelled as set forth in subsection C of this section V.

C. After exercise of the option in subsection B hereof, the School may cancel its participation in the U-Pass Program for the next year's summer Semester by so notifying CTA in writing at the address set forth in section VIII hereof not less than sixty (60) days prior to the first day of classes for the summer Semester. In no event may the School cancel or withdraw its participation in the U-Pass Program for a summer Semester at any other time, including but not limited to, while said summer Semester is in session.

D. The School's participation in the U-Pass Program for its fall-winter and winter-spring Semesters shall not be affected in any manner by the School's decision to participate, or not to participate, in the U-Pass Program for the summer Semester.

E. All other terms and conditions of this Agreement shall apply to participation by the School in the U-Pass Program for the summer Semester.

VI. OBLIGATIONS OF SCHOOL

A. The School shall provide the CTA with the list of full-time students enrolled for each Semester while this Agreement is in force at the same time such list is provided to the Illinois Board of Higher Education. The School shall also provide the CTA with a list of the students to whom it provided a U-Pass listed by U-Pass number and student name no later than thirty (30) days after the first day of classes for each Semester. In addition, the School shall provide CTA with the names of those students whose status has changed from full-time to part-time not later than forty-five (45) days after the first day of scheduled classes for each Semester. Misrepresentation of the number of full-time students qualified to receive the U-Pass is a breach of this Agreement, which may lead

to termination as provided in section X hereof.

B. The School will administer the U-Pass Program to assure that a U-Pass is distributed to each newly eligible full-time student and that the U-Pass is properly activated for each subsequent Semester in which the student is enrolled as a full-time student at the School; provided that the U-Pass Program does not apply to those students who are paratransit dependent. The School agrees to establish appropriate procedures to assure that one and only one U-Pass is distributed to each eligible full-time student at the School. The procedures and any monitoring documentation shall be made available to CTA upon request. Any failure to follow the requirements of this subsection B will be a breach of this Agreement, which may lead to termination as provided in section X hereof.

C. The School will provide a U-Pass to every eligible full-time student. The School will not provide a U-Pass to a part-time student even if the student is taking a full course load because he or she is enrolled as a part-time student at more than one school at the same time. In addition, the School will not provide a U-Pass to any students who have received a U-Pass from any other school during the Semester.

D. The School will charge every eligible full-time student for the cost of the U-Pass and any related administrative fee imposed by the School, whether or not the student intends to use the U-Pass. The School will not charge a higher fee to those students who use the U-Pass than it charges to those full-time eligible students who do not use the U-Pass.

E. The School is responsible for instituting any necessary procedures to ascertain that each eligible full-time student is charged for a U-Pass for each Semester for which this Agreement is in effect. In addition to the per day charge for the U-Pass set forth in section VII.B. hereof, the School will also charge the student a one-time fee equal to the cost CTA charges its riders for the Ventra card at the time the student first enrolls at the School.

F. In the event the School requests that CTA deactivate a U-Pass and CTA takes such action and thereafter the School realizes that the request it made for deactivation was made in error, the CTA will incur administrative costs for reactivating the U-Pass in the amount of \$1.00. The School is responsible for paying CTA \$1.00 per U-Pass activated, as provided in section VII.F hereof.

G. The purpose and intent of the CTA U-Pass Program is to provide low cost transportation to full-time students. Therefore, the School will only charge its students for the actual administrative fees, if any, it expends in connection with the U-Pass Program. Further, the School will disclose to each student in the same written document both the School's administrative fee and the cost charged by CTA per day for the U-Pass.

H. The School is responsible for distribution of all late issuance U-Passes.

I. The School agrees to make payment to the CTA timely as required by Section VII hereof.

J. The School is responsible for all U-Passes in its possession. The U-Passes must be kept secure and safe from theft. The School bears the risk of loss of any U-Passes in its possession prior to receipt by an eligible student.

K. The School is responsible for enforcing CTA's rules regarding re-entry into the U-Pass Program for any student whose U-Pass is confiscated due to improper use.

L. Notwithstanding any provisions contained in this Article VI, the School shall not be required to release any student information that would violate local, state or federal law, including but not limited to, the Family Education Rights and Privacy Act of 1974. CTA agrees that it will not use any information relating to students that it receives from School for any purpose except to administer the U-Pass Program for the School and will not disclose or re-distribute such information to any other party.

M. In the event that the School does not provide information required by section IV.B. hereof in a timely fashion, the CTA may incur costs including but not limited to the cost of providing rides on the CTA transit system at a reduced cost for ineligible persons. CTA's administrative costs for School's failure to comply with the time requirements set forth in Section IV.B. hereof may be determined to be the product of the number of students who improperly received U-Passes multiplied by the number of days the School is late in providing the required data multiplied by the current round trip fare. If assessed, the School must pay this additional administrative fee to CTA within thirty (30) days of receipt of an invoice from CTA setting forth the amount owed as provided in section VII.I. hereof.

N. Because the U-Pass is not available to paratransit riders, the School must identify those students who are paratransit dependent. Such students should not be charged for the U-Pass and are not considered eligible full-time students.

VII. PAYMENT FOR SERVICE

A. One U-Pass per newly eligible full-time student will be issued by CTA to the School during the term of this Agreement. Each U-Pass (Ventra card) will have a not-to-exceed cost of five dollars (\$5.00); CTA will invoice the School for the cost of all U-Passes provided for each semester. CTA will provide written notice to the School of actual per-card cost on an annual basis. The U-Pass shall be valid beginning the date selected by the School, which may be up to five (5) days before the first day of the School's scheduled classes, and shall be continuously valid thereafter until the date selected by the School, which may be up to five (5) days after the last day of the School's scheduled final exams for the Semester. The U-Pass will not be valid during Semester breaks.

B. The cost of the U-Pass for the term of this Agreement is \$1.07 per student, per day. CTA reserves the right to further increase the cost of the U-Pass as set forth in section IV.N.

C. The specific cost per Semester to be paid by the School will depend on the number of eligible full-time students enrolled by the School or the number of U-Passes distributed to the School by CTA, whichever is higher. This cost will be determined by multiplying the number of eligible full-time students by the cost per calendar day for the U-Pass by the number of calendar days in the Semester.

D. Payment for the U-Passes provided to the School by CTA shall be made under the following schedule:

1. Seventy per cent (70%) of the estimated amount due shall be paid to CTA not later than thirty (30) days before the first day of scheduled classes for each Semester; and

2. The remaining thirty per cent (30%) due shall be paid to CTA not later than forty-five (45) days after the first day of scheduled classes for the Semester.

E. In the event a School has more than four Semesters per year, it will be treated as if it has four Semesters for payment purposes. Payments as required by subsection D hereof will be due to CTA every three months commencing on September 15th. Therefore, payments for One Hundred per cent (100%) of the amount due for the Semester will be due to CTA no later than September 15th, December 15th, March 15th and June 15th of each year the School is in the U-Pass Program. In the event of any overpayment by the School, CTA will credit the overpayment amount to the payment for the next Semester.

F. In the event the 70% payment required by subsection D hereof is not made in full by the School thirty (30) days before the first day of scheduled classes for the Semester, CTA will not activate the U-Passes of returning students and will not distribute U-Passes to any newly eligible students until such payment is made in full.

G. The School may pay an invoice by an approved bankcard. If the School's payment amount is in excess of \$100,000, it must pay the amount in person at the CTA headquarters building at 567 W. Lake Street, Chicago,

IL. If the School's payment amount is less than \$100,000, it may make its payment online. If the School makes payment using a bank card, however, the School must pay the bankcard transaction fee incurred by CTA as well as the full amount of the invoice. Furthermore, in the event the School pays an invoice by wire transfer, the School will also be required to pay any fees imposed for the wire transfer.

H. In the event the School pays an invoice with a check which is returned by the bank

for insufficient funds, the School must pay the full amount of any NSF fees charged as well as the full amount of the invoice within ten (10) days of receiving notice from its bank or from the CTA that the check was returned for insufficient funds..

I. The invoice submitted by CTA to the School for the U-Passes shall be based on the total number of eligible full-time students at all of the School's applicable campuses, or if the School is a University, at the College(s) identified by the School. After payment is made by the School, the School will be entitled to a refund from CTA for its erroneous payment, if any, for full-time students who do not attend at least part of their classes at the School's Chicago campus or at a campus within the CTA service area or who are paratransit dependent and thus cannot use the U-Pass.

J. Any additional costs or charges, including but not limited to the interest charges identified in section VII.L. and the charges identified in section VI.F and L. hereof, shall be due from the School within thirty (30) days of receipt from CTA of an invoice identifying such costs or charges.

K. Payments shall be made by the School to the following:

Chicago Transit Authority
ATTN: Treasury
567 W. Lake Street
Chicago, Illinois 60661-1498

L. Payments received by the CTA after the due date(s) shall incur interest at the rate of 9% per annum or the legal interest rate in Illinois, whichever is greater. In addition, if CTA does not receive the final payment when due for each Semester, CTA, has the right to invalidate the U-Passes provided by it to the School for that semester.

M. The School acknowledges that from time to time a student's U-Pass could be lost or stolen. In such situations, CTA agrees to replace the U-Pass on the following conditions: 1) the student fills out a Lost/Stolen U-Pass report with the CTA and signs an affidavit of lost or stolen card (see Attachment for Form Affidavit), and 2) the student or School pays a replacement fee of Fifty Dollars (\$50.00) to CTA.

VIII. NOTICES

Unless otherwise stated herein, all notices and communications with respect to this Agreement shall be sent by United States mail, postage prepaid, and addressed as follows:

SCHOOL: _____

CTA: U-Pass
Chicago Transit Authority
567 W Lake Street
Chicago, IL 60661-1498

All notices shall be effective five (5) days after mailing.

IX. AUDIT, INSPECTION AND RETENTION OF RECORDS

The School shall maintain books, records, documents and other evidence in connection with the U-Pass Program and this Agreement for three (3) years after the final payment is made to CTA. Such records shall be kept by the School in accordance with generally accepted accounting principles and practices, consistently applied throughout the term of the Agreement.

The School shall furnish the CTA with such information about the U-Pass Program and/or the full-time student enrollment, number of paratransit dependent students, administrative charges applicable to the U-Pass Program or otherwise relevant to this Agreement as CTA requests. Upon reasonable notice and during reasonable business hours of the School, authorized representatives of the CTA shall be permitted to inspect and audit all data and records of the School related to this Agreement.

X. TERMINATION

A. The CTA shall terminate this Agreement for breach of any condition or covenant contained herein upon thirty (30) days written notice to the School.

B. The CTA may terminate this Agreement for any other reason upon sixty (60) days written notice to the School.

C. In the event this Agreement is terminated by CTA, any U-Passes which have been properly issued by the School will be effective until the end of the current semester. In no event will CTA refund any monies paid by the School.

D. The School may terminate this Agreement, for any reason, at the end of any Semester by providing written notice to the CTA not less than sixty (60) days prior to the commencement of the next Semester.

E. The written notice required by this section X shall be provided to the address listed in section VIII hereof, as amended.

F. Each party retains any other rights it may have under law, including any claims for damages.

XI. MISCELLANEOUS

A. In the event a student's U-Pass is damaged, the U-Pass will be replaced. CTA will replace the U-Pass at no cost to either the student or the School for the first replacement U-Pass within 7-10 business days and will issue an unlimited ride pass, as needed, to the student to use on CTA's transit system while the student is waiting for the replacement U-Pass. Any subsequent replacements of the U-Pass will have a not-to-exceed cost of five dollars (\$5.00) per card.

B. The School agrees to permit CTA and/or its agents access to the School's campus not more than two (2) times per academic school year to conduct a survey of students regarding the U-Pass. The CTA shall let the School know the date and time of the surveys in advance. The type and extent of the survey shall be determined solely by CTA and all surveys shall be conducted at CTA's cost. The School also agrees to reasonably participate in any surveys conducted upon CTA's request.

C. The School agrees that its name may be used in any marketing or advertising materials prepared by CTA to promote the CTA U-Pass Program. In no event will the name or likeness of any student participating in the CTA U-Pass Program be used by CTA in any marketing or advertising materials or in any other manner; provided that CTA may ask students to use their names and/or likenesses in marketing or advertising materials. If the student consents in writing, CTA may then use such student's name and/or likeness in marketing or advertising.

D. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors.

E. The School agrees that it will take appropriate measures to make each of its eligible full-time students enrolled in a school or college in the CTA service area knowledgeable of the terms of this Agreement. The School agrees to distribute, or permit CTA to distribute, marketing materials prepared by CTA which explain the benefits and uses of the U-Pass.

F. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the parties' intention that all other provision of this Agreement remain in full force and effect.

G. No failure to exercise, and no delay in exercising any right, power, or remedy hereunder on the part of CTA or the School shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such

waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CTA or the School therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

H. The parties hereto agree that any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction located in Chicago, IL, and that Illinois law shall be applied.

I. This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

J. No changes, amendments, modifications or discharges of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized agents of the CTA and the School or their respective successors and assigns.

K. The School shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the CTA. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

L. Upon entering into this Agreement, the School will be enrolled with Ventra so that the School's employees may choose to take advantage of the transit fringe benefit authorized in Internal Revenue Codes section 132 (f). Under the transit fringe benefit, the School's employees pay for their transit fare media using pre-tax dollars. Information about this benefit may be obtained by contacting Ventra at <http://ventrachicago.com/benefits>.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers.

SCHOOL

CHICAGO TRANSIT AUTHORITY

By: _____

By: _____

Title: _____

Title: _____

Chairman