# AMENDMENT AND EXTENSION OF PUPIL TRANSPORTATION SERVICES AGREEMENT BETWEEN

LINCOLNWOOD SCHOOL DISTRICT 74 AND FIRST STUDENT, INC.

**THIS AMENDMENT** is made and entered into as of the 3rd day of April, 2025 by and between Lincolnwood School District 74, with principal offices at 6950 N. East Prairie Road Lincolnwood, IL 60712, (the "District") and First Student, Inc. with its national headquarters at 191 Rosa Parks Street, 8<sup>th</sup> Floor, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 3015 E. New York St., STE A2-262 Aurora, IL 60540 ("Contractor" and, collectively, the "Parties").

**WHEREAS**, the Contractor was the successful bidder on March 16, 2015 and operated the student transportation services for the District for the school years of 2015-16 through 2017-18 per the specifications provided in the bid process and all contingencies placed upon the bid specifications by the Contractor in its proposal and executive summary (the "Agreement").

**WHEREAS**, the Parties previously amended certain provisions of the Agreement and extended its term annually effective August 1, 2018, August 1, 2020, August 1, 2021, August 1, 2022, August 1, 2023 and August 1, 2024, respectively.

**WHEREAS**, the Parties desire to further extend the term of the Agreement and amend certain portions thereof;

NOW, THEREFORE, the parties mutually agree as follows:

- 1. <u>TERM.</u> The term of the Agreement shall extend for five (5) additional years commencing August 1, 2025 and continuing through July 31, 2030 unless earlier terminated as specified herein. The period from August 1 to July 31 of the following calendar year shall be referred to as a "Contract Year". Either party may terminate the Agreement for convenience, without penalty, upon not less than ninety (90) days' written notice prior to the end of the thencurrent Contract Year.
- 2. TERMINATION OF AGREEMENT. If the legality or validity of the term of the Agreement is challenged in good faith by litigation in a court of competent jurisdiction, the District shall have the right to immediately terminate this Agreement, without penalty, upon 60 days' written notice to the Contractor or as otherwise ordered by the court.
- 3. <u>UTILIZATION OF FIRSTALT.</u> During the Term and subject to the rates and conditions set forth in Exhibit "B", District may utilize the services of FirstAlt, a division of Contractor, to provide alternative transportation service for students through the use of small capacity vehicles.
- 4. <u>COMPENSATION</u> Commencing August 1, 2025, the rates of compensation payable hereunder during the ensuing Contract Year shall be set forth in Exhibit "A" based on the current number of routes, and shall be set forth in Exhibit "B" for FirstAlt services.
- 5. NOTICE TO PARTIES All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

#### Notices to DISTRICT shall be addressed to:

Courtney Whited Business Manager/CSBO Lincolnwood School District 74 6950 N. East Prairie Rd. Lincolnwood, IL 60712

#### Notices to CONTRACTOR shall be addressed to:

Mike Tunnell District Manager First Student, Inc. 3015 E. New York St. STE A2-262 Aurora, IL 60504

## With a copy to:

General Counsel First Student, Inc. 191 Rosa Parks Street 8<sup>th</sup> Floor Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

| LINCOLNWOOD SCHOOL DISTRICT 74 | FIRST STUDENT, INC.       |  |  |  |  |
|--------------------------------|---------------------------|--|--|--|--|
| By:                            | By: Ally                  |  |  |  |  |
| Title:                         | Title: Sr. Vice President |  |  |  |  |
| ATTEST:                        | ATTEST:                   |  |  |  |  |
| By:                            | Ву:                       |  |  |  |  |

## **EXHIBIT A**

## Rates

| Lincolnwood School District #74 Route Types                               | -  | 24/25  | 25/26    | 26/27    | 27/28    | 28/29    | 29/30    |
|---|----|--------|----------|----------|----------|----------|----------|
| AM Rate per Route - Single  | \$ | 147.44 | \$152.97 | \$158.71 | \$164.66 | \$170.83 | \$177.24 |
| AM Rate per Route - Dual  | \$ | 73.70  | \$ 76.46 | \$ 79.33 | \$ 82.31 | \$ 85.39 | \$ 88.59 |
| AM Rate per Route - Dual Paired with District 219 credit back to district | \$ | 127.02 | \$131.78 | \$136.73 | \$141.85 | \$147.17 | \$152.69 |
| PM Rate per Route - Single  | \$ | 147.44 | \$152.97 | \$158.71 | \$164.66 | \$170.83 | \$177.24 |
| PM Rate per Route - Dual  | \$ | 73.70  | \$ 76.46 | \$ 79.33 | \$ 82.31 | \$ 85.39 | \$ 88.59 |
| PM Rate per Route - Dual Paired with District 219 credit back to district | \$ | 127.02 | \$131.78 | \$136.73 | \$141.85 | \$147.17 | \$152.69 |
| Mid-Day Rate per Route (Pre - Kindergarten)                               | \$ | 104.01 | \$107.91 | \$111.96 | \$116.16 | \$120.51 | \$125.03 |
| Before School Activity Rate per Route                                     | \$ | 117.34 | \$121.74 | \$126.31 | \$131.04 | \$135.96 | \$141.05 |
| After School Activity Rate per Route                                      | \$ | 117.34 | \$121.74 | \$126.31 | \$131.04 | \$135.96 | \$141.05 |
| Extracurricular Charter Rate per Hour                                     | \$ | 69.34  | \$ 71.94 | \$ 74.64 | \$ 77.44 | \$ 80.34 | \$ 83.35 |
| *The Above prices are inclusive of the District 219 equipment surchage    |    |        |          |          |          |          |          |
| District 219 equipment Surcharge AM or PM route                           | \$ | 47.87  | \$ 49.67 | \$ 51.53 | \$ 53.46 | \$ 55.46 | \$ 57.54 |
| District 219 equipment Surcharge Midday or Activity Route                 | \$ | 11.97  | \$ 12.42 | \$ 12.88 | \$ 13.37 | \$ 13.87 | \$ 14.39 |