

Pleasantdale Elementary School
8100 School Street
La Grange, IL 60525
708.246.4700 Fax: 708.246.4625



Pleasantdale Middle School
7450 S. Wolf Road
Burr Ridge, IL 60527
708.246.3210 Fax: 708.352.0092

Pleasantdale School District 107 | 7450 S. Wolf Road | Burr Ridge, IL 60527 | 708.784.2013 | Fax: 708.246.0161 | www.d107.org

To: Dr. Dave Palzet, Superintendent
From: Griffin L. Sonntag, Business Manager/CSBO
Date: May 10, 2023
RE: Transportation Renewal for FY24

First Student was awarded the bid for transportation services in April of 2008. We have extended the contract with them every year since and have built relationships with drivers, dispatchers, and management. First Student is offering to renew the contract with an increase of 10.5%.

New this year, I am pleased to say that negotiated into our agreement are penalties if First Student does not fulfill their obligations to our students and families. These include:

1. 50% route rate reduction for each regular morning route that arrives at school after the school starting time.
2. 50% route rate reduction for each regular afternoon route which is started after the school dismissal time.
3. 30% route rate reduction for a route that has missed stops more than one time in a given week.
4. 50% route rate reduction for a route that has missed stop more than one time in a given week for three or more weeks.
5. 100% route rate reduction for a morning or afternoon route that was uncovered/missed.
6. 45% route rate reduction for routes in which notice is not provided to the schools via email at least 1 hour prior to the start time of school or dismissal time of school if a bus route will be starting its route 15 minutes or more after its regularly scheduled start time.

Based on timelines, market conditions, and newly added penalties, I recommend we renew the contract with First Student at an increase of 10.5%.

**AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT BETWEEN
PLEASANTDALE SCHOOL DISTRICT 107 AND FIRST STUDENT, IN**

THIS AMENDMENT is made by and entered into as of the ____ day of ____ 2023 by and between the PLEASANTDALE SCHOOL DISTRICT 107 with principal offices located at 7450 S. Wolf Road, Burr Ridge, Illinois 60527 hereinafter called DISTRICT and FIRST STUDENT, INC. hereinafter called "CONTRACTOR" with its corporate offices located at 600 Vine Street, Suite 1400, Cincinnati Ohio, 45202 and its local operating offices located at 8600 W. 67TH Street, Hodgkins, Illinois 60525 and together called "PARTIES"

WHEREAS, the parties entered into that certain Pupil Transportation Services Agreement dated July 28, 2008, May 9, 2011, May 7, 2013, May 5, 2014, May 12, 2015, May 11, 2016, April 17, 2017, May 16, 2018, May 15, 2019, June 1, 2020, June 1, 2021, and April 2022 (Hereinafter the "Agreement"); and all contingencies placed upon the bid specifications, and

WHEREAS, the parties desire to amend certain provisions thereof and extend its term effective immediately;

NOW, THEREFORE, the parties mutually agree as follows:

All terms used herein, unless otherwise defined in this Amendment, shall have the same meaning as set forth in the Agreement. Following the effective date of this Amendment, future references to the Agreement in any communication or document between the DISTRICT and CONTRACTOR shall mean the Agreement incorporating the changes and/or additions in this Amendment.

1. **TERM** The term of the Amended agreement shall extend for one (1) additional year's commencing August 1, 2023 and ending July 31, 2024; thereafter this amended agreement may be extended on a year-to-year basis by mutual agreement of the parties, subject to the operation of 105 Ill. Comp. Stat. 5/29-6.1, as amended from time to time.
2. **COMPENSATION** Commencing August 1, 2023, the rates of compensation payable hereunder during the ensuing Contract Year shall be those set forth in Exhibit "A" and are based on current number of routes and bell times.
 - a. At a minimum, except as stipulated in paragraph 3, disasters and emergencies, district will pay contractor for routes normally run for one-hundred-seventy-four (174) school days each school year, excluding charters or other ancillary services, and irrespective of the number of snow days or emergency days that may have been used.
3. **PENALTIES.** The parties agree that this section applies to all buses operated under this Agreement including, but not limited to all delays, missed route stops, and all uncovered/missed routes that occur as a direct or indirect result of Contractor's staffing, staffing levels, staff turnover, substitute/temporary employees, and any other condition related to the Contractor's employment of staff to provide services under this Agreement (which the parties agree are conditions that are within the control of the Contractor). This section will not apply where acts of God, severe weather, or other similar conditions beyond the control of the Contractor are the cause for the delay.
 - a. reduction of fifty percent (50%) of the daily unit rate (cost per trip) will be made for each morning route that arrives at school after the school starting time, and for each regular afternoon route which is started after the respective school's dismissal time.
 - b. In addition to the deduction set forth in sub-section 3.c., below, any bus determined to have missed stops for more than one (1) day per week of service shall have the associated rate for the route reduced

by thirty percent (30%) for the following week. This deduction shall increase to fifty percent (50%) if any bus is determined to have missed stops for more than one day per week for three or more weeks of service.

- c. A deduction of 100% of the daily rate (cost per trip) will be made for each morning or afternoon route that was uncovered/missed.
 - d. The District and the Contractor shall meet monthly to discuss the Contractor's performance and develop an action plan for service improvements. During this time, any and all possible penalty assessments will be discussed, including assessments over \$1,000.00 per month. The District will review all appropriate information submitted by the Contractor. The District and the Contractor must agree in writing to an action plan for service improvements and to any assessment over \$1,000.00 per month. Should the monthly meeting not occur because of an act or failure to act by First Student, the requirement that an action plan be approved by the parties shall be waived, and the action plan prepared by the District, if any, will be binding on the District and the Contractor. Should the meeting not occur because of an act or failure to act by the District any assessments over \$1,000 from the month being discussed will be waived, and the Contractor shall be relieved from the associated penalties for that month.
 - e. In addition, notice shall be given via email to the group of staff deemed by the District at least 1 hour prior to the start of school if an AM bus route will be starting its route 15 minutes or more after its regularly scheduled start time. Notice shall also be given via email to the group of staff deemed by the District at least 1 hour prior to the conclusion of school if a PM bus route will not be on time to pick up students at the scheduled dismissal time. If the Contractor fails to do this, a reduction of forty-five percent (45%) of the daily unit rate (cost per trip) will be charged. The district will recognize uncontrollable events such as equipment malfunctions or in route delays and take these factors into consideration in application.
4. **ESCALATION** In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, the Contractor shall request a meeting to negotiate such impact.

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 the DISTRICT shall be addressed to:

Mr. Griffin Sonntag
Business Manager/CSBO
Pleasantdale School District 107
7450 S. Wolf Road
Burr Ridge, IL 60527

Notices to CONTRACTOR shall be addressed to:

Mr. Jason Kierna
Region Vice President

First Student, Inc.
1717 Park Street, Suite 225
Naperville, IL 60563

With a copy to:

General Counsel
FirstGroup America, Inc.
600 Vine Street
Suite 1400
Cincinnati, OH 45202

6. **NO OTHER MODIFICATIONS**: All terms of the Agreement shall remain in full force and effect except to the extent modified herein. This Amendment shall become a part of and shall be integrated into the Agreement.

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.

Pleasantdale SD 107

FIRST STUDENT, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

EXHIBIT A
PLEASANTDALE SCHOOL DISTRICT 107
TRANSPORTATION RATES 2023-2024

Description	2022-23	2023-24
AM Pleasantdale Elementary - 8:55 arrival - per bus per trip (Paired)	\$98.78	\$109.15
AM Pleasantdale Elementary - 8:55 arrival - per bus per trip (Unpaired)	\$160.00	\$176.80
AM Pleasantdale Middle - 8:20 arrival - per bus per trip (Paired)	\$98.78	\$109.15
AM Pleasantdale Middle - 8:20 arrival - per bus per trip (Unpaired)	\$160.00	\$176.80
PM Pleasantdale Elementary - 3:20 departure - per bus per trip (Paired)	\$98.78	\$109.15
PM Pleasantdale Elementary - 3:20 departure - per bus per trip (Unpaired)	\$160.00	\$176.80
PM Pleasantdale Middle - 3:22 departure - per bus per trip (Paired)	\$98.78	\$109.15
PM Pleasantdale Middle - 3:22 departure - per bus per trip (Unpaired)	\$160.00	\$176.80
KDG. Pleasantdale Elementary - 11:40 a.m. Departure	\$106.43	\$117.61
KDG. Pleasantdale Elementary-12:30 a.m. Arrival	\$106.43	\$117.61
Band Route - 7:30 AM arrival at Pleasantdale Middle	\$106.43	\$117.61
Late Route - 4:25 PM departure from Pleasantdale Elementary	\$106.43	\$117.61
Late Route - 4:30 PM departure from Pleasantdale Middle	\$106.43	\$117.61
Math Shuttle	\$38.51	\$42.55
FIELD TRIP RATES		
2 HOURS OR LESS	\$209.44	\$231.43
3 HOURS OR LESS	\$209.44	\$231.43
4 HOURS OR LESS	\$279.99	\$309.39
5 HOURS OR LESS	\$350.54	\$387.35
ADDITIONAL HOURS	\$68.38	\$75.56
ATHLETIC TRIPS		
UP TO 4HOURS	\$279.99	\$309.39
ADDITIONAL HOURS	\$68.38	\$75.56