

## **AMENDMENT TO EXTENSION OF PUPIL TRANSPORTATION SERVICES AGREEMENT**

**THIS AMENDMENT** entered into as of the effective date set forth in Section 10 of this amendment is made by and between Roselle School District #12 with principle offices at 100 E Walnut St., Roselle, Illinois 60172, hereinafter called "DISTRICT" and FIRST STUDENT, INC. (formerly LAIDLAW TRANSIT, INC.) with its local operating address at 1500 Wright Blvd, Schaumburg, Illinois 60193, and its national headquarters at 191 Rosa Parks Street, 8<sup>th</sup> Floor, Cincinnati, Ohio 45202, hereinafter called "CONTRACTOR"

**WHEREAS** the parties entered into that certain Pupil Transportation Services Agreement described herein; and

**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. TERM:** The term of the Agreement shall extend for five (5) additional years commencing July 1, 2024, and continuing through June 30, 2029; thereafter this agreement may be extended on a year-to-year basis by mutual agreement of the parties, subject to the operation of ILL.Rev.Stat.Ch.105, Sec.5/29-6.1.
- 2. COMPENSATION:** Commencing July 1, 2024, the rates of compensation payable hereunder during the ensuing Contract Year shall be set forth in Exhibit "A" and are based on current number of routes.
- 3. OPERATING DAYS:** The contract year will have a minimum of one hundred and seventy-six (176) operating days.
- 4. FUEL ESCALATOR:** Fuel peg is \$3.00 per gallon. Each month, included with regular billing, increases or decreases in fuel cost will be reflected as charge or credit as defined in original bid specifications.
- 5. ASSIGNMENT:** Notwithstanding any provision to the contrary in the Agreement, the CONTRACTOR may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.
- 6. RENEGOTIATION:** In the event of unusual circumstances, such as changes in State or Federal taxes, laws or specifications, increased insurance, or surety premiums, change in service levels, driver shortages impacted by starting or average wages, or any other conditions which cause any of the Contractors operating costs hereunder to increase at a rate more than any negotiated escalation, Contractor may request a meeting to negotiate such impact. The District, however, shall have no obligation to agree to Contractor's request for rate increases
- 7. TERMINATION:** Either party may terminate all or part of this agreement for convenience upon thirty (30) days' written notice to the non-terminating party.
- 8. 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:

Dr. Mary Henderson  
Roselle School District # 12  
100 E Walnut St.  
Roselle, IL 60172

Notices to CONTRACTOR shall be addressed to:

Richard Nowicki  
Region Vice President  
First Student, Inc.  
1717 Park Street Suite 225  
Naperville, Illinois 60563

With a copy to:

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

**9. VALIDITY OF AGREEMENT:** Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If there is any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

**10. 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,** 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.

**ROSELLE SCHOOL DISTRICT #12**

**FIRST STUDENT, INC.**

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: Sr. Vice President

Date: \_\_\_\_\_

Date: 06/19/24

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: 

## ROSELLE SCHOOL DISTRICT #12

### EXHIBIT A

#### REGULAR BUS SERVICE RATES

DESCRIPTION	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Regular ED, AM or PM Single Route	\$171.05	\$191.58	\$206.90	\$216.21	\$225.94	\$236.11
Regular ED, AM or PM Double Route	\$171.05	\$191.58	\$206.90	\$216.21	\$225.94	\$236.11
Regular ED, AM or PM Triple Route	\$204.91	\$229.50	\$247.86	\$259.01	\$270.67	\$282.85
Kindergarten Midday Take Home or Take In	\$112.94	\$126.49	\$136.61	\$142.76	\$149.18	\$155.90
Shuttle, AM or PM Single Route	\$97.89	\$109.64	\$118.41	\$123.74	\$129.30	\$135.12
<b>EXTRACURRICULAR TRANSPORTATION</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Field/Athletic Trip- per mile	\$1.87	\$2.09	\$2.26	\$2.36	\$2.47	\$2.58
Field/Athletic Trip- per hour	\$44.03	\$49.31	\$53.26	\$55.66	\$58.16	\$60.78
Field/Athletic Trip- minimum	\$122.23	\$136.90	\$147.85	\$154.50	\$161.46	\$168.72
Cost per Bus Aide, per Hour, if necessary as requested by District	\$28.51	\$31.93	\$34.49	\$36.04	\$37.66	\$39.35
Summer School Route- per Day	\$459.35	\$514.47	\$555.63	\$580.63	\$606.76	\$634.07

All rates are on a "per occurrence" basis

All other terms and conditions of the original bid apply.