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: April 10, 2024 RE: Transportation Renewal for FY25

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 6%.

We negotiated one additional penalty in addition to the current penalties into our contract amendment for this year. The new penalty states, "reduction of ninety percent (90%) 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 that is started after the respective school's dismissal time when the exact route has the same issue more than two (2) days in a row."

This penalty is designed to minimize the repeated impact on families who ride a certain bus when that bus is late multiple times in a row.

As of April 10, 2024, we've requested \$9,005.11 in penalties to be deducted from our transportation bills.

Recommendation: Based on current market conditions and the newly added penalty, I recommend we renew the contract with First Student with a 6% increase.

## 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 \_\_\_\_\_\_2024 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. with its corporate offices located at 191 Rosa Parks Street, 8<sup>th</sup> Floor, Cincinnati Ohio, 45202 and its local operating offices located at 8600 W. 67TH Street, Hodgkins, Illinois 60525 (hereinafter called "CONTRACTOR" 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. <u>**TERM**</u> The term of the Agreement shall extend for one (1) additional year commencing August 1, 2024 and ending July 31, 2025; thereafter this Agreement may be extended by mutual agreement of the Parties.
- 2. <u>COMPENSATION</u> Commencing August 1, 2024, the rates of compensation payable hereunder during the 2024-2025 school 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 onehundred-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. reduction of ninety percent (90%) 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 that is started after the respective school's dismissal time when the exact route has the same issue more than two (2) days in a row.

- c. In addition to the deduction set forth in sub-section 3d., 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.
- d. A deduction of 100% of the daily rate (cost per trip) will be made for each morning or afternoon route that was uncovered/missed.
- e. 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 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, and the contractor because of an act or failure to 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.
- f. 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. <u>ESCALATION</u> 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. 191 Rosa Parks Street 8th Floor Cincinnati, OH 45202

6. <u>NO OTHER MODIFICATIONS</u>: 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 Amendment 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.	
Ву:	Ву:	
Title:	Title:	
Date:	Date:	
ATTEST:	ATTEST:	
Ву:	Ву:	

## EXHIBIT A PLEASANTDALE SCHOOL DISTRICT 107 TRANSPORTATION RATES 2024-2025

Description	2023-24	2024-25
AM Pleasantdale Elementary - 8:55 arrival - per bus per trip (Paired)	\$109.15	\$115.70
AM Pleasantdale Elementary - 8:55 arrival - per bus per trip (Unpaired)	\$176.80	\$187.41
AM Pleasantdale Middle - 8:20 arrival - per bus per trip (Paired)	\$109.15	\$115.70
AM Pleasantdale Middle - 8:20 arrival - per bus per trip (Unpaired)	\$176.80	\$187.41
PM Pleasantdale Elementary - 3:20 departure - per bus per trip (Paired)	\$109.15	\$115.70
PM Pleasantdale Elementary - 3:20 departure - per bus per trip (Unpaired)	\$176.80	\$187.41
PM Pleasantdale Middle - 3:22 departure - per bus per trip (Paired)	\$109.15	\$115.70
PM Pleasantdale Middle - 3:22 departure - per bus per trip (Unpaired)	\$176.80	\$187.41
KDG. Pleasantdale Elementary - 11:40 a.m. Departure	\$117.61	\$124.67
KDG. Pleasantdale Elementary-12:30 a.m. Arrival	\$117.61	\$127.67
Band Route - 7:30 AM arrival at Pleasantdale Middle	\$117.61	\$127.67
Late Route - 4:25 PM departure from Pleasantdale Elementary	\$117.61	\$127.67
Late Route - 4:30 PM departure from Pleasantdale Middle	\$117.61	\$127.67
Math Shuttle FIELD TRIP RATES	\$42.55	\$45.10
	¢721 12	\$245.32
2 HOURS OR LESS 3 HOURS OR LESS	\$231.43 \$231.43	\$245.32 \$245.32
4 HOURS OR LESS	\$231.43	\$243.32
5 HOURS OR LESS	\$387.35	\$410.59
ADDITIONAL HOURS	\$75.56	\$80.09
ATHLETIC TRIPS		
UP TO 4HOURS	\$309.39	\$327.95
ADDITIONAL HOURS	\$75.56	\$80.09