

**AMENDMENT AND EXTENSION TO THE PUPIL
TRANSPORTATION SERVICES AGREEMENT BETWEEN
LINCOLNWOOD SCHOOL DISTRICT 74 AND FIRST STUDENT, INC.**

THIS AMENDMENT ("Amendment") Is made by and effective as of the 6th day of April 2022 by and between LINCOLNWOOD SCHOOL DISTRICT 74, with principal offices at 6950 N. East Prairie Road Lincolnwood, IL 60712, hereinafter called "DISTRICT" and FIRST STUDENT, INC., with Its national headquarters at 600 Vine St., Cincinnati, OH 45202 and principal business offices for purposes of this Agreement located at 1717 Park Street, Suite 225, Naperville, IL 60563 hereinafter called "CONTRACTOR" and collectively called "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 effective August 1, 2018.

WHEREAS, the Parties previously amended certain provisions of the Agreement and extended its term effective August 1, 2020.

WHEREAS, the Parties desire to amend certain provisions of the Agreement again and extend its term effective August 1, 2021.

WHEREAS, the Parties desire to amend certain provisions of the Agreement again and extend its term effective August 1, 2022.

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 Agreement shall extend for one additional year commencing August 1, 2022 and continuing through July 31, 2023; thereafter this Agreement may be extended on a year-to-year basis by mutual agreement of the Parties, subject to the operation of 105 ILCS 5/29-6.1, as amended from time to time.

2. COMPENSATION: Commencing August 1, 2022, the rates of compensation will increase by 7.00% for the 2022-23 school year. Rates are listed in attached Exhibit A and are based on the current number of routes.

3. **ENTIRE AGREEMENT:** The terms of this Amendment, the original Agreement, and all other amendments set forth the entire Agreement between District and Contractor concerning the subject matter hereof. To the extent that the terms of this Amendment supplement, amend or replace terms from the original Agreement, the terms of this Amendment shall control.

4. **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:

Ms. Leslie Norgren
Region Vice President
First Student, Inc. 1717 Park Street, Suite 225
Naperville, IL 60563

With a copy to:

General Counsel
First Student, Inc.
600 Vine St.
Cincinnati, OH 45202

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.

**LINCOLNWOOD SCHOOL
DISTRICT 74**

FIRST STUDENT

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

By: _____

By: _____

Exhibit A

Lincolnwood School District #74		
	2021-22	2022-23
AM Rate per Route - Single	\$ 126.61	\$ 135.47
AM Rate per Route - Dual	\$ 63.29	\$ 67.72
AM Rate per Route - Dual Paired with District 219 credit back to District	\$ 109.08	\$ 116.71
PM Rate per Route - Single	\$ 126.61	\$ 135.47
PM Rate per Route - Dual	\$ 63.29	\$ 67.72
PM Rate per Route - Dual Paired with District 219 credit back to District	\$ 109.08	\$ 116.71
Mid-Day Rate per Route (Pre-Kingergarten)	\$ 89.31	\$ 95.56
Before School Activity Rate per route	\$ 100.77	\$ 107.82
After School Activity Rate per Route	\$ 100.77	\$ 107.82
Extracurricular Charter Rate per hour	\$ 59.54	\$ 63.71
*The above prices are inclusive of the District 219 equipment surcharge		
District 219 equipment surcharge AM or PM route	\$ 41.10	\$ 43.98
District 219 equipment surcharge Midday or Activity route	\$ 10.28	\$ 10.99

TRANSPORTATION CONTRACT

AGREEMENT made the 29th day of April, 2015, between
Lincolnwood SCHOOL DISTRICT FIRST STUDENT, INC.
(hereinafter referred to as the "District") and ~~CONTRACTOR, INC.~~ (hereinafter referred to
as the "Contractor").

Term of Contract.

The Contractor, for and in consideration of the payments to be made as hereinafter set forth in the Cost Schedule attached hereto as Appendix A, hereby agrees to transport students that the District must transport by law and students that have independently agreed to pay for transportation to and from the schools of the Districts and all special routes as defined herein as well as all students requiring transportation for extracurricular activities including activity trips, field trips, and transportation for such events as are required by the Board or its authorized agent from August 1, 2015, through July 31, 2018. The term of this contract may be extended at the option of the District for two (2) additional one (1) year periods. Notice of the extension of the contract shall be provided to the Contractor in writing not later than March 31st of the year of termination.

Local Office and On-Duty Dispatcher/Manager.

The Contractor shall maintain a local bus office parking lot and bus garage within Niles Township or within a ten-mile radius of the intersection of Skokie Boulevard and Oakton Street in Skokie, Illinois. The local office shall be staffed with a manager and at least one dispatcher from 6:00 a.m. to 6:00 p.m. on school days. When buses are in use outside of this time period, a dispatcher or manager will be available by cell phone and pager within five (5) minutes to respond to concerns of the School District.

Indicate the location where the buses will be housed and maintained. The facility must house all functions, including storage of buses, maintenance and dispatch operations of the contractor.

Contract Documents.

The "Contract Documents" shall consist of this Agreement, the Bid Specifications (including but not limited to the Instructions to Bidders, References, all requisite certifications, bid and performance bonds, insurance, and bid form), the Cost Schedule attached as Appendix A. Appendix C and D to this document are merely to assist in the bidding process, and shall not be deemed binding contractual requirements. The Bid Specifications and the Cost Schedule are hereby incorporated into this Agreement as though they were fully set forth herein and shall have the same force and effect as any other provision in this Agreement. In the event of a conflict between the Bid Specifications and this Agreement, the Bid Specifications shall prevail. Upon award of this Contract, the Bid Specifications will be attached hereto as Appendix B, and the Cost Schedule is attached hereto as Appendix A. In attaching, it is the intent of the parties that both appendices are hereby made a part of this Agreement.

Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless, and defend the Boards of Education of Districts, its officials, employees and agents from and against all suits, actions, legal proceedings, claims, demands, damages, losses, and expenses, including attorneys' fees, in any manner caused by, arising from, incident to, connected with or growing out of the operation of school buses and other vehicles used to transport students under this Contract, in accordance with the liability insurance policies procured by Contractor under this Agreement. Said policies are subject to review and approval by the District.

Document Supremacy

In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of the Contract shall prevail over all other documents. The terms and provisions of the bid specifications shall prevail over the bid sheet.

Compensation

Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications and the Attachments in the amounts listed in the bid sheet submitted by Contractor.

Complete Understanding

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

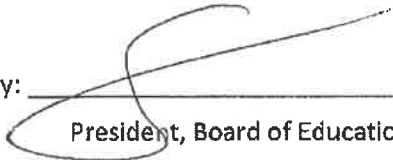
Amendments

No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

WHEREAS, the Parties have duly executed and entered into this Contract as of the day and year set forth above.

BOARD OF EDUCATION


FIRST STUDENT, INC.
CONTRACTOR, INC.

By: 

President, Board of Education

By: 

Authorized Representative

Attest: 

Secretary, Board of Education

Attest: 

Appendix A

Lincolnwood School District #74	2015-16	2016-17	2017-18
AM Rate per Route - Single	\$106.31	\$108.44	\$110.61
AM Rate per Route - Dual	\$53.16	\$54.22	\$55.30
AM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	\$93.16	\$94.22	\$95.30
PM Rate per Route - Single	\$106.31	\$108.44	\$110.61
PM Rate per Route - Dual	\$53.16	\$54.22	\$55.30
PM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	\$93.16	\$94.22	\$95.30
Mid-day Rate per Route (Pre-Kindergarten)	\$75.00	\$76.50	\$78.03
Before School Activity Rate per route	\$75.00	\$76.50	\$78.03
After School Activity Rate per Route	\$75.00	\$76.50	\$78.03
Extracurricular Charter Rate per hour	\$50.00	\$51.00	\$52.02

**FIRST AMENDMENT AND EXTENSION TO THE PUPIL
TRANSPORTATION SERVICES AGREEMENT BETWEEN LINCOLNWOOD SCHOOL
DISTRICT 74 AND FIRST STUDENT, INC.**

March THIS AMENDMENT ("Amendment") is made by and effective as of the 1st day of March, 2018 by and between LINCOLNWOOD SCHOOL DISTRICT 74, with principal offices at 6950 East Prairie Road Lincolnwood, IL 60712, hereinafter called "DISTRICT" and FIRST STUDENT, INC., with its national headquarters at 600 Vine St., Cincinnati, OH 45202 and principal business offices for purposes of this Agreement located at 1717 Park Street, Suite 225, Naperville, IL 60563 hereinafter called "CONTRACTOR" and collectively called "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 desire to amend certain provisions of the Agreement again and extend its term effective August 1, 2018

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 Agreement shall extend for two additional years commencing August 1, 2018 and continuing through July 31, 2020; thereafter this 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, 2018, the rates of compensation will increase by 3.25% for the 2018-19 school year over the 2017-18 school year and 2.75% for the 2019-20 school year over those rates for the 2018-19. Rates are listed in attached Exhibit A and are based on the current number of routes.
3. **ENTIRE AGREEMENT:** The terms of this Amendment and the original Agreement set forth the entire Agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. To the extent that the terms of this Amendment supplement, amend or replace terms from the original Agreement, the terms of this Amendment shall control

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:

Bob Ciserella, Business Manager/CSBO
Lincolnwood School District 74
6950 East Prairie Road
Lincolnwood, IL 60712

Notices to CONTRACTOR shall be addressed to:

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

With a copy to:

General Counsel
First Student, Inc.
600 Vine St.,
Cincinnati, OH 45202

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.

**LINCOLNWOOD SCHOOL
DISTRICT 74**

By: _____

Title: Board President

ATTEST:

By: _____

FIRST STUDENT, INC.

By: _____

Title: Sr. Vice President

ATTEST:

By: _____

EXHIBIT A

Lincolnwood School District #74	Current		
	2017-18	2018-19	2019-20
AM Rate per Route - Single	\$110.61	\$114.20	\$117.35
AM Rate per Route - Dual	\$55.30	\$57.10	\$58.67
AM Rate per Route - Dual Paired with District 219 credit back to District	\$95.30	\$98.40	\$101.10
PM Rate per Route - Single	\$110.61	\$114.20	\$117.35
PM Rate per Route - Dual	\$55.30	\$57.10	\$58.67
PM Rate per Route - Dual Paired with District 219 credit back to District	\$95.30	\$98.40	\$101.10
Mid-day Rate per Route (Pre-Kindergarten)	\$78.03	\$80.57	\$82.78
Before School Activity Rate per route	\$88.03	\$90.89	\$93.39
After School Activity Rate per Route	\$88.08	\$90.94	\$93.44
Extracurricular Charter Rate per hour	\$52.02	\$53.71	\$55.19
*The above prices are inclusive of the District 219 equipment surcharge			
District 219 equipment surcharge AM or PM route	\$40.00	\$41.30	\$42.44
District 219 equipment surcharge Midday or Activity route	\$10.00	\$10.33	\$10.61

**SECOND AMENDMENT AND EXTENSION TO THE PUPIL
TRANSPORTATION SERVICES AGREEMENT BETWEEN LINCOLNWOOD
SCHOOL DISTRICT 74 AND FIRST STUDENT, INC.**

THIS AMENDMENT ("Amendment") is made by and effective as of the 7th day of May, 2020 by and between LINCOLNWOOD SCHOOL DISTRICT 74, with principal offices at 6950 N. East Prairie Road Lincolnwood, IL 60712, hereinafter called "DISTRICT" and FIRST STUDENT, INC., with its national headquarters at 600 Vine St., Cincinnati, OH 45202 and principal business offices for purposes of this Agreement located at 1717 Park Street, Suite 225, Naperville, IL 60563 hereinafter called "CONTRACTOR" and collectively called "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 effective August 1, 2018.

WHEREAS, the Parties desire to amend certain provisions of the Agreement again and extend its term effective August 1, 2020.

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 Agreement shall extend for one additional year commencing August 1, 2020 and continuing through July 31, 2021; thereafter this 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, 2020, the rates of compensation will increase by 5.0% for the 2020-21 school year. Rates are listed in attached Exhibit A and are based on the current number of routes.
3. **ENTIRE AGREEMENT:** The terms of this Amendment and the original Agreement set forth the entire Agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. To the extent that the terms of this Amendment supplement, amend or replace terms from the original Agreement, the terms of this Amendment shall control

4. **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:


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

With a copy to:

General Counsel
First Student, Inc.
600 Vine St.
Cincinnati, OH 45202

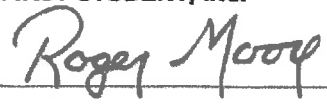
IN WITNESS WHEREOF, this Amendment has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

**LINCOLNWOOD SCHOOL
DISTRICT 74**

By: 
Title: Board President

ATTEST: 
By: _____

FIRST STUDENT, INC.

By: 
Title: Senior Vice President

ATTEST:
By: _____

JOHN

EXHIBIT A

Lincolnwood School District #74	Current	
	2019-20	2020-21
AM Rate per Route - Single	\$117.35	\$123.22
AM Rate per Route - Dual	\$58.67	\$61.60
AM Rate per Route - Dual Paired with District 219 credit back to District	\$101.10	\$106.16
PM Rate per Route - Single	\$117.35	\$123.22
PM Rate per Route - Dual	\$58.67	\$61.60
PM Rate per Route - Dual Paired with District 219 credit back to District,	\$101.10	\$106.16
Mid-day Rate per Route (Pre-Kindergarten)	\$82.78	\$86.92
Before School Activity Rate per route	\$93.39	\$98.07
After School Activity Rate per Route	\$93.39	\$98.07
Extracurricular Charter Rate per hour	\$55.19	\$57.95
*The above prices are inclusive of the District 219 equipment surcharge		
District 219 equipment surcharge AM or PM route	\$40.44	\$40.00
District 219 equipment surcharge Midday or Activity route	\$10.61	\$10.00

AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES

THIS AMENDMENT is made as of the effective date set forth below (the "Effective Date") by and between the Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74 (the "District"), and First Student Inc. (the "Contractor"), together the ("Parties").

WHEREAS, THE District and the Contractor are parties to a contract for transportation services dated March 13th, 2020, expiring June 30th, 2020 (the "Contract"); and

WHEREAS, on March 13, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-05 COVID-19 ("EO 2020-05") closing public schools to student attendance through March 30, 2020; and

WHEREAS, on March 20, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-10 ("EO 2020-10"), mandating that all public and private schools remain closed through April 7, 2020; and

WHEREAS, on April 1, 2020, Illinois Governor J.B. Pritzker issues an Executive Order 2020-18 ("EO 2020-18"), mandating that all public and private schools remain closed through April 30, 2020; and

WHEREAS, the Contractor has requested that the District continue making payments to the Contractor in order to avoid the layoff and unemployment of the Contractor's bus drivers and related personnel; and

WHEREAS, the District is willing to make certain payments to the Contractor during this time when student transportation is not required in exchange for the Contractor's commitment to have bus drivers and related personnel ready to resume regular transportation operations on the day the Governor's school closing order is lifted or expires.

NOW, THEREFORE, the District and the Contractor agree to amend their Contract as follows:

SECTION 1. The District agrees to pay contractor from March 16, 2020, until April 30, 2020, an amount equal to Seventy-Nine Percent (79%) of the District's normal monthly charges under the Contract. The payment will be made following Board approval of an invoice from the Contractor, which shall not include any payments for the District's Spring Break, nor any amount for profit. Invoice amount shall be 76,565.31 per month, during the COVID-19 Shutdown. In consideration of the payment referenced in this Section 1, Contractor agrees that it shall not lay off or reduce the regular daily wages or benefits of any employee assigned to the District as of March 13, 2020. Contractor shall provide evidence that it has made the payments referenced above to the employees identified above before payment shall be due from the District to include employee list provided by ADP and Kronos. This amendment may be extended to accommodate addition school closings beyond the date established in this Amendment if mutually agreed. Contractor will clean and sanitize all buses prior to school start-up. Contractor will also provide a current list of employees and provided a credit for employees that seek other employment. Currently we have 84 drivers on our payroll. We will credit 80.00 per driver, per day for losing drivers. Documentation will be provided showing current driver list.

SECTION 2. If the Contractor or District receives revenue to include but not limited to state or federal tax credits, government grants, subsidies or any other form of compensation both Contractor and District agree to meet and negotiate in good faith an allocation between the District and the Contractor of amount of tax credit, government grant, subsidies, received by the District or contractor and settle on solutions mutually acceptable to the Parties.

SECTION 3. The district is making the payments described in Section 1 to the Contractor in reliance upon the representation of the Illinois Board of Education that such payments shall be reimbursable as part of the District's projected regular student transportation reimbursement claim(s). If the District does not receive reimbursement from the State for the amounts paid to Contractor per Section 1, above, or if such reimbursement is significantly less than their projected full reimbursement, the District shall notify Contractor, within thirty (30) days of notification of such denial or reduction, and shall agree to meet and negotiate in good faith an allocation between the District and the Contractor of amount of reimbursement not received by the District and settle on solutions mutually acceptable to the Parties.

SECTION 4. All other terms and conditions of the Contract shall remain in full force and effect. If there is any conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control. This Amendment shall be governed by Illinois law in all respects and exclusive venue for any litigations arising from or related to this Amendment shall be in the circuit court.

SECTION 5. This Amendment shall be effective upon approval by the District's Board of Education. The person signing on behalf of the Contractor represents that he/she is fully authorized to legally bind the Contractor to the obligations described above.

DISTRICT
BOARD OF EDUCATION OF
LINCOLNWOOD ELEMENTARY
SCHOOL DISTRICT 74

By:  _____
President
Date: 5-8-2020

CONTRACTOR
FIRST STUDENT, INC.

By: Leslie Norgren
Title: Regional Vice President
Date: April 16, 2020

AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES

THIS AMENDMENT is made as of the effective date set forth below (the "Effective Date") by and between the Board of Education of LINCOLNWOOD DISTRICT 74 (the "District"), and First Student Inc. (the "Contractor"), together the ("Parties").

WHEREAS, THE District and the Contractor are parties to a contract for transportation services dated March 13th.2020, expiring June 30th2020 (the "Contract"); and

WHEREAS, on March 13, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-05 COVID-19 ("EO 2020-05") closing public schools to student attendance through March 30,2020; and

WHEREAS, on March 20, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-10 ("EO 2020-10"), mandating that all public and private schools remain closed through April 7,2020; and

WHEREAS, on April 1, 2020, Illinois Governor J.B. Pritzker issues an Executive Order 2020-18 ("EO 2020-18"), mandating that all public and private schools remain closed through April 30, 2020; and

WHEREAS, the Contractor has requested that the District continue making payments to the Contractor in order to avoid the layoff and unemployment of the Contractor's bus drivers and related personnel; and

WHEREAS, the District is willing to make certain payments to the Contractor during this time when student transportation is not required in exchange for the Contractor's commitment to have bus drivers and related personnel ready to resume regular transportation operations on the day the Governor's school closing order is lifted or expires.

NOW, THEREFORE, the District and the Contractor agree to amend their Contract as follows:

SECTION 1. The District agrees to pay contractor from March 16, 2020, until June 9th, 2020, an amount equal to Seventy-Nine Percent (79%) of the District's normal monthly charges under the Contract. The payment will be made following Board approval of an invoice from the Contractor, which shall not include any payments for the District's Spring Break, nor any amount for profit. Invoice amount shall be 70,636.64 for the month of May 2020 and 16,881.73 for the month of June 2020, during the COVID-19 Shutdown. In consideration of the payment referenced in this Section 1, Contractor agrees that it shall not lay off or reduce the regular daily wages or benefits of any employee assigned to the District as of March 13, 2020. Contractor shall provide evidence that it has made the payments referenced above to the employees identified above before payment shall be due from the District to include employee list provided by ADP and Kronos. This amendment may be extended to accommodate addition school closings beyond the date established in this Amendment if mutually agreed. Contractor will clean and sanitize all buses prior to school start-up. Contractor will also provide a current list of employees and provided a credit for employees that seek other employment. Currently we have 84 drivers on our payroll. We will credit 80.00 per driver, per day for losing drivers. Documentation will be provided showing current driver list.

SECTION 2. If the Contractor or District receives revenue to include but not limited to state or federal tax credits, government grants, subsidies or any other form of compensation both Contractor and District agree to meet and negotiate in good faith an allocation between the District and the Contractor of amount of tax credit, government grant, subsidies, received by the District or contractor and settle on solutions mutually acceptable to the Parties.

SECTION 3. The district is making the payments described in Section 1 to the Contractor in reliance upon the representation of the Illinois Board of Education that such payments shall be reimbursable as part of the District's projected regular student transportation reimbursement claim(s). If the District does not receive reimbursement from the State for the amounts paid to Contractor per Section 1, above, or if such reimbursement is significantly less than their projected full reimbursement, the District shall notify Contractor, within thirty (30) days of notification of such denial or reduction, and shall agree to meet and negotiate in good faith an allocation between the District and the Contractor of amount of reimbursement not received by the District and settle on solutions mutually acceptable to the Parties.

SECTION 4. All other terms and conditions of the Contract shall remain in full force and effect. If there is any conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control. This Amendment shall be governed by Illinois law in all respects and exclusive venue for any litigations arising from or related to this Amendment shall be in the circuit court.

SECTION 5. This Amendment shall be effective upon approval by the District's Board of Education. The person signing on behalf of the Contractor represents that he/she is fully authorized to legally bind the Contractor to the obligations described above.

DISTRICT
BOARD OF EDUCATION OF
LINCOLNWOOD
SCHOOL DISTRICT 74

By: 
President, Board

Date: 6/25/20

CONTRACTOR
FIRST STUDENT, INC.

By: Leslie Norgren
Title: Regional Vice President

Date: May 26, 2020