

**AMENDMENT TO EXTENSION OF PUPIL
TRANSPORTATION SERVICES AGREEMENT
BETWEEN PROSPECT HEIGHTS SCHOOL DISTRICT
23 AND FIRST STUDENT, INC.**

THIS AMENDMENT entered into as of the 1st day of August 2020, is made by and between PROSPECT HEIGHTS SCHOOL DISTRICT 23 with principle Offices at 700 North Schoenbeck Road, Prospect Heights, (hereinafter called "DISTRICT"), and FIRST STUDENT, INC. with its local operating address at 1717 West Park Street, Naperville, Illinois 60563 and its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202, (hereinafter called "CONTRACTOR"). The DISTRICT and CONTRACTOR are collectively called the "PARTIES."

WHEREAS, the parties entered into that certain Pupil Transportation Services Agreement dated July 1, 2017 and as amended August 1, 2020, (hereinafter the "Agreement"), and all contingencies placed upon the bid specifications, 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 two (2) additional years commencing August 1, 2020 and continuing through July 31, 2022; 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 August 1, 2020, the rates of compensation payable here under during the ensuing Contract Year shall be set forth in Exhibit "A" and are based on current number of routes and bell times. Exhibit "A" will increase 4.5% for the 2020-2021 school year and by 3% for the 2021-2022 school year.
3. **Increase/Decrease in Services:** District may increase or decrease services to be provided by Contractor under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements as set for the in this Agreement and in the corresponding RFP, Contractor shall be permitted to adjust rates at which services are provided to cover increase or decreases in cost structure associated with such changes by District.
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.
5. **Amendment of Contract.** The July 2017 Contract between the Board and the Contractor is amended as follows:
 - A. Strike 4.3

- B. 13.2 Use of any personal communication devices are not allowed while on routes. No texting, photography or phone communications are allowed.
- C. 13.4.1 All drivers are required to adhere to all State of Illinois licensing requirements including a valid driver's license with the appropriate endorsements. Drivers servicing routes are not to be driving on permits.
- D. 15.2 All buses shall be equipped with GPS devices (Zonar), to provide accurate tracking of buses on routes.
- E. 16.2 At no time is it allowed for drivers to eject students from a bus. In the event of a situation, the bus will stop and contact dispatch for further instructions.

Notices to DISTRICT shall be addressed to:

Amy McPartlin Chief School Business Official
PROSPECT HEIGHTS SCHOOL DISTRICT 23
Prospect Heights, Illinois 60070

Notices to CONTRACTOR shall be addressed to:

Freddie Sims
District Manager
First Student, Inc.
1717 Park Street, Ste 225
Naperville, IL 60563

With a copy to:

General Counsel
First Student, Inc.
600 Vine Street
Suite 1400
Cincinnati, Ohio 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.

School District Name

First Student, Inc.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

