

**SECOND AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT
BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 5
AND FIRST STUDENT, INC.**

THIS SECOND AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT (hereinafter “Second Amendment”) is made and entered into as of the 20th day of April, 2020 by and between the Board of Education (the “Board”) of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (“District”) and First Student, Inc. (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties entered into that certain Student Transportation Services Agreement dated July 1, 2015 (hereinafter the “Agreement”); and

WHEREAS, the Parties entered into that certain Amendment to Student Transportation Services Agreement dated November 1, 2016 (hereinafter the “First Amendment”); and

WHEREAS, the Parties entered into that certain Student Transportation Services Extension Agreement dated January 24, 2018 (hereinafter the “First Extension Agreement”); and

WHEREAS, the Parties entered into a second Student Transportation Services Extension Agreement dated February 26, 2020 (hereinafter the “Second Extension Agreement”); and

WHEREAS, on March 9, 2020, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois a disaster area in response to the outbreak of COVID-19 (the “First Disaster Proclamation”); and

WHEREAS, on March 13, 2020, Governor Pritzker issued [Executive Order 2020-05](#) directing the closure of all public and private schools in Illinois commencing Tuesday, March 17, 2020 through Monday, March 30, 2020; and

WHEREAS, on March 20, 2020, Governor Pritzker issued [Executive Order 2020-10](#) extending the closure of all public and private schools in Illinois through Tuesday, April 7, 2020; and

WHEREAS, Executive Order 2020-10 also ordered all individuals currently living within the State of Illinois to stay at home or at their place of residence through April 7, 2020, except as allowed by the Executive Order. The Executive Order allows people to leave their home or place of residence for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses and Operations; and

WHEREAS, the District is a local governmental body and falls under the Essential Governmental Functions exemption as well as the Essential Businesses and Operations exemption and has determined the Contractor to be an essential contractor during the closure; and

WHEREAS, on April 1, 2020, Governor Pritzker again declared all counties in the State of Illinois a disaster area due to the outbreak of COVID-19 (the “Second Disaster Proclamation”) and issued [Executive Order 2020-18](#) extending the closure of all public and private schools in Illinois for the duration of the First Disaster Proclamation and Second Disaster Proclamation (collectively the “Gubernatorial Disaster Proclamations”), which currently extends through April 30, 2020; and

WHEREAS, according to the Illinois State Board of Education’s (“ISBE”) [Guidance for Illinois Schools and Districts During COVID-19 State Emergency updated March 23, 2020](#), ISBE will base Transportation Reimbursement on expenditures and all allowable transportation expenditures incurred during the closure will be claimable for Transportation Reimbursement; and

WHEREAS, school districts are encouraged by ISBE to work with their bus contractors to make payments to ensure that all personnel, including bus monitors and bus drivers, can continue to be paid during the closure. If school districts choose to negotiate and execute a contract amendment with their bus contractors to make payments during the closure to ensure transportation personnel will be paid in full, those expenditures will be reimbursed for state Transportation Reimbursement; and

WHEREAS, District and Contractor desire to amend the Agreement to ensure that for the closure period from March 17, 2020 through the duration of the Gubernatorial Disaster Proclamations (the "Closure Period") the Contractor is reimbursed for all actual allowable compensation and benefits paid by the Contractor to its hourly employees regularly employed to provide Student Transportation Services to the District (e.g. school bus drivers, monitors, mechanics) and to its salaried employees assigned to the District.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **COMPENSATION.** Subject to payment from the State of Illinois as part of the District's Transportation Reimbursement, the District will reimburse the Contractor for all actual allowable compensation and benefits, including employee wages and benefits and certain overhead costs essential to maintaining the workforce and location, as calculated in Section 2 below, paid by the Contractor to its hourly employees regularly employed to provide Student Transportation Services to the District (e.g. school bus drivers, monitors, mechanics) and to its salaried employees assigned to the District.

If the District does not receive payment from the State of Illinois for the compensation and benefits paid to Contractor as provided in this Section, Contractor agrees to refund the District the total amount of said compensation and benefits.

In the event that the Closure Period is extended by the Governor, the Parties agree to discuss an extension to this Second Amendment.

2. In order to calculate the reimbursement, Contractor shall provide the District with access to records that demonstrate, to the District's satisfaction, employees' continued employment and compensation (based on their regular working hours), and overhead expenses associated therewith. Such records shall include without limitation:
 - (a) a list of all bus drivers, monitors, mechanics, and hourly employees providing services to the District during the Closure Period;
 - (b) Payroll records (including salary or wages and benefits) for the employees listed in Section 2(a) during the Closure Period.
 - (c) An itemized record of reasonable overhead expenses associated with maintaining the workforce and such other activities as are essential to ensure that Contractor is able to maintain the location and provide the Student Transportation Services when school reopens. Such overhead expenses shall include: fleet & other capital expenses (50%); workers compensation insurance; and automobile liability insurance.
3. **ESSENTIAL SERVICES.** Provided that such services are permitted as essential services as set forth in Executive Order 2020-10, Contractor shall be required to have management available for meetings, to continue to perform scheduled and deferred maintenance, to provide delivery of food service and other agreed items to agreed locations, and to generally be on-call during the Closure Period.

4. To the extent that the State of Illinois excludes Contractor personnel from the classification of essential personnel, the Parties will excuse each other from in-person commitments. See also Section 3 of this Second Amendment.
5. **CONTINUITY OF OPERATIONS PLAN.** In order to mitigate the risk of employees not returning to work for Contractor following the Closure Period and/or for the 2020-2021 school year, Contractor shall work with the District to provide the District by April 24, 2020, with a plan acceptable to the District for the retention of employees and continuity of operations so as to meet Contractor's obligations to provide the Student Transportation Services for the current school year and the 2020-2021 school year as required under the Second Extension Agreement. Notwithstanding the foregoing, the parties recognize the changing nature of the COVID-19 pandemic emergency and will continue to meet and confer and make appropriate changes to any plan on an ongoing basis.

Except as set forth herein, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this Second 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.

**COMMUNITY UNIT SCHOOL DISTRICT
NO. 5, MCLEAN AND WOODFORD
COUNTIES, ILLINOIS**

FIRST STUDENT, INC.

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

ATTEST:

Its: _____

Its: _____