

AMENDMENT TO SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES AND TRANSPORTATION CONTRACT

THIS AMENDMENT ("Amendment") is entered into by and between the Lisle Community Unit School District 202 ("District") and Sunrise Southwest, L.L.C. ("Contractor") (collectively referred to herein as "the Parties").

WITNESSETH

WHEREAS, the Parties entered into a contract for the provision of student transportation services, effective July 1, 2018 ("Contract");

WHEREAS, the Parties mutually desire to extend the terms of the Contract pursuant to the terms of the Amendment agreed to herein;

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. TERM: The term of the Contract shall be extended for three (3) years and be in effect from July 1, 2025 to June 30, 2028 ("Term").

2. COMPENSATION:

- a. Contractor shall provide all services pursuant to the Contract and shall be compensated according to the following rate changes shown in Exhibit A. The rate changes are as follows:
 - Rates for the 2025-2026 school year will be a 4.0% increase from the base rates set for the 2024-2025 school year.
 - Rates for the 2026-2027 school year will be a 4.0% increase from the base rates set for the 2025-2026 school year.
 - Rates for the 2027-2028 school year will be a 4.0% increase from the base rates set for the 2026-2027 school year.
- b. Contractor and District agree to the following changes regarding Monitors: When a Contractor provided Monitor is required on a route by the District, Monitors will be billed at a minimum of 2 hours for each AM route and 2 hours for each PM route, even if the route time is less than 2 hours per run. If the AM and PM routes exceed 2 hours, or the Monitor is required on a midday route, the Monitor will be billed on actual route time from terminal start to terminal return. The cost of the Monitor on shared routes will be divided

by the number of districts requiring the Monitor for their students. The Contractor agrees to allow the District to request a report on Monitor hours paid compared to the Monitor hours billed for their District's routes.

- 3. DEFINITIONS: The following definitions are mutually agreed upon for the purpose of categorizing routes for billing purposes:
 - a. Single Route is defined as an AM or PM route where students are picked up in a single run and delivered to single school.
 - b. Double Route is defined as an AM or PM route where students are picked up in a single run and delivered to two separate schools.
 - c. Triple Route is defined as an AM or PM route where students are picked up in a single run and delivered to three separate schools.
 - d. A Midday Route is defined as a one-way trip that operates between the hours of 9:00AM and 2:00PM Central on school days. Midday routes will be billed based on the following criteria:
 - In-District Routes are routes that originate and end within the District's defined boundaries.
 - Out-of-District routes are routes where the origination or the destination are outside of the District's defined boundaries. If both the origination and destination are outside of the district's defined boundaries, the Out-of-District rate will apply.
- 4. NOTICE TO PARTIES: All such notices and other written communication shall be sent to the persons and addresses listed below:

If to the District:

David Wilkinson Director of Finance Lisle Community Unit School District 202 925 Burlington Ave Lisle, IL 60532

If to Contractor:

Don Tibbets Chief Executive Officer Sunrise Southwest, L.L.C. 3050 Finley Rd. Suite 300C Downers Grove, IL 60515 dtibbets@sunrisebus.com

- 5. AMENDMENTS AND DOCUMENTS: Except as amended herein, all other terms and conditions of the Contract and previous amendments shall remain in full force and effect. No subsequent alteration, amendment, change, addition, deletion, or modification to this Amendment shall be binding upon the Parties unless reduced to writing and duly agreed to, authorized, and signed by each.
- 6. FORCE MAJEURE: In the event Contractor is unable to provide the services specified in the Contract because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action, public health danger, pandemic, or any other condition of cause beyond Contractor's control, District shall excuse Contractor from performance under the Contract and this Amendment.
- 7. IN WITNESS WHEREOF, the Parties have signed this Amendment below:

FOR CONTRACTOR:							
25							
Signature							
<u>Don Tibbets</u> Name							
Chief Executive Officer Title							
3/19/2 <u>\$</u>							
FOR DISTRICT:							
Signature							
Name							
Title							
Date							

Exhibit A

Single Double Triple One Way Midday	MINI BUS \$184.00 \$196.00 \$210.00 MIDDAY \$82.00	RATE SHEET FO SUBURBAN \$149.00 \$156.00 \$163.00	OR JULY 1, 20 W/C BUS \$190.00 \$203.00 \$216.00 BUS AIDES \$30.00	MPV \$163.00 \$168.00 \$174.00	FIELD TRIPS 2 hour minimum rate additional hourly rate Shuttles One Way Shuttle One Way W/C Shuttle	\$82.00 \$41.00 \$165.00 \$190.00	
RATE SHEET FOR JULY 1, 2025-JUNE 30, 2026							
	MINI BUS	SUBURBAN	W/C BUS	MPV	FIELD TRIPS		
Single	\$191.36	\$154.96	\$197.60	\$169.52	2 hour minimum rate	\$85.28	
Double	\$203.84	\$162.24	\$211.12	\$174.72	additional hourly rate	\$42.64	
Triple	\$218.40	\$169.52	\$224.64	\$180.96	•	•	
L. Bin in	MIDDAY	BUS AIDES					
In-District Out-of-District	\$85.28 \$149.00	\$31.20 an hour					
Single Double Triple	MINI BUS \$199.01 \$211.99 \$227.14	RATE SHEET FO SUBURBAN \$161.16 \$168.73 \$176.30	W/C BUS \$205.50 \$219.56 \$233.63	026-JUNE 30, MPV \$176.30 \$181.71 \$188.20	2027 FIELD TRIPS 2 hour minimum rate additional hourly rate	\$88.69 \$44.35	
In-District	MIDDAY \$88.69		BUS AIDES \$32.45 a	n hour			
Out-of-District	\$154.96		Ф 32.43 d	iii iioui			
RATE SHEET FOR JULY 1, 2027-JUNE 30, 2028							
	MINI BUS	SUBURBAN	W/C BUS	MPV	FIELD TRIPS		
Single	\$206.97	\$167.60	\$213.72	\$183.35	2 hour minimum rate	\$92.24	
Double	\$220.47	\$175.48	\$228.35	\$188.98	additional hourly rate	\$46.12	
Triple	\$236.22	\$183.35	\$242.97	\$195.73			
In-District Out-of-District	MIDDAY \$92.24 \$161.16						