

**AMENDMENT TO EXTEND SPECIAL EDUCATION IN-DISTRICT  
TRANSPORTATION SERVICES AGREEMENT**

**THIS AMENDMENT** entered into as of the effective date set forth in Section 10 \_\_\_ of this Amendment is made by and between \_\_\_\_\_, with principal offices at \_\_\_\_\_, hereinafter called "DISTRICT" and FIRST STUDENT, INC. with its local operating address Hopewell Transportation 505 East North Avenue, Carol Stream, Illinois 60188 and its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202, hereinafter called CONTRACTOR.

**WHEREAS**, the parties entered into that certain Pupil Transportation Services Agreement dated \_\_\_\_\_ (hereinafter the "Agreement"); and

**WHEREAS**, the parties desire to extend the term of the Agreement further and amend certain portions thereof;

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **TERM:** The term of the Agreement shall extend for one (1) additional year commencing on the first day of July 2022 for the 2022-2023 school year and ending June 30, 2023; 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, as amended from time to time.
2. **COMPENSATION:** Commencing with the first day of July of the 2022-2023 fiscal year, the rates of compensation payable hereunder shall be as set forth in Exhibit "A" (the "Rates").
3. **OPERATING DAYS:** This contract will have a minimum of one-hundred-seventy-six (176) operating days.
4. **REDUCTION IN SERVICE:** If the average daily number of routes, mid-day runs, shuttles or after school runs including late runs is changed by ten percent (10%) or more from the 2021-2022 school year run schedule, Contractor, upon written notice to District, may request an adjustment to rates, and the parties shall negotiate in good faith. If the parties cannot reach an agreement, Contractor may terminate the Agreement upon one hundred and eighty (180) days' written notice to District and prior to such termination shall provide services at the rates set forth in the Agreement.

5. **ACCIDENT PROTOCOL:** Contractor will request and not require that a driver involved in any accident go for a non-DOT drug screen. In the case that there is a DOT regulation or Contractor policy that requires a drug screening, then the driver will be required to take the drug screen.
6. **FLEET:** Contractor will operate a fleet that is compliant with the original bid specifications.
7. **RENEGOTIATION:** In the event of unusual circumstances, such as changes in State or Federal taxes, laws or specifications, increased insurance, or surety premiums, change in service levels, driver shortages impacted by starting or average wages, or any other conditions which cause any of the Contractors operating costs hereunder to increase at a rate more than any negotiated escalation, Contractor shall request a meeting to negotiate such impact. The District, however, shall have no obligation to agree to Contractor's request for rate increases.
8. **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:

Notices to CONTRACTOR shall be addressed to:

William McDermott  
Area General Manager  
1352 N Cedar Road  
New Lenox, IL 60451

With a copy to:

General Counsel  
First Student, Inc.  
600 Vine Street  
Suite 1400  
Cincinnati, Ohio 45202

**9. VALIDITY OF AGREEMENT:** Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If there is any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

**10. EFFECTIVE DATE:** This Amendment shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

**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.

\_\_\_\_\_

**FIRST STUDENT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

