

**AMENDMENT TO PUPIL TRANSPORTATION SERVICES AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT 256, RED WING PUBLIC SCHOOLS  
AND FIRST STUDENT, INC.**

**THIS AMENDMENT** is made and entered into as of the 16th day of March, 2020 by and between Independent School District 256, Red Wing Public Schools ("District") and First Student, Inc. ("Contractor") (collectively, the "Parties").

**WHEREAS**, the Parties entered into that certain Pupil Transportation Services Agreement dated July 1, 2016 (hereinafter the "Agreement"); and

**WHEREAS**, District may temporarily, intermittently, or permanently suspend classes during the current 2019/20 school year due to the COVID-19 pandemic (each a "Closure Period"); and

**WHEREAS**, District and Contractor wish to amend the Agreement to ensure that during a Closure Period, Contractor is compensated for allowable transportation expenditures, including, but not limited to, compensation of school bus drivers, monitors, administrators, as well as facility, fleet, technology, maintenance, and other overhead costs.

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

1. **COMPENSATION** The rates of compensation payable to the Contractor during a Closure Period are as follows: 90% of the contracted daily rate (AM, Midday and PM Routes) based on service levels immediately prior to the Closure Period.

In the event that a Closure Period continues into subsequent school years during the Term of the Agreement, the Parties shall renegotiate an equitable adjustment in compensation.

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

**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.

**[DISTRICT]**

By: 

Title: Superintendent

**ATTEST:**

By: 

**FIRST STUDENT, INC.**

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

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

**ATTEST:**

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