

**AMENDMENT AND EXTENSION TO THE PUPIL
TRANSPORTATION SERVICES AGREEMENT BETWEEN
LINCOLNWOOD SCHOOL DISTRICT 74 AND FIRST STUDENT, INC.**

THIS AMENDMENT ("Amendment") Is made by and effective as of the 26th day of April 2021 by and between LINCOLNWOOD SCHOOL DISTRICT 74, with principal offices at 6950 N. East Prairie Road Lincolnwood, IL 60712, hereinafter called "DISTRICT" and FIRST STUDENT, INC., with Its national headquarters at 600 Vine St., Cincinnati, OH 45202 and principal business offices for purposes of this Agreement located at 1717 Park Street, Suite 225, Naperville, IL 60563 hereinafter called "CONTRACTOR" and collectively called "Parties."

WHEREAS, the CONTRACTOR was the successful bidder on March 16, 2015 and operated the student transportation services for the DISTRICT for the school years of 2015-16 through 2017-18 per the specifications provided in the bid process and all contingencies placed upon the bid specifications by the CONTRACTOR in its proposal and executive summary (the "Agreement").

WHEREAS, the Parties previously amended certain provisions of the Agreement and extended its term effective August 1, 2018.

WHEREAS, the Parties previously amended certain provisions of the Agreement and extended its term effective August 1, 2020.

WHEREAS, the Parties desire to amend certain provisions of the Agreement again and extend its term effective August 1, 2021.

NOW, THEREFORE, the Parties mutually agree as follows:

All terms used herein, unless otherwise defined in this Amendment, shall have the same meaning as set forth in the Agreement. Following the effective date of this Amendment, future references to the Agreement in any communication or document between the DISTRICT and CONTRACTOR shall mean the Agreement incorporating the changes and/or additions in this Amendment.

- 1. TERM:** The term of the Agreement shall extend for one additional year commencing August 1, 2021 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 105 ILCS 5/29-6.1, as amended from time to time.
- 2. COMPENSATION:** Commencing August 1, 2021, the rates of compensation will increase by 2.75% for the 2021-21 school year. Rates are listed in attached Exhibit A and are based on the current number of routes.
- 3. E-LEARNING DAYS:** Beginning August 1, 2021, if the District implements an E-Learning Day for reasons other than COVID-19 (e.g. inclement weather), the District shall pay the Contractor 80% of the fees that the Contractor would have been entitled to for regular routes had

instruction been conducted in-person, for up to three (3) E-Learning Days per school year. For each of the E-Learning Days for which payment is made by the District, the Contractor, in consultation with the District, will implement a day of professional development for all of the Contractor's drivers and attendants at no additional cost to the District.

4. 2020-21 COVID COMPENSATION: For regular routes not run during the 2020-21 school year, the CONTRACTOR will receive compensation based on 35% of the contractual cost of those routes for a total of \$68,134.67. This compensation will include retention of half of the CARE Credit received by First Student totaling \$23,603.18 for wages paid due to the Spring 2020 Amendment with the District. The retention amount shall be credited against the amount due above, for a remaining amount due of \$44,531.49, which shall be billed in prorated amounts over the CONTRACTOR's invoices through the end of the 2021-2022 school year.

If the Contractor or District receives revenue to include but not limited to state or federal tax credits, government grants, subsidies or any other form of compensation both Contractor and District agree to meet and negotiate in good faith an allocation between the District and the Contractor of amount of tax credit, government grant, subsidies, received by the District or contractor and settle on solutions mutually acceptable to the Parties. The foregoing shall not apply to the District's claims for State reimbursement for pupil transportation services, for which the District remains solely entitled to receipt. The contractor will continue to pursue all possible relief to mitigate the financial effects of the pandemic.

5. ENTIRE AGREEMENT: The terms of this Amendment, the original Agreement, and all other amendments set forth the entire Agreement between District and Contractor concerning the subject matter hereof. To the extent that the terms of this Amendment supplement, amend or replace terms from the original Agreement, the terms of this Amendment shall control.

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. Notices to DISTRICT shall be addressed to:

Courtney Whited
Business Manager/CSBO
Lincolnwood School District 74
6950 N. East Prairie Rd.
Lincolnwood, IL 60712

Notices to CONTRACTOR shall be addressed to:

Ms. Leslie Norgren
Region Vice President
First Student, Inc. 1717 Park Street, Suite 225
Naperville, IL 60563

With a copy to:

General Counsel
First Student, Inc.
600 Vine St.
Cincinnati, OH 45202

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.

**LINCOLNWOOD SCHOOL
DISTRICT 74**

By: _____

Title: _____

Attest:

By: _____

FIRST STUDENT

By: Roger Moore

Title: Sr. Vice President

Attest:

By: Rachel Alyea

Exhibit A

Lincolnwood School District #74	Current	
	2020-21	2021-22
AM Rate per Route - Single	\$ 123.22	\$ 126.61
AM Rate per Route - Dual	\$ 61.60	\$ 63.29
AM Rate per Route - Dual Paired with District 219 credit back to District	\$ 106.16	\$ 109.08
PM Rate per Route - Single	\$ 123.22	\$ 126.61
PM Rate per Route - Dual	\$ 61.60	\$ 63.29
PM Rate per Route - Dual Paired with District 219 credit back to District	\$ 106.16	\$ 109.08
Mid-Day Rate per Route (Pre-Kingergarten)	\$ 86.92	\$ 89.31
Before School Activity Rate per route	\$ 98.07	\$ 100.77
After School Activity Rate per Route	\$ 98.07	\$ 100.77
Extracurricular Charter Rate per hour	\$ 57.95	\$ 59.54
*The above prices are inclusive of the District 2019 equipment surcharge		
District 219 equipment surcharge AM or PM route	\$ 40.00	\$ 41.10
District 219 equipment surcharge Midday or Activity route	\$ 10.00	\$ 10.28