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AMENDMENT TO CONTRACT FOR TRANSPORTATION SERVICES

THIS AMENDMENT is made as of the effective date set forth below (the "Effective Date") by and between the Board of Education of_ LINCOLNWOOD DISTRICT 74 _ (the "District"), and___ First Student Inc. _ (the "Contractor"), together the ("Parties").

WHEREAS, THE District and the Contractor are parties to a contract for transportation services dated _March 13th, 2020_, expiring _June 30th 2020_ (the "Contract"); and

WHEREAS, on March 13, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-05 COVID-19 ("EO 2020-05") closing public schools to student attendance through March 30, 2020; and

WHEREAS, on March 20, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-10 ("EO 2020-10"), mandating that all public and private schools remain closed through April 7, 2020; and

WHEREAS, on April 1, 2020, Illinois Governor J.B. Pritzker issues an Executive Order 2020-18 ("EO 2020-18"), mandating that all public and private schools remain closed through April 30, 2020; and

WHEREAS, the Contractor has requested that the District continue making payments to the Contractor in order to avoid the layoff and unemployment of the Contractor's bus drivers and related personnel; and

WHEREAS, the District is willing to make certain payments to the Contractor during this time when student transportation is not required in exchange for the Contractor's commitment to have bus drivers and related personnel ready to resume regular transportation operations on the day the Governor's school closing order is lifted or expires.

NOW, THEREFORE, the District and the Contractor agree to amend their Contract as follows:

SECTION 1. The District agrees to pay contractor from March 16, 2020, until June 9th, 2020, an amount equal to Seventy-Nine Percent (79%) of the District's normal monthly charges under the Contract. The payment will be made following Board approval of an invoice from the Contractor, which shall not include any payments for the District's Spring Break, nor any amount for profit. Invoice amount shall be 70,636.64 for the month of May 2020 and 16,881.73 for the month of June 2020, during the COVID-19 Shutdown In consideration of the payment referenced in this Section 1, Contractor agrees that it shall not lay off or reduce the regular daily wages or benefits of any employee assigned to the District as of March 13, 2020. Contractor shall provide evidence that it has made the payments referenced above to the employees identified above before payment shall be due from the District to include employee list provided by ADP and Kronos. This amendment may be extended to accommodate addition school closings beyond the date established in this Amendment if mutually agreed. Contractor will clean and sanitize all buses prior to school start-up. Contractor will also provide a current list of employees and provided a credit for employees that seek other employment. Currently we have 84 drivers on our payroll. We will credit 80.00 per driver, per day for losing drivers. Documentation will be provided showing current driver list.

SECTION 2. 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.

SECTION 3. The district is making the payments described in Section 1 to the Contractor in reliance upon the representation of the Illinois Board of Education that such payments shall be reimbursable as part of the District's projected regular student transportation reimbursement claim(s). If the District does not receive reimbursement from the State for the amounts paid to Contractor per Section 1, above, or if such reimbursement is significantly less than their projected full reimbursement, the District shall notify Contractor, within thirty (30) days of notification of such denial or reduction, and shall agree to meet and negotiate in good faith an allocation between the District and the Contractor of amount of reimbursement not received by the District and settle on solutions mutually acceptable to the Parties.

SECTION 4. All other terms and conditions of the Contract shall remain in full force and effect. If there is any conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control. This Amendment shall be governed by Illinois law in all respects and exclusive venue for any litigations arising from or related to this Amendment shall be in the circuit court.

SECTION 5. This Amendment shall be effective upon approval by the District's Board of Education. The person signing on behalf of the Contractor represents that he/she is fully authorized to legally bind the Contractor to the obligations described above.

DISTRICT
BOARD OF EDUCATION OF
LINCOLNWOOD
SCHOOL DISTRICT 74
By: _____
President
Date: _____

CONTRACTOR
FIRST STUDENT, INC.
By: Leslie Norgren
Title: Regional Vice President
Date: May 26, 2020