

**AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT BETWEEN
OAK PARK SCHOOL DISTRICT 97 AND LAKEVIEW BUS LINES, INC.**

This Amendment (the “Amendment”) to a Student Transportation Services Agreement is executed on the date last written below, by and between **Oak Park School District 97** (the “District”) and **Lakeview Bus Lines, Inc.** (the “Contractor,” and together with the District, the “Parties”).

WHEREAS, on or about **April 24, 2018** the Parties executed a certain Student Transportation Services Agreement for the transportation of the District’s special education students, with a term commencing **August 31, 2018** (the “Agreement”);

WHEREAS, as of March 9, 2020, the Governor of Illinois declared all counties in the State of Illinois to be a disaster area as a result of the ongoing spread of the COVID-19 virus (“COVID-19”);

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic;

WHEREAS, on March 15, 2020, the Governor of Illinois issued Executive Order 2020-06, which closed all public and private schools in Illinois for educational purposes from March 17, 2020 through March 30, 2020, due to the outbreak of COVID-19;

WHEREAS, on April 1, 2020, the Governor of Illinois executed Executive Order 2020-18, which continued and extended Executive Order 2020-06 and the closure of all public and private schools through the duration of the Gubernatorial Disaster Proclamation, then through April 30, 2020; and

WHEREAS, the Parties expect that on April 30, 2020, the Governor of Illinois will execute Executive Order 2020-18, continuing and extending Executive Order 2020-06 and the closure of all public and private schools through the duration of the Gubernatorial Disaster Proclamation (the collective school closures from March 17, 2020 through the duration of the Gubernatorial Disaster Proclamation shall be referred to as the “Shutdown”); and

WHEREAS, under the terms and conditions of the Agreement, the District has no obligation to compensate the Contractor for transportation services not rendered due to the Shutdown; however, the District and Contractor recognize their shared interest in facilitating the Contractor’s retention of drivers, monitors, and certain other employees during the Shutdown, such that Contractor has the staffing capacity to resume performing transportation services for the District after the Shutdown.

NOW, THEREFORE, in consideration of these recitals, and the terms and conditions of the Agreement, and intending to be legally bound, the Parties agree as follows:

1. **Shutdown Compensation.** As compensation to pay its drivers and monitors during the Shutdown, Contractor shall separately invoice the District, and the District shall process and pay the Contractor the following amounts in accordance with the following payment schedule (the “Shutdown Compensation”): \$400,000 as a single invoice to be provided by Lakeview for special education transportation services

2. **Resumption of Services.** After the Shutdown expires, or on a date as directed by the District for any subsequent contract year, the Contractor shall immediately fully staff and resume its services in accordance with the Agreement or any subsequent contract.

3. **Credit for Shutdown Compensation that is Not Reimbursed by the Federal or State Government.** In the event that any of the District's Shutdown Compensation is not reimbursed, funded, or appropriated from ISBE ("Non-Reimbursed Shutdown Compensation"), Contractor agrees to pay the District or give the District a credit for the amount of the Non-Reimbursed Shutdown Compensation. Once the reimbursement from ISBE is known, the District shall calculate the Non-Reimbursement Shutdown Compensation amount and provide the figure to Lakeview. In the event the District awards Contractor a contract for transportation services during subsequent school years, the Parties agree that the Contractor will amortize the credit over the course of the following three school years (2020-2021, 2021-2022, and 2022-2023) with a minimum credit of one-third (33.33%) of the Non-Reimbursed Shutdown Compensation during each school year. In the event the District terminates Contractor during a subsequent school year, Contractor shall pay the District any remaining balance of Non-Reimbursed Shutdown Compensation within ninety (90) days.

4. **Reservation of Rights.** The District reserves all rights, remedies and defenses under the Agreement, and no provision of this Amendment, nor any performance of this Amendment, shall be construed to waive any right, remedy or defense available to the District under the Agreement or by statute or common law.

5. **Extended Shutdown and Limitation to Special Education Transportation Services.** If the Shutdown is extended by state or federal action into the 2020-2021 school year, any additional Shutdown Compensation is conditioned on and subject to the subsequent written agreement of the Parties. The Parties agree that this Amendment shall only apply to Contractor's services transporting the District's special education students, and nothing in this Amendment shall apply to any contract the District has with Contractor to provide regular transportation services.

6. **Attorneys' Fees.** In the event of any litigation arising from this Agreement, as amended by this Amendment, the non-prevailing Party shall pay the prevailing Party's attorneys' fees and court costs.

7. **Governing Law.** The Agreement and this Amendment shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. The sole and exclusive venue for any dispute is the county in which the District's administrative offices is located. The Parties consent to personal jurisdiction in Illinois with respect to all claims arising from the Agreement or from this Amendment.

8. **Order of Precedence.** To the extent of any conflict between this Amendment and the Agreement, this Amendment shall control.

9. **Effective Date.** This Amendment is binding and enforceable on the later of the date it is approved by the District's Board of Education, or the date it is fully executed by the Parties.

10. **Integration.** All other provision of the Agreement shall remain in full force. The Agreement, as modified by this Addendum, constitutes the complete agreement of the Parties with respect

to its subject matter. The Agreement, as modified by this Addendum, may only be modified by the subsequent written agreement of the Parties.

Executed on the date last written below, by and between:

Oak Park School District 97

Lakeview Bus Lines, Inc.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A

[Attach list or schedule of Contractor's employees that will receive Shutdown Compensation]

