

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

**THIS AMENDMENT AND EXTENSION of the Pupil Transportation Services Agreement** is made by and effective as of the 8th day of April 2019 by and between LAGRANGE SCHOOL DISTRICT 105 with principal offices at 1001 South Spring Avenue, La Grange Illinois 60525 hereinafter called "DISTRICT" and FIRST STUDENT, INC., hereinafter called "CONTRACTOR" with its corporate offices located at 600 Vine Street, Suite 1400, Cincinnati Ohio, 45202 and its local operating offices located at 8600 W 67<sup>th</sup> Street, Hodgkins, Illinois 60525 and together called "PARTIES".

**WHEREAS**, the parties entered into that certain Pupil Transportation Services Agreement dated April 19, 2001; amended on July 8, 2002, May 16, 2003, May 6, 2004, February 16, 2005, February 24, 2006, April 2007, April 14, 2008, August 7, 2009, April 8, 2010, August 15, 2011, April 27, 2012, April 16, 2013, May 10, 2014, April 13, 2015, April 19, 2016, May 21, 2017 and April 8, 2019 (hereinafter the "Agreement"); and incorporating all contingencies placed upon the bid specifications, and

**WHEREAS**, the parties desire to amend certain provisions of the Agreement and extend its term;

**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. Terms of this *Amendment* shall control regarding any conflicting or inconsistent language between this Amendment and 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. To the extent there is any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

1. **TERM.** The term of the Agreement shall extend for one (1) additional year commencing July 1, 2019 and continuing through June 30, 2020; thereafter this agreement may be extended on a year-to-year basis by mutual agreement of the parties, subject to the operation of 105 Ill. Comp. Stat. 5/29-6.1, as amended from time to time.
2. **COMPENSATION** Commencing July 1, 2019, the rates of compensation payable hereunder during the ensuing Contract Year are set forth in Exhibit "A," which is attached hereto and incorporated by reference. This rate increase is based on the current number of routes, pairings and bell times.
3. **RENEGOTIATION** The District agrees that any significant changes affecting the Contractor's cost to operate (i.e. changes in the number of routes, pairing scenarios with other school districts) will be cause for good faith renegotiation of the contract.

**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:

Ms. Yasmine Dada  
Director of Business Services  
Lagrange School District 105  
1001 South Spring Avenue  
La Grange, IL 60525

Notices to CONTRACTOR shall be addressed to:

Ms. Leslie Norgren  
Area General Manager  
First Student, Inc.  
1717 Park Street, Suite 225  
Naperville, IL 60563

With a copy to:

General Counsel  
FirstGroup America, Inc.  
600 Vine Street  
Suite 1400  
Cincinnati, OH 45202

- 5. ASSIGNMENT** This Agreement shall not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. However, the Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company. At all times the parent, First Group America Inc., shall be ultimately responsible for performance under this Agreement.
- 6. SERVICE LEVEL ADJUSTMENTS** District may increase or decrease services to be provided by Contractor under this RFP. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements contained in this RFP, Contractor shall be permitted to adjust rates at which services are provided to cover increase or decreases in cost structure associated with such changes by District.
- 7. NO OTHER MODIFICATIONS** Except as amended 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.

**LAGRANGE SCHOOL DISTRICT 105**

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

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

**ATTEST:**

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

**FIRST STUDENT, INC.**

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

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

**ATTEST:**

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

**LA GRANGE SCHOOL DISTRICT 105**

**EXHIBIT A**

**2019 - 2020**

<b>School Year</b>	<b>2018-2019</b>	<b>2019-2020</b>
	<b>Rate Per One-Way</b>	<b>Rate Per One-Way</b>
1. Regular Daily Routes (7AM & 7PM) (excludes Kdg, Band, Early Dismiss & Field Trips)	\$82.62	\$85.92
2. Midday Kindergarten Routes (Ideal School) (2 Routes)	\$58.63	\$60.97
3. Midday Kindergarten Routes (Hodgkins School) (2 Routes)	\$58.63	\$60.97
4. Ideal Late Route (T-W-Th)	\$69.89	\$72.68
5. Band Run #1 (5 Days)	\$69.89	\$72.68
6. Band Run #2 (M-T-W-Th PM)	\$69.89	\$72.68
7. Early Band Route (5 days)	\$69.89	\$72.68
8. Gurrie Late Bus (M-T-W-Th)	\$69.89	\$72.68
9. Early Dismissals (Additional Charge)	\$47.88	\$49.79
9a. Help Shuttle 1-way	\$35.48	\$36.89
10. Estimated Cost of Performance Bond = 2% of the estimated annual cost (if required)		
11. Early Childhood		
AM/PM - per route (1 AM & 1 PM per Day)	\$81.00	\$84.24
Mid-Day - per route (1 per day)	\$74.60	\$77.58
12. Field Trip Rates		
Time Charges:		
2 hours or less	\$168.63	\$175.37
3 hours or less	\$198.05	\$205.97
4 hours or less	\$215.74	\$224.36
5 hours or less	\$242.92	\$252.63
Each additional quarter hour	\$10.54	\$10.96
Minimum charge on athletic trips 4 hours		
Mileage Charge:	\$2.57	\$2.67

Please explain if charges are based on Time or Mileage and list any additional conditions or charges.

Conflict fee: \$83.40 \$86.73

If trip is scheduled before 9:00 AM or between 2:30 - 4:30 PM when schools are in session.