

**SECOND AMENDMENT TO STUDENT TRANSPORTATION SERVICES AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT 200
AND ILLINOIS CENTRAL SCHOOL BUS, LLC**

This Second Amendment (the “Second Amendment”) to an Agreement for Transportation Services is executed on the Effective Date defined below, by and between the Board of Education of Community Unit School District 200 (the “District”) and Illinois Central School Bus, LLC (the “Contractor,” and together with the District, the “Parties”).

WHEREAS, on or about March 13, 2019, the Parties executed a certain Student Transportation Services Agreement with a term commencing July 1, 2019 and ending June 30, 2022 (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 at least March 30, 2020, due to the outbreak of COVID-19;

WHEREAS, on March 20, 2020, the Governor of Illinois issued Executive Order 2020-10, which, among other things, ordered residents of Illinois to stay at home and cease non-essential business and operations through at least April 7, 2020, as a result of COVID-19;

WHEREAS, on April 1, 2020, the Governor of Illinois issued Executive Order 2020-18, which, among other things, extended the term of the Shutdown through April 30, 2020, as a result of COVID-19, as may be extended from time-to-time thereafter (the “Shutdown”);

WHEREAS, on April 3, 2020, the Parties executed a certain letter agreement to compensate Contractor in the amount of \$308,490.24 for the period from March 15, 2020 through March 28, 2020 (the “Interim Letter Agreement”);

WHEREAS, on April 9, 2020, the Parties executed a certain first amendment to the Agreement, to provide Shutdown Compensation to the Contractor for the period commencing April 5, 2020 until terminated by the District (the “First Amendment”);

WHEREAS, the District properly terminated the First Amendment effective June 3, 2020;

WHEREAS, under the terms and conditions of the Agreement, the Parties agree the District has no obligation to compensate the Contractor for transportation services not rendered due to the Shutdown; however, the District and Contractor continue to recognize their shared interest in facilitating the Contractor’s retention of certain employees and other corporate functions during the 2020-2021 school year, such that Contractor had and has the staffing and operational capacity to resume performing transportation services for the District after the Shutdown, to ensure the continuity of education for the District’s students, and thus, under this Second Amendment, the District desires to compensate the Contractor with Additional Shutdown Compensation for the period from September 1, 2020 through

January 11, 2021, and regardless of any services that may have been provided by Contractor during this period (the “Additional Shutdown Compensation”); and

WHEREAS, the Governor of Illinois’s last gubernatorial disaster proclamation related to COVID-19 was issued May 28, 2021 and remains in effect through June 27, 2021.

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. **Mitigation of Shutdown Impact.** During and after the Shutdown, the Contractor shall continue to use commercially reasonable efforts to mitigate the financial impact of the Shutdown on the Contractor’s operations and business interests. Specifically, and without limitation, the Contractor shall continue to take any and all commercially reasonable actions to mitigate the financial impact of COVID-19 and/or the Shutdown on Contractor and its business interests (collectively, the “Shutdown Mitigation”).

2. **Additional Shutdown Compensation.** To compensate the Contractor for expenses related to the retention of certain employees and other corporate functions during the Shutdown the period from September 1, 2020 through January 11, 2021, the District shall within thirty (30) days after the Effective Date of this Second Amendment pay the Contractor a single lump sum payment of \$549,666.47 (the “Additional Shutdown Compensation”). The intent of this Additional Shutdown Compensation is, first, to facilitate the Contractor’s payment of wages during this period to its drivers, monitors, and local staff serving the District, and, second, to facilitate Contractor’s payment of other expenses and allocations of other fixed costs during this period. This Additional Shutdown Compensation excludes Contractor’s separate compensation for Meal Services, which will be or have been separately invoiced and paid by the District in accordance with the Agreement. In consideration of this Additional Shutdown Compensation, the Contractor represents and warrants that during and after the period from September 1, 2020 through January 11, 2021, it did not reduce the hours of, layoff, dismiss, furlough, or terminate, except for cause, any of its drivers, monitors, or local staff serving the District due to the impact of COVID-19 or the resulting Shutdown, and that it will not do so in the future.

3. **State Reimbursement.** In accordance with Section 29-5 of the Illinois School Code, 105 ILCS 5/29-5, and in accordance with Part 120 of Title 23 of the Illinois Administrative Code, governing transportation reimbursements to school districts, 23 Ill. Admin. Code Part 120, the District will seek reimbursement from the State Board of Education for a portion of the District’s payment of the Additional Shutdown Compensation under this Second Amendment, and such request will seek the maximum reimbursement allowed by law. If such claim for reimbursement is denied, the District will notify Contractor, and Contractor shall within thirty (30) days after receiving such notice refund the amount of \$274,833.24 to the District via cashiers or certified check, or via ACH transfer to an account designated by the District. In lieu of such refund, and in the sole discretion of the District, the District may elect to accept a credit memorandum from Contractor in the amount of \$274,833.24, which credit may be applied by the District to future invoices received from the Contractor for services rendered.

4. **Reservation of Rights.** The District reserves all rights, remedies and defenses under the Agreement, and no provision of this Second Amendment, nor any performance of this Second 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. **Attorneys' Fees.** In the event of any litigation arising from this Agreement, as amended by this Second Amendment, the non-prevailing Party shall pay the prevailing Party's attorneys' fees and court costs.

6. **Governing Law.** The Agreement and this Second 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 Second Amendment.

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

8. **Effective Date.** This Second Amendment is binding and enforceable on the date it is approved by the District's Board of Education and executed by both Parties (the "Effective Date").

9. **Integration.** All other provision of the Agreement remain in full force. The Agreement and those documents attached thereto and incorporated therein, as modified by the preceding First Amendment and this Second Amendment, constitutes the complete agreement of the Parties with respect to its subject matter. The Agreement, as modified by the First Amendment and this Second Amendment, may only be modified by the subsequent written agreement of the Parties.

Executed on the Effective Date, by and between:

**The Board of Education of
Community Unit School District 200**

By: _____

Its: _____

Date: _____

Illinois Central School Bus, LLC

By: Dan O'Brien

Its: Director of Business Development

Date: June 3, 2021