

**SECOND AMENDMENT AND EXTENSION OF PUPIL TRANSPORTATION SERVICES BID
AGREEMENT BETWEEN BLOOMINGDALE SCHOOL DISTRICT 13
AND FIRST STUDENT, INC.**

THIS AMENDMENT is made and entered into as of the ____ day of _____, 2025 by and between Bloomingdale School District 13 (“District”) with principle offices at 164 Euclid Avenue, Bloomingdale, IL 60108, and First Student, Inc. (“Contractor” and, collectively, the “Parties”) with its national headquarters at 191 Rosa Parks Street, 8th Floor, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 1500 Wright Blvd., Schaumburg, IL 60193.

WHEREAS, the parties entered into that certain Pupil Transportation Services Bid Agreement dated April 12, 2022, which is comprised of the District’s Bid Package for Regular Student Transportation (“District’s Bid Package”), Contractor’s Bid Form, and Additional Contract Language (hereinafter collectively referred to as the “Agreement”);

WHEREAS, the parties entered into that Amendment to the Agreement dated May 23, 2022; and

WHEREAS, the parties desire to further extend the term of the Agreement, as amended, and amend certain portions thereof;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of the Agreement shall extend for five (5) additional years commencing July 1, 2025 and continuing through June 30, 2030; thereafter this agreement may be extended on a year-to-year basis by mutual agreement of the parties. Either party may terminate this agreement for convenience upon not less than sixty (60) days’ prior written notice to the other party.
2. **COMPENSATION** Commencing July 1, 2025, the rates of compensation payable hereunder during the ensuing Contract Year shall be set forth in Exhibit “A” and are based on current number of routes.
3. **BUS REQUIREMENTS.** District’s Bid Package Conditions of Contract Section 19. is deleted and replaced by the following new Section 19:

“Contractor shall cause all equipment used during the term of this contract to comply with all Federal, State and local statutes, regulations, ordinances, rules, policies, school bus specifications, and safety legislation governing bus transportation in the State of Illinois. Contractor shall present suitable evidence certifying that the Contractor will have ample buses available and ready for use at the beginning of and throughout each contract school year and that the vehicles shall be not older than 12 years of age at the beginning of the first day of transportation, and that the average fleet age shall be not greater than 8 years unless otherwise agreed upon by the District.”

4. **ILLINOIS E-LEARNING DAYS LAW.** The following provision is added to the Agreement:

District shall comply with ILCS 5/10-20.56 (E-learning Days Law) to the extent applicable.

5. **INDEMNITY**. District's Bid Package Conditions of Contract Section 36. is deleted and replaced by the following new Section 36:

"Contractor shall indemnify, defend and hold harmless the District, its Board of Education, individual board members, administrators, employees, agents and representatives (collectively the "Indemnitees") from and against any and all claims, demands, causes of action, losses, liabilities, and damages, including reasonable attorneys' fees and court costs, to the extent arising from the negligence or willful misconduct of Contractor, its agents or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District."

6. **PAYMENT**. District's Bid Package Conditions of Contract Section 39. is deleted and replaced by the following new Section 39:

Contractor will submit to District a detailed monthly statement of its services rendered during the prior month in a form acceptable to the District. The District may at any time direct Contractor to change the formatting of its invoices or to add more details as required by the District. Each invoice shall itemize each route serviced by Contractor during the immediately preceding month, including the number of times the route was driven and the bid rate applicable to that route. Each invoice shall calculate the fuel reimbursement due by the District to the Contractor or any fuel refund due by the Contractor to the District. Contractor shall deliver invoices to the District no later than the third weekday of each month. District shall pay all undisputed amounts due to the Contractor in accordance with the IL Local Governments Prompt Payment Act. If any portion of the billed service in the statement is disputed by District or the District seeks a revised invoice, District shall deliver written notice specifying the disputed amount or requested revisions to the Contractor within five (5) business days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement or reject the invoice in the future.

7. **TERMINATION FOR CAUSE**. Additional Contract language Termination for Cause is deleted and replaced by the following new provision:

"If the Contractor violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the District to terminate this Agreement in accordance with the following procedure: The District shall give the Contractor fourteen (14) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 14-day default notice period the Contractor has not remedied the purported violation or taken steps to do so, the District may terminate this Agreement as follows: within five (5) days following the last day of the 14-day default notice period, the District shall give the Contractor not less than five (5) days' notice of termination.

If the District violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the Contractor to terminate this Agreement in accordance with the following procedure: The Contractor shall give the District fourteen (14) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 14-day default notice period the District has not remedied the purported violation or taken steps to do so, the Contractor may terminate this

Agreement as follows: within five (5) days following the last day of the 14-day default notice period, the Contractor shall give the District not less than five (5) days' notice of termination."

8. TRIGGER FOR RENEGOTIATION: Additional Contract language Trigger for Renegotiation is deleted and replaced by the following new provision:

"District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes and schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under this Agreement ("Schedule Readjustments"). However, where Schedule Readjustments impact by 10% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this Agreement, the District and the Contractor shall negotiate whether an adjustment of rates is reasonable to cover increases or decreases in cost structure associated with such changes by District. If the Parties do not agree to a rate increase, Contractor shall have the right to terminate this Agreement upon not less than thirty (30) days' notice."

9. 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:

Dr. Jon Bartelt
Superintendent
Bloomingdale School District 13
164 Euclid Avenue
Bloomingdale, IL 60108

Notices to Contractor shall be addressed to:

Richard Nowicki
Region Vice President
First Student
3015 E. New York Street
STE A2-262
Aurora, IL 60504

With a copy to:

General Counsel
First Student, Inc.
191 Rosa Parks Street
8th Floor
Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement 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.

BLOOMINGDALE SCHOOL DISTRICT 13

By: _____

Title: _____

ATTEST:

By: _____

FIRST STUDENT, INC.

By: _____

Title: _____

ATTEST:

By: _____

EXHIBIT A

Bloomington School District 13

Rates

5 Year Renewal						
12 yr Max Vehicle Age						
12% + 10% + 5.5% + 4% + 4%	Current	2025-26	2026-27	2027-28	2028-29	2029-30
AM/PM Routes	\$ 202.84	\$ 227.18	\$ 249.90	\$ 263.64	\$ 274.19	\$ 285.16
AM/PM Kindergarten Routes	\$ 140.15	\$ 156.97	\$ 172.66	\$ 182.16	\$ 189.45	\$ 197.03
Band Bus (Thursday Only)	\$ 75.62	\$ 84.69	\$ 93.16	\$ 98.29	\$ 102.22	\$ 106.31
Stand Alone Service- Non-Shared Routes	\$ 275.00	\$ 308.00	\$ 338.80	\$ 357.43	\$ 371.73	\$ 386.60

EXHIBIT B
Bloomington D13 Trip Rates

Destination	Current	2025-26	2026-27	2027-28	2028-29	2029-30
Local Area Trips:						
In Bloomington: Between schools, Fire Dept., Library, Sunrise Senior Center, Lifetime Fitness	\$ 173.41	\$ 194.22	\$ 213.64	\$ 225.39	\$ 234.41	\$ 243.78
In Addison: IMAX Theater	\$ 173.41	\$ 194.22	\$ 213.64	\$ 225.39	\$ 234.41	\$ 243.78
In Roselle: Coachlite Skating Rink	\$ 173.41	\$ 194.22	\$ 213.64	\$ 225.39	\$ 234.41	\$ 243.78
In Schaumburg: Woodfield Mall, Prairie Center for the Art	\$ 173.41	\$ 194.22	\$ 213.64	\$ 225.39	\$ 234.41	\$ 243.78
Chicago Area Trips:						
Wrigley Field/ Comiskey Park	\$ 277.19	\$ 310.45	\$ 341.50	\$ 360.28	\$ 374.69	\$ 389.68
Chicago Loop	\$ 277.19	\$ 310.45	\$ 341.50	\$ 360.28	\$ 374.69	\$ 389.68
Lincoln Park Zoo	\$ 277.19	\$ 310.45	\$ 341.50	\$ 360.28	\$ 374.69	\$ 389.68
Brookfield Zoo	\$ 277.19	\$ 310.45	\$ 341.50	\$ 360.28	\$ 374.69	\$ 389.68
Shedd Aquarium	\$ 277.19	\$ 310.45	\$ 341.50	\$ 360.28	\$ 374.69	\$ 389.68
Museum of Science & Industry	\$ 277.19	\$ 310.45	\$ 341.50	\$ 360.28	\$ 374.69	\$ 389.68
Wheaton Area Trips:						
Cantigny Museum	\$ 246.39	\$ 275.96	\$ 303.55	\$ 320.25	\$ 333.06	\$ 346.38
DuPage County Historical Museum	\$ 246.39	\$ 275.96	\$ 303.55	\$ 320.25	\$ 333.06	\$ 346.38
Cosley Park	\$ 246.39	\$ 275.96	\$ 303.55	\$ 320.25	\$ 333.06	\$ 346.38
Children's Museum	\$ 246.39	\$ 275.96	\$ 303.55	\$ 320.25	\$ 333.06	\$ 346.38
Long Distance Trips:						
Funway	\$ 569.80	\$ 638.18	\$ 701.99	\$ 740.60	\$ 770.23	\$ 801.04
Lorado Taft, Oregon	\$ 569.80	\$ 638.18	\$ 701.99	\$ 740.60	\$ 770.23	\$ 801.04
Great America, Gurnee	\$ 569.80	\$ 638.18	\$ 701.99	\$ 740.60	\$ 770.23	\$ 801.04
Old World Wisconsin	\$ 569.80	\$ 638.18	\$ 701.99	\$ 740.60	\$ 770.23	\$ 801.04
Athletic Trips to Surrounding Communities						
Other:						
Blackberry Farm, Aurora	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Drury Lane, Oak Brook	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Kane County Cougars	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Lizzadro Museum	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Morton Arboretum	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Power House, Zion	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Robert Crown, Hinsdale	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Sonny Acres, West Chicago	\$ 270.43	\$ 302.88	\$ 333.17	\$ 351.49	\$ 365.55	\$ 380.18
Conflicting Fee	\$ 56.32	\$ 63.08	\$ 69.39	\$ 73.20	\$ 76.13	\$ 79.18