

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ___ day of July 2025, by and between Pleasantdale School District 107 Board of Education with principal offices at 7450 S Wolf Road, Burr Ridge, Illinois 60527 (hereinafter called "District"), and First Student, Inc., with its principal place of business at 191 Rosa Parks Street, 8th Floor, Cincinnati, Ohio 45202 and local business offices for purposes of this Agreement at 8600 67th Street, Hodgkins, IL 60505 (hereinafter called "Contractor") (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS District is a member of a consortium that issued an Invitation to Bid Student Transportation Services, Bid Specifications and Conditions (the "ITB") and Contractor submitted a bid in response thereto ("Contractor's Bid"); and

WHEREAS District selected Contractor to provide the student transportation services in accordance with the ITB and Contractor's Bid; and

WHEREAS Contractor desires to provide such transportation services.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall be for five (5) years beginning on the first day of the July 1, 2025 of the 2025-2026 school year and extending through the last day of the summer school program in 2030 ("Term") for 175 school days according to the school calendar. Except as otherwise provided herein, District agrees to compensate the Contractor at the rates specified in Exhibit A, which assumes a total of 175 student transportation days.
- 1.2 This Agreement may be extended in accordance with applicable law by mutual written agreement, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before February 1st of the preceding school year.
- 1.3 Either party may terminate this Agreement for convenience at any time following the second school year of the Term upon not less than 180 days' prior written notice to the non-terminating party, with such termination to take effect on June 30th of the then-current school year.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the Term, provide transportation service as described in the District's ITB and Contractor's Bid, which are incorporated herein by reference. The Contract Documents are comprised of the District's ITB, the Contractor's Bid, and this Agreement form. In the event of a conflict between the provisions set forth in the Contract Documents, the provision set forth in this Agreement form will control. Otherwise, the terms of the ITB and Contractor's Bid shall govern the Parties' relationship. However, the provisions set forth in the Deviations (exceptions) section of the Contractor's Bid will not become part of the contract documents unless specifically set forth in this Agreement form.

- 2.2 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 or schedules, the number of vehicles and the number of spare buses will be adjusted accordingly. With notice to Contractor, District may increase or decrease service levels to be provided by Contractor under this Agreement. However, where such increases or decreases materially impact 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 the ITB, Contractor shall notify the District and the Parties shall negotiate in good faith to increase or decrease, as appropriate the rates proportionately to cover increases or decreases in cost structure associated with such changes by District. Such adjustment will be reduced to writing, signed by both Parties.
- 2.3 Contractor shall have thirty (30) days following notice of such changes to make operational adjustments to meet District requirements. During this thirty (30) day period, District shall not assess liquidated damages with respect to scheduled drop-off times, availability of buses on routes, or overall on-time performance. District shall not assess liquidated damages during the first thirty (30) days of the school year. District must notify Contractor in writing within three (3) school business days of an incident of District's intent to assess liquidated damages. District must bill Contractor for such liquidated damage within sixty (60) days of the incident. Under no circumstances may District withhold, deduct or offset compensation due to Contractor for purposes of collecting liquidated damages.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for all services rendered hereunder, District shall pay to Contractor all sums due and owing for transportation services in accordance with the rates set forth in Exhibit A.
- 3.2 Contractor will submit to District a monthly invoice for its services rendered during the prior month. District shall pay all undisputed amounts due to the Contractor in accordance with the timelines and provisions of the Illinois Local Government Prompt Payment Act.

If any portion of the billed service in the invoice 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 ten (10) business days of receipt of the statement by District.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid, interest will accrue in accordance with the Illinois Local Government Prompt Payment Act.

SECTION 4: ESCALATION

- 4.1 After the initial 5-year term, in the event of unusual circumstances, such as changes in local, state, or federal taxes, laws or regulations, District directives or specifications, increased insurance or surety premiums, increased employee benefits or wages, or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the Parties shall determine a reasonable and proportionate amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase. If the Parties do not agree to a rate increase, Contractor shall have the right to terminate this Agreement upon not less than one hundred twenty (120) days' notice and such

termination will become effective on the last day of the contract year following the termination notice period.

SECTION 5: FACILITIES AND FUEL

- 5.1 The Contractor shall furnish all fuel to be used in its performance of the Contract. Contractor's "Base Fuel Cost" shall be between \$2.50 and \$5.00 per gallon of diesel fuel, inclusive of all applicable taxes and net of any refunds or rebates, which amount shall be incorporated into the Bidder's bid. Each month during the term of the Contract, including any renewals or extensions hereof, Contractor's invoice shall include an adjustment for increases or decreases in net fuel costs actually incurred by the Contractor that are more than \$2.50 or less than \$5.00 based on the costs of fuel for that month as determined by the Bureau of Labor Statistics, Producer Price Index, Commercial User, for the price of one (1) gallon of diesel gasoline. Contractor shall use the average of the most recent four (4) weeks to determine the per gallon cost of fuel. On the 15th of every month, Contractor shall notify District of any increase/decrease to the base mileage rate which will be applied to the next month's billing.
- 5.2 Contractor shall provide parking, maintenance and administrative facilities needed to provide service under this Agreement.

SECTION 6: INDEMNIFICATION

- 6.1 To the fullest extent provided by law, the Contractor agrees to indemnify, hold harmless, and defend District, its governing board, officers, employees and agents from and against every claim, suit, action, loss, expense (including reasonable attorneys' fees and expenses) or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by 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, its agents or employees.
- 6.2 Notwithstanding the foregoing, (a) each Party shall advise the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying Party to defend such claims or investigate such notice, (b) each Party shall provide the indemnifying Party with the cooperation and assistance necessary to defend such claim requested by the indemnifying Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

SECTION 7: INSURANCE

- 7.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, insurance in such types and amounts as set forth in the ITB. Contractor shall waive subrogation only to the extent of its own negligence or willful misconduct.
- 7.2 Notwithstanding the foregoing, (a) each additional insured Party shall provide notice to the other Party in writing of any claims, notices, or additional information received by it or of which

it becomes aware for which such Party will seek insurance coverage hereunder, in such time and manner as not to impair or prejudice the ability of the primary insured Party to contact its carrier, defend such claims, and investigate such notice (for the avoidance of doubt, if a Party sends a claim to the other Party's insurance carrier, the party sending notice will also copy the other Party), (b) each additional insured Party shall provide the primary insured Party with the cooperation and assistance necessary to defend such claim requested by the primary insured Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

SECTION 8: FORCE MAJEURE

- 8.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, cyber-attack, power or communications outage, picketing, strike, pandemic, epidemic, labor dispute, labor shortages, supply chain disruption, fuel shortage, governmental action or any other condition or cause beyond Contractor's control (each a "Force Majeure Event"), District shall excuse Contractor from performance under this Agreement for the duration of such Force Majeure Event.

SECTION 9: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 9.1 Whenever school is closed and student transportation is suspended for the day, for any reason, including, but not limited to, inclement weather, impassability of roads, facilities issues, or illness, District shall notify Contractor on each day of such closure in time for Contractor to suspend operations and provide sufficient notice to its workforce not to report to work. District shall compensate Contractor the full scheduled daily rate for days when District fails to provide such notice to Contractor; provided, however, this Section 11.1 only applies to closures that do not decrease the total number of student transportation days as set forth in Section 1.1. If a closure will decrease the total number of student transportation days set forth in Section 1.1, Contractor shall be compensated in accordance with Illinois school closure law.
- 9.2 If the regular school day schedule is changed resulting in late start, early dismissal or the cancellation of scheduled Charter Transportation, District shall notify Contractor in time for Contractor to adjust operations and adequately notify its workforce of the change. District shall compensate Contractor for all costs incurred due to failure to provide adequate notice. Notwithstanding the foregoing, in the event of circumstances which necessitate a schedule change, Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible under the circumstances presented.

SECTION 10: SAFETY PROGRAM

- 10.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive student transportation safety program.

SECTION 11: MANAGEMENT PERSONNEL

- 11.1 Contractor shall employ management personnel as set forth in the ITB who shall be responsible for the efficient operation of the transportation services furnished hereunder and act as Contractor's liaison to District.

SECTION 12: NOTICE TO PARTIES

- 12.1 All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered, or certified mail.

Notices to District shall be addressed to:

Mr. Griffin Sonntag
Business Manager/ CSBO
Pleasantdale School District 107
7450 S. Wolf Road
Burr Ridge, IL 60527

Notices to Contractor shall be addressed to:

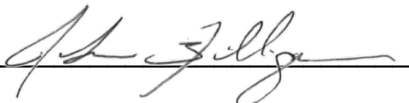
First Student, Inc.
3015 E New York Street
Suite A2-262
Aurora, IL 60504
Attention: Chris Iddings

With a copy to:

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

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.

By: 

Title: Sr. Vice President

Pleasantdale School District 107

By: _____

Title: _____

EXHIBIT A
SCOPE OF TRANSPORTATION SERVICES
RATES AND CONDITIONS

Pleasantdale SD 107
7-AM Routes, 7-PM Routes

DESCRIPTION	2025/2026
DAILY	
One way rate AM or PM paired	\$ 140.00
One way rate AM or PM unpaired	\$ 227.47
Morning Music Route	\$ 154.48
Late Route	\$ 154.48
Mid-Day Math Shuttle	\$ 54.57
FIELD TRIPS	
2 Hours or Less	\$ 257.59
3 Hours or Less	\$ 257.59
4 Hours or Less	\$ 344.35
5 Hours or Less	\$ 431.12
Each additional 1/4 hour rate	\$ 21.02
ATHLETIC TRIPS	
2 Hours or Less	\$ 257.59
3 Hours or Less	\$ 257.59
4 Hours or Less	\$ 344.35
5 Hours or Less	\$ 431.12
Each additional 1/4 hour rate	\$ 21.02