

## **SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of March 19, 2025, by and between Rochester Community Unit School District 3A, with principal offices at 4 Rocket Drive, Rochester, IL 62563-9282 (hereinafter called "District"), and First Student, Inc., with its national headquarters at 191 Rosa Parks Street, 8<sup>th</sup> Floor, Cincinnati, Ohio 45202 (hereinafter called "Contractor").

### **WITNESSETH**

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; 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 commence March 19, 2025 and shall continue through to the end of the 2024 – 2025 school year, as such school year is defined by Rochester Community Unit School District 3A adopted calendar. This Agreement may be extended by mutual written agreement in one (1) year increments, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before June 1st of the preceding school year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1<sup>st</sup> during the term of this Agreement.

### **SECTION 2: SCOPE OF SERVICES REQUIRED**

- 2.1 Contractor shall, during the term of this Agreement, supply a minimum of 2 certified school bus drivers (hereinafter called "Drivers") as able to fulfill District's needs for transportation services, to cover morning (AM) and afternoon (PM) Home-To- School routes. Anything outside of this scope would be subject to agreement between the District and Contractor and will be billed at the excess hourly rate as set forth in Exhibit A. Dry Runs or any related preparatory work will be billed at the Weekday daily rate set forth in Exhibit A. Contractor Drivers will utilize District vehicles for performing this work.
- 2.2 Contractor and District will work together to determine what the needs and availability are for the duration of the 2024/2025 school year.

- 2.3 If the District requires more than the initial allotment, the Contractor will provide the requested amount if available. The intent will be that any borrowed driver will be for the remainder of the school year once added unless otherwise stated at the time of assignment.
- 2.4 Contractor may swap out Drivers as needed should a reason occur as to why a Driver could not continue. Contractor will make reasonable effort to provide a spare Driver if an assigned Driver cannot continue their service to the district.

### SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, Customer shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein.

Contractor will submit to Customer a monthly statement of its services rendered during the prior month period. After verification of the statement, Customer shall pay the full amount due to Contractor on or before the 30th business day following the date on which the statement has been submitted. The exception would be if the invoice was being contested and / or being corrected or the invoice due date was being revised in writing and agreed to by both parties.

In the event that customer fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice by Customer, Contractor shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of repeated delinquency by Customer, Contractor shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

If any statement amount is disputed by Customer, Customer shall deliver written notice specifying the disputed amount to Contractor within 10 days of receipt of the statement by Customer. In the absence of Customer timely providing said written notice, Customer waives any right to dispute said statement in the future. Customer shall pay all amounts due to Contractor upon resolution of disputed amounts.

### SECTION 4: ESCALATION

- 4.1 In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums 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 just amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase.

### SECTION 6: ROUTES AND SCHEDULES

- 6.1 District shall be primarily responsible for planning all routes, stops and schedules. District shall furnish Contractor's drivers with complete route information before the anticipated start date of assigned routes. Contractor's driver will perform a dry run which will be charged at the weekday daily rate set forth in Exhibit A.

### SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 45 business days of any request, those reports and records which may

be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.

- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District, and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the district as soon as practicable in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

#### SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees, administrators and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by Contractor's gross negligence 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, student-upon-student violence; routing; or Contractor's good faith adherence to District's policies, procedures, directives. Contractor agrees to indemnify, hold harmless the district for any contractor driver fault accidents and vehicle damage. These damages will be covered by Contractor if fault has been determined to be driver fault related.

#### SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers, and other personnel. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$10,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos; Upon request, Contractor agrees to provide to District proof of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such proof of insurance to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with proof of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.
- 9.2 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business and at limits of not less than \$2,000,000.00.

#### SECTION 10: FORCE MAJEURE

- 10.1 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, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement.

#### SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor half the daily rate per driver in cases of late notification under (2) hours or drivers reporting to work without notification of dismissal or cancellation.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible considering the circumstances presented.

#### SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers.

#### SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Contractor support manager is Dan Thompson (email: [danield.thompson@firststudentinc.com](mailto:danield.thompson@firststudentinc.com)) located at 555 South Dirksen, Springfield, IL 62703. Location Phone number 217-414-3513. Location hours of operation are from 6:00 AM to 6:00 PM Monday – Friday. Emergency contact manager is Chris Coyle ([christopher.coyle@firststudnetinc.com](mailto:christopher.coyle@firststudnetinc.com)) Contract Manager phone number (815) 908-8496. District is not responsible for paying salaries or any cost relating to Contractor's support managers.
- 13.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the leased driver service, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

#### SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ several qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service as stated in the Section 2: Scope of Services Required.

- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. To the extent permitted by law, District shall indemnify, defend, and hold Contractor harmless from and against all claims, expenses, or liabilities by or to a removed Contractor employee arising from the removal of that employee based on the district's request.
- 14.4 The District shall not, without Contractor's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment of any person who is a Contractor employee assigned as a driver to the District. If the District hires, makes any agreement with or permits employment of any such employee, it is agreed by District that Contractor shall suffer a loss and District shall pay Contractor an amount as agreed upon by both the Contractor and the District up to, but not exceeding \$22,000 as compensation for the investment of training and development of the driver.
- 14.5 Contractor shall provide qualified Drivers licensed in accordance applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise Contractor of District's requirements for training or qualification for drivers or driver/trainers. Any training that is outside of the normal training that the Contractor provides will be billed to the district using the rate set forth in Exhibit A. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:
- 14.5.1 Drivers must have a valid license or permit that authorizes such person to operate a school bus in the state of Illinois.
- 14.5.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.
- 14.5.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- 14.5.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.
- 14.5.5 BACKGROUND CHECKS: CONTRATOR AGREES THAT EACH PERSON WHO WILL PERFORM WORK UNDER THIS AGREEMENT AND INTERACT WITH DISTRICT STUDENTS WILL BE SUBJECTED TO A CRIMINAL BACKGROUND CHECK BY THE DISTRICT SIMILAR TO THAT WHICH THE DISTRICT IS LEGALLY OBLIGATED TO PERFORM ON ANY NEW EMPLOYEE. CONTRATOR AGREES TO PROVIDE THE DISTRICT WITH A SIGNED RELEASE BY WHICH EACH EMPLOYEE

AUTHORIZES SUCH BACKGROUND CHECK. IF, AS A RESULT OF THE BACKGROUND CHECK, THE DISTRICT DOES NOT WISH AN INDIVIDUAL TO SERVE UNDER THIS CONTRACT, CONTRACTOR AGREES TO THE EXTENT POSSIBLE, TO FURNISH ANOTHER PERSON WITHIN ONE (1) WEEK. IF SUCH PERMANENT REPLACEMENT CANNOT BE LOCATED WITHIN ONE WEEK, CONTRACTOR CAN FILL THE POSITION WITH A SUBSTITUTE UNTIL A PERMANENT EMPLOYEE CAN BE RETAINED, PROVIDED THAT A PERMANENT REPLACEMENT MUST BE FOUND WITHIN SIX (6) WEEKS.

14.5.6 Meet any other criteria required by law or by District's policies, rules, or regulations.

#### SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The district shall have the right to review course content.
- 15.2 Prior to the start of the Contractor's drivers operating district vehicles time may be provided at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement. This meeting could include the discussion of matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.

#### SECTION 16: PUPIL DISCIPLINE/VANDALISM

- 16.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to operate District's buses properly and safely. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

#### SECTION 17: ASSIGNMENT

- 17.1 This Agreement shall not be assigned by the parties hereto, without the written consent of District, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

#### SECTION 18: TERMINATION

- 18.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (15) 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 15-day default

notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 15-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

18.2 District can cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before April 1st prior to the end of any Contract Year for services to be rendered in the following Contract Year.

19.1 Either party may terminate this Agreement for convenience upon not less than sixty (60) days prior written notice to the other party. In the event that the District does not receive the required state funding to fund the program, the District may issue a Thirty (30) day notice to cancel the contract. The district will be required to pay for all services that have been performed by the Contractor.

#### SECTION 20: SURVIVAL

20.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

#### SECTION 21: STATUS OF CONTRACTOR

21.1 In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

#### SECTION 22: SEVERABILITY

22.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

#### SECTION 23: EXTENSION AND MODIFICATION

23.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

#### SECTION 24: NOTICE TO PARTIES

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

Notices to District shall be addressed to:

Rochester Community Unit School District 3A  
4 Rocket Drive, Rochester, IL 62563-9282  
Attn: Kris Kahler

Notices to Contractor shall be addressed to:

Dan Thompson  
555 South Dirksen  
Springfield, IL 62703

With a copy to:

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

- 24.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

#### SECTION 25: ENTIRE AGREEMENT

- 25.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

#### SECTION 26: COMPLIANCE WITH THE LAW

- 26.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state, and local laws, rules, and regulations in providing transportation services described herein.

#### SECTION 27: DISPUTE RESOLUTION

- 27.1 The parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

#### SECTION 28: PLACE OF CONTRACT/CONTROLLING LAW

- 28.1 This Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles. All references in this Agreement to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws, or requirements of the State of Illinois. The parties agree that any action instituted against either party to this Agreement shall be commenced in the jurisdiction and venue within the State of Illinois.

#### SECTION 29: AUTHORITY

- 29.1 Both parties warrant that they are properly authorized to enter into this Agreement.



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

Rochester Community Unit School District 3A  
District

First Student, Inc.  
First Student, Inc.

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

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

Attest:

Attest:

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

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

## **EXHIBIT A**

### **Daily Base Driver Rate:**

1. Per Driver/Per Day Including Guaranteed 6 Hours: \$273.85 (Drivers sent from our Springfield Location). This includes the hourly rate of \$45.64/hr.
2. Per Driver in excess of 6 Hours: \$65/hour.
3. Driver hours are calculated from when the driver signs in and signs out each day for each portion of work being completed.