

# Community Unit School District 200

Administration & School Service Center



## SECOND AMENDMENT TO PUPIL TRANSPORTATION SERVICES AGREEMENT

This **AMENDMENT** entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2024 is made by and between Community Unit School District 200 with principal offices at 130 West Park Avenue, Wheaton, Illinois 60189 hereinafter called “DISTRICT” and ILLINOIS CENTRAL SCHOOL BUS, LLC, with its local operating address at 640 Kimberly Dr., Carol Stream, Illinois 60188, hereinafter called “CONTRACTOR”.

**WHEREAS**, the parties entered into that certain Pupil Transportation Services Agreement dated July 1, 2019, which was subsequently extended by an Amendment dated April 13, 2022 (“Agreement”).

**WHEREAS**, the parties desire to extend the term of the Agreement and amend certain portions thereof:

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **TERM:** The term of the Agreement shall extend for three (3) additional one (1) year periods for the 2024-2025, 2025-2026, and 2026-2027 school years. Each school year shall commence on July 1<sup>st</sup> of the given year and continue through June 30<sup>th</sup> of the following year.
2. **COMPENSATION:** Commencing July 1, 2024, the rates of the compensation payable hereunder during the ensuing contract years shall be set forth as follows:
  - SY 2024-25: 14.00% increase of SY 2023-24 rates
  - SY 2025-26: 4.75% increase of SY 2024-25 rates
  - SY 2026-27: 3.75% increase of SY 2025-26 rates
  - Current fleet in place for the life of the contract
3. **CHANGE IN FUEL COST:** The Fuel Cost Adjustment Clause pursuant to Section V.F of the Agreement is hereby deleted. The DISTRICT shall be responsible for providing all fuel and associated costs.
4. **INSURANCE MODIFICATION:** The insurance coverage requirements in Section IV of the Agreement are hereby modified as follows:
  - a. The CONTRACTOR shall maintain automobile liability insurance covering vehicles used in the performance of services pursuant to the Agreement in the amount of \$5,000,000 covering bodily injury and property damage.

- b. The CONTRACTOR shall maintain uninsured motorist coverage pursuant to the State requirements.
- c. The CONTRACTOR shall maintain blanket excess liability coverage in the amount of \$10,000,000.
- d. The CONTRACTOR shall maintain Worker's Compensation Insurance as required by law.

Aside from the above modifications, all terms and conditions of Section IV of the Agreement shall remain as provided in the Agreement.

**5. NOTICE TO PARTIES**

All notices to be given to the parties to this Agreement shall be in writing and serviced by depositing it in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed as follows:

Community Unit School District 200  
 Attn: Dr. Brian O'Keeffe  
 130 West Park Avenue  
 Wheaton, Illinois 60189

Notices to CONTRACTOR shall be addressed as follows:

Illinois Central School Bus, LLC  
 Attn: Dan O'Brien  
 3033 W. Jefferson Street, Suite 220  
 Joliet, Illinois 60435

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.

**COMMUNITY UNIT SCHOOL  
 DISTRICT 200**

**ILLINOIS CENTRAL SCHOOL BUS, LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_