

**Amendment Number Two to  
Agreement for Transportation of Pupils  
Between Ames Community School District  
and First Student, Inc.**

THIS AMENDMENT NUMBER TWO (“Amendment No. 2”) is entered into this 15th day of June 2026, by and between the Ames Community School District (the “District”) and First Student, Inc. (“Contractor” and, collectively, the “Parties”).).

WHEREAS, on the 10th day of March, 2025, the District and Contractor entered into an Agreement for Transportation of Pupils (the “Original Agreement”) pursuant to which Contractor agreed to operate and maintain school buses for the transportation of District pupils; and

WHEREAS, on the 16<sup>th</sup> day of June, 2025, the Parties executed Amendment No. 1 to the Original Agreement; and

WHEREAS, Section 23 of the Original Agreement allows the Parties to modify the terms of the Original Agreement in whole or in part, as circumstances may justify, only upon mutual written agreement and approval of the Parties; and

WHEREAS, the Parties have determined that such an amendment to the Original Agreement, as amended by the First Amendment, shall be to their mutual benefit and advantage.

NOW, THEREFORE, the District and Contractor agree to this Amendment Number Two which shall modify the Original Agreement as set forth below:

1. Section 1, Term shall be amended to read as follows:

"1.3 The term of this Agreement will account for 169 student transportation operating days according to the school calendar and District agrees to pay the Contractor at rates specified in Exhibit A to Amendment No. 2 for the total of 169 operating days, regardless of any partial or full suspension of service or cancellation of transportation days school for any reason, including but not limited to a force majeure event (each day a “Non-Transportation Day.” For each Non-Transportation Day, Contractor shall pay its monitors and drivers, and beginning on the fourth Non-Transportation Day of a school year, Contractor shall provide required training to all drivers and monitors. “

2. Section 6, Services to be Provided shall be amended as follows:

“6.1.2.1 The volume of services to be provided in accordance with this requirement will vary based on demand, is not guaranteed, and may be requested of other contractors, although the District will make every effort to prioritize Contractor for those instances. In the event that the amount of supplemental Pupil Transportation Services requested by the District during a specific period exceeds the Contractor’s capacity, the Contractor will

consult with the District's Athletic Director to designate the priority status of the supplemental Pupil Transportation Services. In the event that the Contractor is unable to fulfill the supplemental Pupil Transportation Services trip at the time requested, the District will determine whether the trip will run late or a third-party vendor will be contracted with at the District's expense.

3. In accordance with Section 17 of the Original Agreement, the transportation rates are adjusted upward by 2.7%, by mutual agreement of the Parties, effective as of July 1, 2026. The new rates are listed on Exhibit A -Pricing Schedule attached hereto.
4. If Contractor provides District with audio or video recordings or any other records that include private or personally identifiable information, District shall handle such records in accordance with applicable local, state, and federal law and shall hold harmless, indemnify, and defend Contractor for any failure to comply with applicable law.
5. District will, at its own expense, procure and keep in force general liability insurance as is customary in the business including Bodily Injury, Property Damage, Advertising Injury and Personal Injury and at limits of not less than \$2,000,000.00. District will list Contractor as an additional insured and provide a certificate of insurance evidencing such coverage.
6. Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a student with transportation services until vandalism damages caused by such student are paid.
7. Monitors providing service under the Agreement will be guaranteed six (6) hours per student transportation operating day, provided, however, that such hours will include required weekly training.
8. This Amendment No. 2 is mutually agreed to by the Parties and seeks to modify the terms of the Original Agreement and subsequent amendments. This Amendment Number Two and Amendment Number One, and the Original Agreement, now represent the entire and integrated agreement between the District and Contractor and shall supersede all prior negotiations, representations or agreements, either written or oral. Any Section of the Original Agreement not addressed in the amendments shall continue in full force and effect, as if no amendment had been drafted. If anything in the Original Agreement is inconsistent with this Amendment Number Two or Amendment Number One, then this Amendment Number Two shall govern.
9. This Amendment No. 2 may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, this Amendment No. 2 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.

Ames Community School District

First Student, Inc.

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

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

Name: Kelly Winfrey

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

Title: Board President

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

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

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

Exhibit A  
First Student  
40 Buses

| Regular Daily Service |            |             |
|-----------------------|------------|-------------|
| Unit of Service       | Daily Rate | Hourly Rate |
| SPED                  | \$ 519.08  | \$          |
|                       |            | 44.12       |
| REG                   | \$ 493.00  | \$          |
|                       |            | 44.12       |
| Monitor               | \$ 141.54  | \$          |
|                       |            | 23.59       |

Notes:

1. Daily Rate is a minimum 6.0 hour Daily Bus Service Time.
2. Hourly Rate is applied to service time exceeding 6.0 hours.
3. Includes 6 Type D Understorage buses

**Supplemental Service**

| Unit of Service | Minimum 2 hours |  | Hourly Rate |
|-----------------|-----------------|--|-------------|
|                 |                 |  |             |
| SPED            | \$ 112.97       |  | \$          |
|                 |                 |  | 56.49       |
| REG             | \$ 112.97       |  | \$          |
|                 |                 |  | 56.49       |
| Monitor         | \$ 47.18        |  | \$          |
|                 |                 |  | 23.59       |

Notes:

1. Hourly Rate is applied from pick up to drop-off based on actual documented travel for each approved instance of service
2. Wait time rate is applied to non-travel time after drop-off and before pickup for a return trip when approved.

| Bus Lease per Bus per Year |           |
|----------------------------|-----------|
| Unit of Service            | Annual    |
| Type A School Bus          | 20,532.66 |
| Type C School Bus          | 20,532.66 |
| Type D School Bus          | 20,532.66 |

## EXHIBIT B

### **PROPERTY LEASE AGREEMENT BETWEEN SCHOOL DISTRICT AND FIRST STUDENT**

As part of this Agreement, District is leasing to Contractor, and Contractor is leasing from District, during the term of this Agreement, a transportation facility ("Facility") for the maintenance and parking of the vehicles which Contractor will use in providing the services and for parking of Contractors' employees' vehicles. The Facility is located at 1220 South Bell, Ames, IA 50010. Contractor shall also be entitled to use the Facility for office administration, fueling, washing of vehicles, and related activities.

1. **Scope:** The Facility includes:
  - (i) One building ("Building") containing approximately 8,800 square feet.
  - (ii) A 60,000 square foot secured parking area ("Parking Lot") that is paved and includes plug-in stations.
2. **Rent:** During the term of this Agreement, for each month for which District pays Contractor for the services and Contractor uses the Facility, Contractor agrees to pay District as gross rent for the Facility, the sum of \$1,000 and no/100 (\$X00.00) per month (with the amount for any partial month prorated). Termination of the Agreement shall automatically include the termination of the leasing agreement provided for herein, in which event Contractor shall vacate the Facility. Fair market value in Ames, IA ranges from \$8-\$18 / square foot per year.
3. **Repairs:** District shall be responsible for maintenance, repair and replacement of all the exterior and structural elements of the Building, including the exterior walls, windows, foundation, roof, gutters, down spouts (collectively, the "Building Structure"), and the common areas, abutting sidewalks, driveways and asphalt and all general mechanical, plumbing, sprinkler, life safety, HVAC and electrical systems serving the Building (collectively, the "Building Systems"). District shall perform such repairs, maintenance and replacements promptly once District has knowledge of the need for the same. Subject to the foregoing, Contractor shall be responsible for routine repairs and maintenance of the Property during the Term of this Lease, provided, however, in no event shall Contractor be responsible for capital repairs or improvements to the Property. In addition, Contractor shall not be required to put the Property in a better state of repair than exists on the Commencement Date. Contractor shall keep and maintain the Property in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse on the Property.

If Contractor fails to initiate, in good faith, repairs or maintenance which are the obligation of Contractor under this Lease within thirty (30) days of written notice from District specifying in reasonable detail the repair required (or such shorter period of time as is reasonable under the circumstances), District may perform such repairs on Contractor's behalf and the reasonable and verifiable cost thereof shall be reimbursed by Contractor within thirty (30) days of written demand together with interest at the rate of the prime rate specified by the Money Rates Section of the Wall Street Journal plus 2% per annum (the "Default Rate") from the date of expenditure by District. If District fails to initiate, in good faith, repairs which are the obligation of District under this Lease within thirty (30) days of written notice from Contractor specifying in reasonable detail the repair required (or such shorter period of time as is reasonable under the circumstances), Contractor may perform such repairs on District's behalf and the reasonable and verifiable costs thereof shall be reimbursed by District within thirty (30) days of written demand together with interest at the Default Rate from the date of expenditure by Contractor. If District fails to reimburse Contractor within such thirty (30) day period, Contractor shall have the right to offset such amount against Rent next due and owing under this Lease.

4. **Environmental Indemnification:** District will be responsible for and agrees to indemnify, defend and hold Contractor harmless from any Environmental Conditions, as defined below, that existed on, in or under the Facility prior to when Contractor moves into the Facility. Contractor will be responsible for and agrees to indemnify, defend and hold District harmless from any Environmental Conditions on, in or under the Facility caused by Contractor during the term. The term "Environmental Conditions" means conditions where hazardous materials (as defined under applicable federal, state or local laws) are present to the extent that any reporting, remediation or other action is required under any such federal, state or local laws. References to "laws" hereunder includes all regulations, guidelines and other requirements thereunder, as amended and supplemented from time to time.
5. **Environmental Site Assessment:** Contractor may conduct a Phase I and if necessary, a Phase II Environmental Site Assessment of the Facility before moving in, during the term and/or within a reasonable time thereafter. This Lease Agreement may be terminated by Contractor upon not less than thirty (30) days' notice to District if any of the site assessments reveals any environmental condition which Contractor deems unacceptable in its sole discretion, so long as notice is provided to District within thirty (30) days of Contractor's receipt of the environmental site assessment report(s).
6. **Insurance:** During the Term, District shall purchase and maintain first party property coverage on the Building. Such coverage shall provide replacement cost protection, less applicable deductibles or retentions. To the extent Contractor causes damage to the Building other than ordinary wear and tear, Contractor agrees that it is not an express or implied beneficiary under the District's first party policy(s) or coverage program(s). Contractor remains separately obligated to indemnify the District for costs to repair or replace such damage to

the Building arising out of or related to any activity of Contractor on the Property in keeping with Paragraph 8.

Contractor shall be responsible for insuring the personal property and trade fixtures of Contractor on the Property and may self-insure such risks.

During the Term, District shall also purchase and maintain a general liability insurance policy or coverage agreement providing indemnity against third party personal injury or property damage arising from District's ownership of the Building or the District's associated maintenance or repair obligations. Such insurance or coverage shall be in an amount no less than \$5 million per occurrence and in the aggregate. Contractor shall be named as an additional insured/additional covered party under such policies or programs to the extent of its actual or alleged liability.

During the Term, Contractor shall purchase and maintain general liability insurance providing indemnity against personal injury or property damage claims arising from the Contractor's use or occupancy of the Building. Such insurance or coverage shall be in an amount no less than \$5 million per occurrence and in the aggregate.

7. **Waiver of Subrogation**: Notwithstanding anything to the contrary contained in this Lease, District and Contractor hereby waive (and shall cause their respective insurance carriers to waive) any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to the Property, or any portion thereof, Contractor's personal property or trade fixtures, including rights, claims, actions and causes of action based on negligence, which loss or damage is covered by insurance (or would have been had the insurance required by this Lease been carried).
8. **Indemnification**. Except with respect to matters which result from the negligence or willful misconduct of District, its employees, agents or contractors, Contractor shall indemnify, defend and hold harmless District from any claim, loss or liability (exclusive of consequential, punitive or special damages), including, without limitation, reasonable attorneys' fees, arising out of or related to any activity of Contractor on the Property or any failure by Contractor to effect any repair or maintenance required by this Lease. Except with respect to matters which result from the negligence or willful misconduct of Contractor, its employees, agents or contractors. District shall indemnify, defend and hold harmless Contractor from any claim, loss or liability (exclusive of consequential, punitive or special damages), including, without limitation, reasonable attorneys' fees, arising out of or related to any breach or default on the part of District in the performance of any covenant or agreement on the part of District to be performed pursuant to the terms of this Lease, or due to any negligent or willful act or omission of District, its agents, employees or contractors.
9. **Damages Caused by Casualty, Fire and Duty to Repair**. In the event of damage or destruction of all or a substantial portion of the Property by fire or other casualty, Contractor may terminate this Lease as of the date of the fire or casualty by giving

the District written notice of such termination within thirty (30) days following the date of the fire or other casualty. In the event of damage to less than all or substantially all of the Property or if Contractor has not elected to terminate the Lease pursuant to the foregoing sentence, District shall diligently repair the Property to substantially the same condition that existed immediately prior to such damage. Notwithstanding anything to the contrary contained herein, in the event District commences the restoration and, within ninety (90) days after the fire or casualty, the Property has not been substantially restored by District to the condition required herein or reasonable access to the Property has not been established, Contractor may terminate this Lease as of the date of the fire or casualty by written notice to District given within thirty (30) days after the end of said ninety (90) day period so long as District has not substantially restored the Property or access thereto in the condition required by the time of Contractor's termination notice. There shall be an abatement of Rent from the date of the fire or other casualty until the Property or access thereto is restored in the condition required under this Paragraph 9.C. Such abatement shall be in an amount bearing the same ratio to the total amount of Rent for such.

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

Ames Community School District

First Student, Inc.

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_