

SCHOOL TRANSPORTATION CONTRACT

This Contract is made by and between the KENOSHA UNIFIED SCHOOL DISTRICT NO. 1, ("District" or "KUSD") and FIRST STUDENT, INC., ("Contractor") for purposes of student transportation services.

WITNESSETH:

IT IS AGREED by and between the parties hereto as follows:

1. Contract Term. This Contract shall be considered binding between the parties hereto for a period of six (6) school terms from August 17, 2020, to August 18, 2026, and shall include summer school sessions as may be required in calendar years 2021 through 2026.

2. Transportation of Students. Pursuant to the provisions and limitations of the Wisconsin Statutes, the District hereby retains the Contractor and the Contractor accepts such retention and agrees to transport the students enrolled in the Kenosha area schools in compliance with the routes, passenger lists, time schedules and days of operation as designated by the District with buses of sufficient capacity to legally accommodate the number of passengers for whom transportation is provided by. The Contractor agrees that it will provide and operate transportation vehicles that meet all federal, state and local specifications, rules and regulations and the rules and regulations of the District, which are consistent with such requirements.

3. District Responsibilities.

a. The District shall supply to the Contractor with the names, addresses, telephone numbers, grades, and school placements for all public and private school students who will be transported by the Contractor, and any other information necessary for the Contractor to plan routes. Additions and deletions to the original lists will be communicated to the Contractor as they become known during the school year and the summer.

b. Before the beginning of each school year, the District will make every reasonable effort to supply the Contractor with all forms necessary for the Contractor to perform under the Contract. These forms include, but are not limited to, District calendars, school start times, student misconduct forms, rules and regulations for all students, and District transportation policies and procedures. If Contractor requires a form that the District has not provided, Contractor will notify the District.

c. At the end of each school year, the District will provide the Contractor, a listing of all starting and closing times for the next school year for all of the public and private schools.

d. The District is responsible for disciplining students who do not follow appropriate behavior rules and guidelines while being transported by the Contractor. However, Contractor and its drivers must collaborate and partner with the District with regard to student discipline.

e. The District shall determine which transportation software to utilize for maintaining transportation records, scheduling runs, routes and route optimization (currently using Versatrans). The Contractor shall be required to utilize such software and will be provided access to the software by the District at no cost to the Contractor.

f. The District retains the right in its sole discretion to make the final determination of the method of transportation for each and every public and private school student.

g. The District hereby designates the Contractor and its employees as school district officials for purposes of state and federal pupil records laws. The Contractor and its employees shall maintain the confidentiality of any and all pupil records and information contained therein in accordance with such state and federal pupil records laws. The Contractor shall make sure its employees receive training regarding the confidentiality obligations set forth in state and federal pupil records laws.

4. Scope of Work.

a. The Contractor shall provide and furnish all buildings, sites, materials, labor, and equipment necessary to transport all students to and from their homes and their respective schools for the term of the Contract. The Contractor shall make buses available within specific times to the District for the purpose of transporting the District's students and staff to other points and destinations for such curricular, co-curricular, and field trips as may be requested by the District.

b. The Contractor shall, at its expense, procure and maintain in effect any and all licenses, permits, and certifications, which are or may be required by the regulatory bodies for the performance of student transportation services.

c. The Contractor shall assume all costs of the transportation operation, including but not limited to costs for buildings, sites, vehicles, communication and technology equipment, maintenance, supplies, accessories, all required insurance coverages, and salaries and benefits for drivers, attendants, and all other employees necessary to carry out the services required, except as provided herein.

d. The Contractor must work in conjunction with the KUSD's Transportation Supervisor for all routing and scheduling involved in the student transportation system. The routes will be prepared according to standards determined and communicated by the

District to the Contractor for length of ride, walking distance to meet the bus, elementary students separate from secondary students (6th-12th grade), and comfortable seating capacity. The Contractor is responsible for maximizing efficiency when setting up bus routes and engaging in a continuous effort to combine routes whenever possible.

e. It is understood and contemplated that the total number of students attending school in the Kenosha area schools may vary, and the pick-up and transportation service to be provided at those stops designated by the District Transportation Supervisor will be furnished to students eligible for transportation under the policy of the District, and the applicable statutes, within the legal space capacities of the buses and on streets and roads proper for said vehicles. The District and Contractor will consult on a regular basis concerning the transportation requirements of the District. In the event of increases or decreases in the number of students requiring transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. Should an increase in the number of students require additional transportation equipment, the Contractor shall provide such equipment and transportation service as required by law allowing for purchasing lead time and at the rates specified for the various categories or classes of transportation set forth herein. In the event that the District increases or decreases the number of buses being used by more than five (5), the parties shall negotiate, in good faith, to adjust the rates at which services are provided to cover increases or decreases in cost structure associated with such changes by District.

f. Before the beginning of each school year, the Contractor shall furnish to the District a listing of names, addresses, and telephone numbers of all drivers and attendants, along with their assigned routes who will be providing services under the Contract. The District reserves the right to demand that a driver(s) be reassigned or replaced if, in the District's opinion, the driver(s) is/are unsatisfactory in their assignment.

g. Before the beginning of each school year, the Contractor will provide the District with a complete set of written descriptions for all routes. After the first two (2) weeks of school have been completed the Contractor will have three (3) days to process any requests for changes. Requests for changes must be received before noon to be included in as the first day of such requests.

h. Before the beginning of the school year, the Contractor will provide evidence to the District that each bus run/route has an assigned driver and that each run/route has had a practice run with the assigned driver doing it. During the practice run, the drivers shall check that the run/routes are accurate and that the pickup times are matching the driver directions. The drivers are expected to report to the Contractor any scheduling conflicts or errors they may come across during the practice runs.

i. The Contractor may permit a driver to choose to change assigned runs/routes during the school year; however, the Contractor will require that any driver doing a new permanent run/route will do a practice run with any new run/route before being

assigned to it at no cost to the District. Furthermore, the Contractor shall notify the District of any such changes during the school year immediately and without delay.

j. The Contractor will maintain an informative website and/or other social media site that provides information for students and families pertinent to transportation services. Upon request, provided that the Contractor does not object to the content of the information, the Contractor shall publish information from the District to include on the website.

k. The Contractor will be responsible for proper supervision and performance evaluation of drivers. The evaluation tool will rate, among other tasks, the driver's performance regarding adherence to route plans. All drivers shall be evaluated for driving competency, understanding of laws, regulations, customer service and relations, and District policies.

l. The Contractor shall be responsible for conducting emergency evacuation drills twice per year on each route. The drivers will be required to complete verification forms listing the date, time, and location of the drills.

m. The Contractor shall provide to the District all necessary information for the preparation of reports required by state agencies or the District including monthly verification of actual riders. The Contractor will provide the capability to track all special needs students' daily ridership electronically and provide the data to the District on an as needed basis.

n. The Contractor shall employ appropriate management and office personnel to adequately carry out the responsibilities and requirements of the transportation service to include responsive customer service and effective operations. At a minimum, the following office personnel are required to serve the District on site. The Contractor agrees to provide a full-time on-site manager with complete authority to act on behalf of the Contractor. The following positions will be required to be on site as well to support the District: one (1) safety manager, one (1) route scheduler, one (1) driver dispatcher, and (1) operations clerk. The Contractor agrees to have a minimum of two (2) office personnel in the office answering phones during both the AM and PM routes.

o. The Contractor will be a member of appropriate professional transportation organizations and participate in training offered by such organizations.

p. The Contractor will provide on-going training for management and office personnel in areas such as management, customer service, technology training, and safety.

q. The Contractor will employ ASE certified mechanics or mechanics working to be certified with the ASE certification to adequately service the vehicles and provide a

u. The Contractor will provide and assign a bus monitor(s) to any school route that is requested by the District. The Contractor will not charge the District for any monitor that is not required by the District and has been assigned to a route by the Contractor. The Contractor will provide and assign a monitor to all buses that are equipped with a wheelchair lift for students who are physically handicapped.

v. The Contractor must provide on-going in-service meetings/training programs for drivers and attendants in the area of safety, discipline, customer service, drills, etc. Such training will be mutually agreed upon between the District and the Contractor. In addition, the Contractor shall ensure that drivers and attendants participate in a minimum of one (1) District coordinated driver training program per year at the District's expense. Additional, specific training in student management techniques may be mutually agreed upon after the parties consider the scheduling, delivery, and cost of training.

w. In the event of any traffic accident regardless of whether law enforcement presence is required or students are aboard the bus, the Contractor will notify the Transportation Supervisor within one (1) hour of such incident.

x. The Contractor shall comply in all respects to the requirements of the Wisconsin Statutes for physical examinations of bus drivers. Physical examinations shall be made as required while this Contract remains in force, and reports of such examination shall be delivered to the District Transportation Supervisor upon request. Such reports of physical examinations as required shall be submitted on forms prescribed by the Interstate Commerce Commission, Bureau of Motor Carriers, or by the State Department of Public Instruction. The Contractor shall be responsible for completion for all physical examinations of its bus drivers at no expense to the District. The above provisions shall also apply to bus monitors. All drivers and monitors shall be subject to drug and alcohol screening prior to hire. The Contractor agrees to conduct on-going and alcohol screening and furnish the Board with a summary report upon request.

5. Terminal Requirements.

a. The Contractor agrees to establish a terminal and base of operation within the boundaries of the District. The Contractor's physical presence in the community is very important to parents and District tax paying citizens.

b. The terminal shall include, at a minimum, the following features:

- 1) A fully equipped OSHA compliant maintenance shop with service bays and bus washing bay to adequately service the fleet.
- 2) Appropriate office space for terminal and management personnel and all appropriate office furniture, equipment, and technology.
- 3) Base station for the radio dispatch for all buses.

preventative maintenance program. On-going training will be provided to the mechanics to keep current with industry standards and trends.

r. The Contractor shall employ the necessary number of mechanics, drivers and monitors to fulfill the student transportation services required in the Contract. The Contractor agrees to have bus drivers and monitors be assigned to the same routes insofar as possible. Drivers will permit only those students or adults who are authorized by the District to ride the bus. Drivers will follow designated routes provided by the District or the Contractor. Drivers will be responsible to display and change all route identifications on the bus and is to be displayed at the entrance of the bus so students know they are getting on the right bus.

s. The Contractor shall make sure that all buses are operated at all times by trained, competent, safe, and courteous drivers who meet the requirements for school bus drivers as set forth by the Wisconsin Division of Motor Vehicles. In addition, the Contractor shall make sure that all drivers are First Aid and CPR certified and understand that they are responsible for following all of the District's transportation policies and regulations. The District shall have the right to request that a driver or monitor be removed from a route, reassigned or removed from complete transportation services under this contract if the District's deems the driver or monitor unsuitable for the performance of transportation services. The District shall provide such requests in writing, and will state the reasons therefore and include any supporting documentation. The Contractor will honor such requests so long as the request does not violate applicable local, state, or federal laws, rules or regulations.

t. The Contractor is required to establish and implement a screening, hiring, and training program that includes at a minimum the following:

- 1) Contractor must conduct a check on the applicant's driving record.
- 2) Contractor must conduct a criminal background check on the applicant.
- 3) Contractor must conduct a check of the applicant's references.
- 4) Contractor must provide training/orientation for the route the driver will drive.
- 5) Contractor must provide all training required by law.
- 6) Contractor must provide supplemental safety, defensive driving, assertive discipline, and customer service training prior to the driver beginning any assignment.

- 1) Buses that arrive fifteen (15) to thirty (30) minutes after the scheduled arrival or departure time will be assessed a penalty of one (1) hour driving time for the trip.
- 2) Buses that arrive more than thirty (30) minutes after the scheduled arrival or departure time will be assessed a penalty of two (2) hours driving time or one half (1/2) of the scheduled minimum for the trip, whichever is greater.
- 3) Buses that fail to perform the scheduled trip will be assessed the scheduled cost of the trip.
- 4) Satisfaction for scheduled trip service is to be assumed. In the event the District is dissatisfied with a scheduled trip, the Contractor agrees to consider reasonable accommodation to the District for the trip.

c. For each failure to provide and maintain GPS, video, or air conditioning that is required on any given service day, the Contractor shall be assessed a penalty of one-half (1/2) the cost of one (1) bus per day and will have forty-eight (48) hours to make corrections before a new penalty can be assessed.

d. For each failure to display the proper bus route ID number on the bus, the Contractor shall be assessed a penalty of five dollars (\$5.00) for each such bus per day for as long as the failure persists.

e. The District shall notify the Contractor of penalties assessed within thirty (30) days of infraction, so that the Contractor has the opportunity to investigate the matter in order to either correct the cause of the penalty(s) or to establish the Contractor did not cause the delays. If the District fails to alert the Contractor within thirty (30) days of any penalties, the penalties will be waived.

f. In the event the Contractor agrees to any increase or decrease in service levels, the Contractor shall be afforded a period of twenty-one (21) days following implementation of such changes during which time no performance guarantees may be assessed with respect to scheduled drop-off times or availability of buses on routes, while the Contractor makes operational adjustments to meet the District's requirements.

7. Vehicle Requirements.

a. The Contractor shall provide the appropriate number and size of vehicles needed for providing the transportation service as requested for the term of the Contract. All vehicles must meet the specifications as prescribed by the federal government, the Wisconsin Department of Transportation, Wisconsin Department of Public Instruction, and the District.

- 4) Driver area where all drivers can check in and out and receive training.
- 5) Appropriate meeting and training space.
- 6) Telephone service with a minimum of four incoming lines and messaging capabilities.
- 7) Parking space and electrical hook-ups for all vehicles.
- 8) A 10,000-gallon capacity underground fuel tank with metering dispensers and electricity to operate dispensers and no charge to the District.

6. Performance Guarantees.

a. After the first three (3) weeks of the school year, performance guarantees will be imposed for lack of service. These guarantees will apply for all contracted buses transporting students to and from school and for curricular and extracurricular trips. One (1) or more of these guarantees may apply to any one (1) route. Guarantees will not be imposed for situations beyond the control of the Contractor. This includes, but is not limited to, accidents, vehicles stuck in traffic, trains, closing of streets for repair, delays due to extreme weather conditions, route changes given without proper notice, and impassable streets, roads, or highways. All buses are expected to be at school on time:

- Buses arriving fifteen (15) to thirty (30) minutes after the scheduled arrival times for any school route in the AM, PM or Mid-Day can be assessed a penalty of one quarter (1/4) of the cost of a bus per day.
- Buses arriving late for any school bell time on a consistent basis is considered chronically late and can be assessed a penalty of one quarter (1/4) of the cost of a bus per day (chronically late is any two (2) week period of time where the bus is arriving after a scheduled arrival time six (6) out of ten (10) days).
- All buses arriving more than thirty (30) minutes after the scheduled arrival times for any school route in the AM, PM, or Mid-Day can be assessed a penalty of one half (1/2) the cost of a bus per day.
- Failure to perform any assigned bus routes will be assessed the cost of one (1) bus per day.
- Failure to provide, and maintain in good working order, a two-way radio on each vehicle carrying school children can be assessed a penalty of one half (1/2) the cost of a bus per day.

b. All buses assigned to curricular and extracurricular trips are expected to be on time. Performance guarantees will be assessed for the following situations:

be maintained in the same manner as the regular route buses and are subject to the above requirements. At least one (1) of the spare buses must be a wheelchair bus.

k. All buses used to provide transportation service to the District must be equipped with operable two-way radios. An adequate number of cell phones or spare radios must be available so that no bus is ever without communication while transporting students. A base station is required at the terminal and must be connected to an owned or leased tower. The radios must be of quality to assure consistent reliable service within the District boundaries (including coulees).

l. All buses must be equipped with cameras with audio and video capabilities. The Contractor is responsible for maintaining spare cameras and hard drives so that all buses are equipped with working technology. One (1) camera on every bus will be required to provide video coverage of the passenger compartment at a minimum (a second camera could be negotiated). One (1) camera on every bus will be required to provide video and audio coverage of the driver area and the stepwell/door area of the bus. The Contractor shall maintain video surveillance records in accordance with the Wisconsin School District Records Retention Schedule. All access to videos will be provided to the District within one (1) day of any request. The District will be provided immediate access to videos in emergency circumstances where a health or safety risk may exist for a student or staff member of the District. Furthermore, the Contractor shall not disclose such records to anyone else without prior written approval from the District, except to the extent required by law. Within thirty (30) days of this Contract, the District and the Contractor will also establish reasonable procedures for the review and maintenance of recordings.

m. The Contractor will provide and maintain at no cost to the District a GPS system. All buses must be equipped with GPS fleet tracking capabilities and the ability to electronically track student ridership. The GPS system must provide real time fleet tracking along with the ability to provide parents a bus tracking application. The Contractor will be responsible for updating all software with accurate vehicle information for reporting and parent application purposes.

n. The Contractor agrees to make available to the District at no cost an unmarked vehicle for the use by the District Transportation Supervisor. This vehicle will be required to have the same two-way radio that all school buses have. The vehicle should be in good condition and not older than eight (8) years old. The vehicle should be all wheel drive, and preferably a SUV style. The District will be responsible for all fuel used by this vehicle.

o. All buses used to provide transportation service to the District must be equipped with electrical engine heaters.

b. The standard size buses required needed to provide regular education transportation services are seventy-one (71) passenger buses that are diesel powered. All other bus sizes and fuel source vehicles will be considered but must be approved for use by the District before being used. The Contractor will also make every reasonable effort to order on standard size buses the ability to have undercarriage storage compartments.

c. The buses needed for special needs routes can vary in size from twenty-one (21) to fifty-three (53) passenger capacity. Some buses must be equipped with powered wheelchair lifts and inside mounts for wheelchairs.

d. Wheelchairs must be secured with a four (4) point tie down system, and the mounts must be configured to allow all wheelchair students to be seated in a forward-facing position. Wheelchair passengers must be separately fastened to the vehicle through a lap and shoulder belt system similar to Q'STRAIN[®]. The wheelchair buses must also have some conventional seating for some ambulatory riders.

e. The Contractor shall provide infant/booster seats, seat belts, and safety harness that are determined to be used by the District.

f. All school buses will be equipped with a child check/reminder system to prevent any student from being left behind on the bus.

g. The District may require air conditioning for students which will result in school buses being required to have air conditioning. Such requests will only be honored if the District approves it. The District will compensate the Contractor for this added cost.

h. All vehicles used for special needs routes must be equipped with seat belts.

i. The Contractor agrees that no regular route bus shall be more than twelve (12) years of age and no standby bus shall be more than thirteen (13) years of age at the start of the school year. The Contractor agrees that the average age of the entire regular route bus fleet at the start of the school year will not exceed seven and one half (7½) years of age. On an annual basis, no later than September 1, the Contractor will be required to provide the District with a written inventory of its fleet of vehicles, specifying the chassis, body, mileage, age, size, and serial number. This written inventory must be updated as vehicles are replaced or added. Age of the vehicles shall be determined by the age listed on the school bus title.

j. The Contractor must provide a sufficient number of spare vehicles so as to not cause any disruption in service. Required spare bus numbers that are required for all buses that are assigned for daily bus services are ten percent (10%) for all large school buses, ten percent (10%) for all small bus and lift buses. Eight (8) big buses will be dedicated to prime-time trip buses and shall be available at all times. All spare buses must

- 4) Wait fee is an additional fee for a bus when the internal sit or wait time between two (2) runs exceeds thirty (30) minutes.
- 5) Credit refund is a credit per bus for any difference in the number of buses used in the AM vs PM.
- 6) Mid-Day run is drop off and pick up work only serving 4K (half-day) students using small buses.
- 7) Special Ed run is picking up or dropping off students with special needs to service a school with the use of a small school bus (each school run is based off of one (1) hour service).
- 8) Special Ed Lift run is picking up or dropping off students with special needs to service a school with the use of a lift school bus (each school run is based off of one (1) hour service).
- 9) Monitor is a person assigned to assist a driver on a bus run.
- 10) Alternative Vehicle is a different vehicle type other than a yellow school bus used to transport students (normally is a four (4) to twelve (12) passenger van).
- 11) Charter is a bus doing any transportation for curricular, co-curricular, or any field trips.

d. In consideration for services rendered under this agreement, the District and the Contractor shall establish approximate annual payments for Regular and Special Ed transportation AM, PM and KG charges. Payment by the District for this service shall be pre-paid in nine (9) equal installments and shall be paid by the 1st of every month beginning with September of each year of the Contract. The Contractor shall invoice the District thirty (30) days in advance of the date the payment is due.

e. The Contractor shall submit to the District by the 10th of each month a completed and detailed statement for the previous month's service. Such statement is to be in the form that provides the District the ability to compare charged costs to contract rates and details service rendered on a daily basis to each school provided transportation. The District and the Contractor agree to reconcile actual charges with installment payments each month with any differences carrying forward to meet the next month. Final adjustments between installment payments and actual service rendered will be made in June of that school year.

f. All other services to the District including summer school shall be invoiced to the District at the end of each month in which the services are provided and shall be invoiced to the District and shall be paid by the District prior to the end of the month following the month in which the services were rendered.

g. In the event that any statement amount is disputed by the District, the District shall deliver written notice specifying the disputed amount to the Contractor within forty-five (45) days of receipt of the statement by the District. In the absence of the District

p. All buses used to provide transportation service to the District are to be maintained in excellent mechanical condition so as to meet any and all requirements of the Wisconsin Department of Transportation at all times. They shall be kept neat and clean inside and outside at all times. All buses must be inspected and approved for use by the Wisconsin Department of Transportation annually, and each bus shall carry an inspection certificate. The District will be provided with copies of all inspection reports.

q. The District will consider the use of passenger vans when the Contractor can establish the needs and use of these types of vehicles. Passenger vans will have to follow the same safety rules and guidelines that school buses follow. The Contractor cannot use passenger vans to provide transportation service to the District unless agreed upon in writing by the District.

8. Pricing.

a. The rates and pricing for the student transportation services outlined in this Contract are set forth in Appendix A.

b. The Contractor shall purchase and provide fuel for the buses used to transport students pursuant to this Contract. The Contractor shall maintain records of all fuel purchases and necessary mileage records, and provide these records upon request by the District.

All transportation rates will include the cost of fuel based on a base price of \$2.50 per gallon each year of this Contract. The Contractor will assume the base cost per gallon for fuel. Base cost will include any non-refundable taxes and delivery charge if applicable.

If the cost per gallon exceeds the base price per gallon, then District will assume the increase in cost. If the cost per gallon is less than the base price per gallon, then the Contractor will reimburse the District the difference.

The price of fuel will be based upon the invoice, and the adjustment will be made once per year at the close of the school year.

c. Definitions for pricing of school's transportation to and from school:

- 1) A Run is picking up or dropping off students to service a school with a large school bus (each school run is based off of one (1) hour service).
- 2) Third Run is any additional run that a bus can complete after serving two (2) other school runs in an AM or PM service event.
- 3) Shuttle is transporting students from one (1) school to another without any stops in between.

timely providing said written notice, the District waives any right to dispute said statement in the future. The District shall pay all amounts not disputed to the Contractor on or before the 10th business day following the date on which the statement has been submitted.

9. Closing of Schools.

a. Any publicity or news releases, or the giving of information to parents relative to the cancellation or non-cancellation of attendance at school, shall be the exclusive responsibility of the District Superintendent of Schools, and school officials in this regard shall make all communications to parents and students. The District has authorized the District Transportation Supervisor to determine when buses shall operate or not operate due to weather and road conditions. In the event that the District decides to close schools by reason of inclement weather, impassable road conditions, epidemics, pandemics or strikes, the District shall be liable to the Contractor for thirty-five dollars (\$35.00) per bus for term of this Contract for any bus that has left the garage to commence its respective run.

b. Anytime the District finds it necessary to close schools because of strikes, work stoppages, epidemics, pandemics, or other reasons, the District shall not be liable for any damages sustained by the Contractor. All compensation rates are based on a one hundred eighty (180)-day school year. When school closings cause the number of days students are transported to drop below one hundred eighty (180) days, the District agrees to compensate the Contractor at fifty percent (50%) of the daily rate. The Contractor shall bill the District for the closure days in the month of any closings with adjustment due at the end of the school year for any days that are made up.

10. Insurance.

a. The Contractor shall at all times provide and pay for the public liability, property damage, medical coverage, underinsured motorist, and uninsured motorist insurance for all vehicles that it operates in compliance with all requirements of Wisconsin state law. The Contractor shall provide the following minimum coverage:

- 1) \$10,000,000 Combined single limit for bodily injury and property damage per accident.
- 2) \$5,000 Medical payments per person per accident.

b. Policies providing the above described insurance coverage shall name the District as an additional insured for claims arising under or related to this Contract. All insurance coverage shall be obtained from an insurance carrier authorized to do business in the state of Wisconsin. The Contractor's insurance carrier shall have an A.M. Best rating of no less than A.

c. Certificates of insurance shall be filed at all times with the District during the term of the Contract.

d. Any cancellation of the insurance policy in full or in part shall be made only after advance written notice of thirty (30) days to the District.

e. The Contractor shall carry all other required insurance coverages such as unemployment compensation and worker's compensation.

11. Termination.

a. This Contract may be terminated at any time by mutual agreement of both parties.

b. Either party may terminate this Contract for convenience provided that the party seeking to terminate the Contract provides written notice to the other party not less than one hundred eighty (180) days before the termination date and provided that the termination occurs at the end of a school year after summer school, unless the other party mutually agrees to an earlier termination date.

c. If either party violates any of the covenants or duties imposed upon it by this Contract, such violation shall entitle the other party to terminate this Contract in accordance with the following procedure: the non-defaulting party shall give the offending party thirty (30) 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 thirty (30)-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 Contract as follows: on the first business day following the last day of the thirty (30)-day default notice period, the non-defaulting party shall give the defaulting party fifteen (15) days' notice of termination. If the non-defaulting party does not provide this fifteen (15)-day notice of termination, the default notice shall be deemed rescinded.

d. In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree in a settlement may be subject to arbitration.

e. In the event of the filing of a Petition in Bankruptcy by or against the Contractor, the District shall have the right to terminate the Contract by providing fifteen (15) days' written notice of its intentions to terminate.

The Contractor shall ensure that its activities on the District premises will be performed and supervised by adequately trained and qualified personnel and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

To the extent permitted by law, the District shall indemnify and hold harmless the Contractor, its officers, employees, and agents, from any and all claims, suits, losses, liabilities, damages, penalties, expenses or fees, including, without limitation, reasonable attorney fees and court or arbitration costs arising out of or in any way connected the negligence of the District in the performance of this Contract; except to the extent caused by the negligence of the Contractor, its officers, agents and employees.

Nothing herein is intended to be a waiver or estoppel of the District or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 345.05 and 893.80.

b. Extraordinary Conditions. (Force Majeure). In the event the Contractor is unable to provide transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage, or embargo, governmental action, pandemic, epidemic, or any condition or cause beyond the Contractor's control, the District shall excuse the Contractor from performance under this Contract.

The District shall have the right to take over the operation of the buses if the Contractor is prevented from operating for the reasons described above, whether such buses are supplied by the Contractor or District and may operate such buses with school employees or other persons as the District may deem appropriate until the Contractor is able to resume its regular operations. The District shall pay to the Contractor for the use of such buses, the compensation which would be due in accordance with the Contract had the Contractor operated such buses, less all expense and costs incurred in securing the services of operating personnel and other such costs of operations; provided however, that the Board's deduction of such costs and expenses shall not exceed the difference between the total compensation paid to the Contractor for such buses less Contractor's fixed costs of operation. If the District chooses to use the Contractor's vehicles, the District will be required to sign a vehicle lease agreement and provide a certificate of insurance.

c. Agreement Not Assignable. The Contractor shall not assign or sublet any Contract entered into with the District, in whole or in part, without the prior written consent of the District, which shall not be unreasonably withheld; provided, however, that this paragraph shall not prohibit the assignment of the Contractor to a wholly owned subsidiary of the Contractor owned and controlled by it or by the Contractor to its parent Company. In the event the ownership of the Contractor is acquired, transferred, or altered, the District shall have the right at any time thereafter to terminate the Contract effective immediately

f. Either party may at any point during the term of this Contract request a contract extension or a renegotiation of the terms. This Contract may only be extended or modified by a mutual written agreement. Any modification or extension should occur before February 1st of the preceding school year.

12. General Terms.

a. Indemnification. The Contractor shall indemnify and hold harmless the District, its officers, agents, and employees from any and all claims, suits, losses, liabilities, damages, penalties, expenses or fees, including, without limitation, reasonable attorney fees and court or arbitration costs on account of injuries to or death of any and all persons whosoever, including Contractor, its subcontractors, agents, employees, and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto, including the loss of use resulting from, arising or growing out of, or in any manner connected with or occasioned, in whole or in part, by reason of operation of Contractor, its subcontractors, their employees or agents under this Contract.

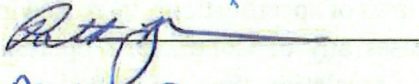
The Contractor shall defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the Contractor pursuant to the provisions of this Contract. The Contractor's obligation to indemnify is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor, arising out of or in any way connected or associated with any work and/or activities performed by the Contractor pursuant to the provisions of this Contract, except for and only to the extent caused by the negligence of the District. The Contractor expressly assumes full responsibility for any and all damages to the District property arising out of or in any way connected or associated with any work and/or activities performed by the Contractor pursuant to the provisions of this proposal including, but not limited to, the activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, the last of such officers executing this Agreement on the day, month and year first above written.

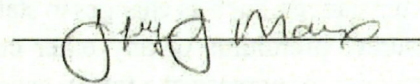
Signed and delivered in the presence of:

Kenosha Unified School District



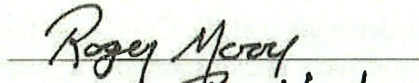
PATRICIA FINEMORE
DIRECTOR OF FACILITIES

Kenosha Unified School District



JEFFREY J. MAX
TRANSPORTATION SUPERVISOR

First Student, Inc.



Roger Moray
Sr. Vice President

or at another date determined by the District. If the District consents to assignment, the terms, conditions and covenants herein contained shall bind the parties' hereto and their respective successors and assigns.

d. Board Has Sole Authority. The District shall have sole authority to order services to be performed by the Contractor under this Contract, including all regular services, services for disabled students, and all co-curricular activities and "late run" buses.

13. Changes in Laws, Specifications, or Other Conditions. 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, the parties shall negotiate, in good faith, to determine a reasonable and just amount to cover such increase, and to the extent mutually agreed upon, the rates of Contractor compensation set forth in Appendix A shall be adjusted to reflect such increase.

14. COVID-19 Related Costs. If the District demands that the Contractor take action related to or arising out of COVID-19, such as requiring drivers and/or monitors to wear certain personal protective equipment (PPE) or sanitizing/disinfecting buses in a particular way, the District shall reimburse the Contractor for any and all costs related to or arising out of such demands. In response to the District's demand for such action, the Contractor shall provide to the District a detailed plan and budget to effectuate the specific demand prior to commencing service. Within ten (10) days of receiving the plan and budget, the District shall notify the Contractor, in writing, whether to proceed. The Contractor will itemize and bill the District as a separate line item on a monthly invoice for these COVID-19 related costs. The District shall process all invoices within thirty (30) days of date of invoice.

15. Dispute Resolution. The parties shall negotiate, in good faith, in an attempt to resolve any dispute that may arise under this Contract. 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.

APPENDIX A

Regular Transportation 2020-21	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Annual Increase		3%	3%	3%	3%	3%
First and Second Runs (AM/PM) -per bus per day	\$276.72	\$285.02	\$293.57	\$302.38	\$311.45	\$320.79
Third Run AM or PM -each occurrence	\$57.24	\$58.96	\$60.73	\$62.55	\$64.43	\$66.36
Credit per bus per day for any difference in the number of buses used in AM and PM	-\$38.14	-\$39.28	-\$40.46	-\$41.67	-\$42.92	-\$44.21
Shuttles	\$28.63	\$29.49	\$30.37	\$31.28	\$32.22	\$33.19
Additional charge per bus per day when the interval between consecutive first and second runs in either AM or PM exceed thirty (30) minutes	\$57.24	\$58.96	\$60.73	\$62.55	\$64.43	\$66.36
Mid-day kindergarten routes defined as drop-off or pick-up	\$57.24	\$58.96	\$60.73	\$62.55	\$64.43	\$66.36
Alternative vehicle cost	\$240.00	\$247.20	\$254.62	\$262.26	\$270.13	\$278.23

Special Education Transportation	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Annual Increase		3%	3%	3%	3%	3%
Rate per hour, without lift (4 hour minimum – 2 hours AM & 2 hours PM)	\$66.77	\$68.77	\$70.83	\$72.95	\$75.14	\$77.39
Rate per hour, with lift (4 hour minimum – 2 hours AM & 2 hours PM)	\$76.33	\$78.62	\$80.98	\$83.41	\$85.91	\$88.49
Monitors rate per hour	\$21.82	\$22.47	\$23.14	\$23.83	\$24.54	\$25.28
Charter Rates						
Prime Time Rates	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Annual Increase		3%	3%	3%	3%	3%
If any part of the trip falls within the hours of 6:00 AM to 8:30 AM or 2:00 PM to 4:30 PM during regular scheduled school days, the following rates apply for the entire trip:						
Hourly Rate	\$20.72	\$21.34	\$21.98	\$22.64	\$23.32	\$24.02
Plus Mileage Rate	\$1.63	\$1.68	\$1.73	\$1.78	\$1.83	\$1.88
Minimum Charge	\$86.36	\$88.95	\$91.62	\$94.37	\$97.20	\$100.12
Non-Cancellation Charge	\$60.49	\$62.31	\$64.18	\$66.11	\$68.09	\$70.13

Non-Prime Time Rates	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Annual Increase		3%	3%	3%	3%	3%
The following applies to all trips that do not fall within the prime-time rate description.						
Hourly Rate	\$18.14	\$18.69	\$19.25	\$19.83	\$20.42	\$21.03
Plus Mileage Rate	\$1.54	\$1.59	\$1.64	\$1.69	\$1.74	\$1.79
Minimum Charge	\$86.25	\$88.94	\$91.61	\$94.36	\$97.19	\$100.17
Non-Cancellation Charge	\$60.46	\$62.27	\$64.14	\$66.06	\$68.04	\$70.08



FIRST STUDENT, INC.

KENOSHA 20737
6015 52nd Street
Kenosha, WI 53144

Phone: 262-657-7155
Fax: 262-657-1374

INVOICE #	12066732
Invoice Date	07/31/2025
Terms	Net 30 Days
Customer Number	272800
Purchase Order #	Summer School 2025

Customer Information

Name KENOSHA UNIFIED SCHOOL DISTRICT #1
Address 3600 52ND ST
ATTN: JEFF MARX
KENOSHA, WI 53144

Service Description	Location	Account	Amount
Regular Transportation — 811-2547-999-2341	20737	41120	\$26,824.44
Special Education Transportation	20737	41120	\$77,478.32
Monitors — 999-2505-119-2341	20737	41438	\$22,576.80

RECEIVED
AUG 05 2025
ACCOUNTS PAYABLE

J Marx
84.25

Comments

Summer School 2025
6/17/25 thru 7/24/25
Thank you!!

Invoice Sub-Total	\$126,879.56
TAX EXEMPT	
Sales Tax	\$0.00
Total	\$126,879.56
Deposits	\$0.00
Balance Due	\$126,879.56

Please detach bottom portion to be returned with remittance

Location Number	20737
Customer Number	272800
Invoice Number	12066732
Invoice Total	\$126,879.56

Remit to:

FIRST STUDENT, INC.
22157 Network Place
Chicago, IL 60673-1221
USA

00000207370000272800001206673200126879567



FIRST STUDENT, INC.

KENOSHA 20737
6015 52nd Street
Kenosha, WI 53144

Phone: 262-857-7155
Fax: 262-857-1374

INVOICE #	12070064
Invoice Date	09/29/2025
Terms	Net 30 Days
Customer Number	272800
Purchase Order #	AUG 2025 HTS

Customer Information

Name: KENOSHA UNIFIED SCHOOL DISTRICT #1
Address: 3600 52ND ST
ATTN: JEFF MARX
KENOSHA, WI 53144

Service Description	Location	Account	Amount
Regular Transportation — 822-2801-000-2341	20737	41120	\$20,177.49
Special Education Transportation	20737	41120	\$12,848.74
Monitors] - 822-2565-111-2341	20737	41435	\$1,896.00

J Marx
09-4-25

RECEIVED
2025
ACCOUNTS PAYABLE

Comments

AUGUST 2025 HTS Billing
8/4/2025 thru 8/29/2025

Thank You!

Invoice Sub-Total	\$34,920.23
TAX EXEMPT	
Sales Tax	\$0.00
Total	\$34,920.23
Deposits	\$0.00
Balance Due	\$34,920.23

Please detach bottom portion to be returned with remittance

Location Number	20737
Customer Number	272800
Invoice Number	12070064
Invoice Total	\$34,920.23

Remit to:

FIRST STUDENT, INC
22157 Network Plaza
Chicago, IL 60673-1221
USA

00000207370000272800001207006400034920235



FIRST STUDENT, INC.

KENOSHA 20737
6015 52nd Steel
Kenosha, WI 53144

Phone: 262-657-7155
Fax: 262-657-1374

INVOICE #	12078601
Invoice Date	10/20/2025
Terms	Net 30 Days
Customer Number	272800
Purchase Order #	SEPT 2025 HTS

Customer Information

Name KENOSHA UNIFIED SCHOOL DISTRICT #1
Address 3600 52ND ST
ATTN: JEFF MARX
KENOSHA, WI 53144

Service Description	Location	Account	Amount
Regular Transportation 822-2561-000-2341	20737	41120	\$465,117.15
Special Education Transportation	20737	41120	\$328,816.09
Monitors I 822-2565-111-2341	20737	41438	\$80,491.52

RECEIVED
NOV 06 2025
ACCOUNTS PAYABLE

J Marx
11-6-25

Comments

September 2025 HTS Invoice
9/2/25 thru 9/30/25

Thank you!!

Invoice Sub-Total	\$874,424.76
TAX EXEMPT	
Sales Tax	\$0.00
Total	\$874,424.76
Deposits	\$0.00
Balance Due	\$874,424.76

Please detach bottom portion to be returned with remittance

Location Number	20737
Customer Number	272800
Invoice Number	12078601
Invoice Total	\$874,424.76

Remit to:

FIRST STUDENT, INC.
22157 Network Place
Chicago, IL 60673-1221
USA

00000207370000272800001207860100874424763



FIRST STUDENT, INC.

KENOSHA 20737
6015 52nd Street
Kenosha, WI 53144

Phone: 362 657 7155
Fax: 362 657 1374

INVOICE #

12082155

Invoice Date

11/02/2025

Terms

Net 30 Days

Customer Number

272800

Purchase Order #

October 2025 HTS

Customer Information

Name: KENOSHA UNIFIED SCHOOL DISTRICT #1
Address: 3600 52ND ST
ATTN: JEFF MARX
KENOSHA, WI 53144

Service Description	Location	Amount	Amount
Regular Transportation	20737	41120	\$474,758.47
Special Education Transportation	20737	41120	\$321,397.44
Minibus	20737	41426	\$69,631.66

822 - 1561 - 000 - 2341
822 - 2903 - 111 - 2341

RECEIVED
NOV 25 2025
ACCOUNTS PAYABLE

J Marx
11 25 - 25

Comments

October 2025 HTS Invoice
10/125 thru 10/31/25

Thank you!

Invoice Sub-Total

\$884,787.59

TAX EXEMPT

Sales Tax

\$0.00

Total

\$884,787.59

Deposits

\$0.00

Balance Due

\$884,787.59

Please return bottom portion to be returned with remittance

Location Number	20737
Customer Number	272800
Invoice Number	12082155
Invoice Total	\$884,787.59

Remit to:

FIRST STUDENT, INC.
20157 Noyan Place
Chicago, IL 60673-1221
USA

00000207370000272800001208215500884787590



FIRST STUDENT, INC.

KENOSHA 20737
6015 52nd Steel
Kenosha, WI 53144

Phone: 262-657-7155
Fax: 262-657-1374

INVOICE #	12088663
Invoice Date	12/01/2025
Terms	Net 30 Days
Customer Number	272800
Purchase Order #	Nov 10, 2025

Customer Information

Name KENOSHA UNIFIED SCHOOL DISTRICT #1
Address 3600 52ND ST
ATTN: JEFF MARX
KENOSHA, WI 53144

Service Description	Location	Account	Amount
Regular Transportation 50% Snow Day — 822-2561-000-2341	20737	41120	\$11,700.21
Special Education Transportation 50% Snow Day } 822-2565-111-2341	20737	41120	\$8,159.87
Monitors 50% Snow Day	20737	41438	\$2,300.48

RECEIVED
 JAN 09 2026
ACCOUNTS PAYABLE

J Marx
 1-9-26

Comments

November 10, 2025 - SNOW DAY 50%
Thank you!

Invoice Sub-Total	\$22,160.56
TAX EXEMPT	
Sales Tax	\$0.00
Total	\$22,160.56
Deposits	\$0.00
Balance Due	\$22,160.56

Please detach bottom portion to be returned with remittance

Location Number	20737
Customer Number	272800
Invoice Number	12088663
Invoice Total	\$22,160.56

Remit to:

FIRST STUDENT, INC.
22157 Network Place
Chicago, IL 60673-1221
USA

00000207370000272800001208866300022160566



FIRST STUDENT, INC.

KENOSHA 20737
6015 52nd Street
Kenosha, WI 53144

Phone: 262-657-7155
Fax: 262-657-1374

INVOICE #

12088659

Invoice Date

12/01/2025

Terms

Net 30 Days

Customer Number

272800

Purchase Order #

November 2025 HTS

Customer Information

Name KENOSHA UNIFIED SCHOOL DISTRICT #1
Address 3600 52ND ST
ATTN: JEFF MARX
KENOSHA, WI 53144

Service Description	Location	Account	Amount
Regular Transportation — 822-2561-000-2341	20737	41120	\$371,784.35
Special Education Transportation	20737	41120	\$253,309.93
Monitors I 822-2565-111-2341	20737	41438	\$69,267.20

RECEIVED
 JAN 09 2026
 ACCOUNTS PAYABLE
J Marx
 1-9-26

Comments

November 2025 HTS Invoice
11/3/25 thru 11/25/25
Excludes 11/10/25 - Snow Day
See separate invoice for 11/10/25

Thank you!

Invoice Sub-Total	\$694,361.48
TAX EXEMPT	
Sales Tax	\$0.00
Total	\$694,361.48
Deposits	\$0.00
Balance Due	\$694,361.48

Please detach bottom portion to be returned with remittance

Location Number	20737
Customer Number	272800
Invoice Number	12088659
Invoice Total	\$694,361.48

Remit to:

FIRST STUDENT, INC.
22157 Network Place
Chicago, IL 60673-1221
USA

00000207370000272800001208865900694361483

FIRST STUDENT, INC.

KENOSHA 20737
6015 52nd Steet
Kenosha, WI 53144

Phone: 262-657-7155
Fax: 262-657-1374

INVOICE #

INVOICE #	12094794
Service Date	12/19/2025
Invoice Date	12/29/2025
Terms	Net 30 Days
Customer Number	272800
Purchase Order #	DEC 2025 HTS

Customer Information

Name KENOSHA UNIFIED SCHOOL DISTRICT #1
Address 3600 52ND ST
ATTN: JEFF MARXKENOSHA, WI 53144

Service Description	Location	Account	Amount
Regular Transportation — 822-2561-000-2341	20737	41120	\$333,001.51
Special Education Transportation	20737	41120	\$224,054.03
Monitors I 822-2565-111-2341	20737	41438	\$61,683.20

J. Marx
 1-9-26

Comments

December 2025 HTS Invoice
Service Dates: 12/1/25 thru 12/19/25
Thank you!!

Invoice Sub-Total	\$618,738.74
TAX EXEMPT	
Sales Tax	\$0.00
Total	\$618,738.74
Deposits	\$0.00
Balance Due	\$618,738.74

Please detach bottom portion to be returned with remittance

Location Number	20737
Customer Number	272800
Invoice Number	12094794
Invoice Total	\$618,738.74

Remit to:

FIRST STUDENT, INC.
22157 Network Place
Chicago, IL 60673-1221
USA

00000207370000272800001209479400618738748