ALTERNATIVE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 16th day of August 2024, by and between Jefferson Elementary School District (hereinafter called "District"), and First Student, Inc., with its principal place of business at 191 Rosa Parks Street, 8th Floor, Cincinnati, Ohio 45202 and local business offices for purposes of this Agreement at 2103 S. El Camino Real, Suite 104B, Oceanside, CA 92054 (hereinafter called "Contractor") (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS District selected Contractor to provide the student transportation services; 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 on August 16th, 2024, and shall continue through June 30, 2025 ("Term"). Except as otherwise provided herein, District agrees to compensate the Contractor at the rates specified in Exhibit A.

1.2 This Agreement may be extended by mutual written agreement for three (3) additional one (1) year periods, with written notice at least 30 days prior to the upcoming school year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on August 16th, 2024, and ending on June 30, 2028, during the Term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

2.1 Contractor shall, during the term of this Agreement, agree to provide alternative transportation services as requested by the District by coordinating with local, qualified subcontractors. Contractor's obligations under this Agreement are subject to subcontractor availability. In the event of a conflict between the documents concerning the relationship between local qualified subcontractors and the Contractor and the provisions of this Agreement, the Agreement will control.

2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of vehicles will be adjusted accordingly. District may increase or decrease services to be provided by Contractor upon agreement of the parties. However, where such increases or decreases impact the service levels, personnel levels, or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements, the parties shall negotiate in good faith to adjust the rates at which services are provided to cover increase or decreases in cost structure associated with such

changes.

by District. In the event that the parties are unable to reach agreement regarding an adjustment, either party may terminate this contract upon not less than thirty (30) days written notice to the non-terminating party.

2.3 District represents, warrants, and covenants that from and after the effective date of this Agreement, District will use Contractor for some or all of District's home-to-school, special education, or other transportation at rates set forth in Exhibit A. The cost of transportation shall include any and all costs of tolls, if applicable.

2.4 District must inform Contractor within forty-eight (48) hours of an incident its intent to assess liquidated damages and must bill Contractor for such liquidated damage within thirty (30) days of the incident. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident.

SECTION 3: COMPENSATION AND BILLING

3.1 In consideration for all services rendered hereunder, District shall pay to Contractor all sums due and owing for transportation services in accordance with the rates set forth in Exhibit A.

3.2 Contractor will submit to District a monthly statement of its services rendered during the prior month. District shall pay all undisputed amounts due to the Contractor on or before the 10th business day following the date on which the statement has been submitted.

If any portion of the billed service in the statement is disputed by District or the District seeks a revised invoice, District shall deliver written notice specifying the disputed amount or requested revisions to the Contractor within five (5) business days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement or reject the invoice in the future. All disputes shall be resolved pursuant to the Dispute Resolution clause of this Agreement.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days, Contractor shall be entitled to charge interest on unpaid amounts at the rate of the lesser of 1.5% per month or the maximum amount allowed by state law. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Without limitation, Contractor shall be entitled to court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

SECTION 4: ESCALATION

4.1 District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.

4.2 In the event of unusual circumstances, such as changes in local, state, or federal taxes, laws or regulations, District directives or specifications, increased insurance or surety premiums, or any other condition which

causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the Parties shall determine a reasonable and proportionate amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase.

SECTION 5: RESERVED

SECTION 6: ROUTES AND SCHEDULES

6.1 Contractor shall be primarily responsible for planning all routes, stops and schedules unless District specifies otherwise in writing. Contractor shall furnish District a list of routes for their approval on or before the first the specified date, first day of each school year or when a new route is requested.

6.2 District shall furnish Contractor with a list of student names and addresses not later than 30 days prior to the start of each school year, from which Contractor will construct a complete route map on or before the first day of enrollment of each school year. Contractor shall use the route information provided by District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District for their review and approval. District and/or Contractor shall inform parents, guardians and/or families of these times. Performance of the services under this Agreement may entail the disclosure of personally identifiable information from student education records protected by FERPA the Family Educational Rights and Privacy Act (FERPA) ("Student Information"). For the purposes of this Agreement, Contractor will be designated as a "school official" with "legitimate educational interests" in Student Information, as those terms have been defined under FERPA and its implementing regulations and will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on District. To that end, any personally identifiable information, as that term is defined by FERPA, may be used by Contractor only for the purposes for which disclosure was made.

6.3 District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice.

SECTION 7: RECORDS AND REPORTS

7.1 Contractor shall provide within thirty (30) 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 by using the same degree of care used to protect its own confidential information.

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 transportation director, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an 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.

7.4 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.

SECTION 8: INDEMNIFICATION

8.1 Contractor agrees to indemnify, hold harmless, and defend District, its governing board, officers, employees 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 the negligence or willful misconduct of Contractor, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees; student upon student violence; routing or scheduling; or Contractor's good faith adherence to District's policies, procedures, or directives.

8.2 District agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees, subcontractors, 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 the negligence or willful misconduct of District, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

8.3 Notwithstanding the foregoing, (a) each Party shall advise the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying Party to defend such claims or investigate such notice, (b) each Party shall provide the indemnifying Party with the cooperation and assistance necessary to defend such claim requested by the indemnifying Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which

shall not be unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

SECTION 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- including Bodily Injury, Property Damage, Personal Injury, and Advertising Injury with limits of $1,000,000.00 each Occurrence/$1,000,000.00 General Aggregate; Automobile Liability limits of $1,000,000.00 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 a certificate of insurance evidencing such coverage and designating District as an additional insured. but only with respect to liability for bodily injury, property damage, or personal injury arising directly out of Contractor's negligent or willful acts or omissions. Insurers shall maintain a minimum A.M. Best's & Company rating of A. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws under which Contractor shall operate for this Agreement.

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, cyber-attack, power or communications outage, picketing, strike, pandemic, epidemic, labor dispute, labor shortages, supply chain disruption, fuel shortage, governmental action or any other condition or cause beyond Contractor's control (each a "Force Majeure Event"), District shall excuse Contractor from performance under this Agreement for the duration of such Force Majeure Event.

SECTION 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.

11.2 District shall pay Contractor full price of trip if two (2) hours' notice isn't given to the Contractor. 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 in light of the circumstances presented.

SECTION 12: SAFETY PROGRAM

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

12.2 Contractor's employees shall not be required to perform any medical functions for passengers, including but not limited to administering an Epi Pen.

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 act as Contractor's liaison to District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.

13.2 District shall designate management personnel who shall be responsible for coordination of the student transportation requirements of District and act as District's liaison to Contractor. Prior to the start of the school year, 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 provide a sufficient number of qualified subcontracted drivers and support personnel to assure District of continuous, reliable, safe, and on time service.

14.2 Contractor shall take reasonable steps to ensure that its employees and subcontracted personnel act professionally and appropriately around all students and District staff. Contractor shall not knowingly permit drivers to smoke on a vehicle, or to violate any federal or state law related to the operation of a vehicle while intoxicated or under the influence of any prohibited substance.

14.3 Contractor shall be responsible for providing and discharging subcontractors to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any employee or subcontractor 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 or any subcontractors arising from the removal of that individual based on the District's request.

14.4 Contractor shall provide drivers that are fully qualified, trained and licensed as required by applicable law. Contractor agrees that each driver shall:

14.4.1 Possess a valid drivers' license or permit required for any smaller passenger vehicle.

14.4.2 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent required by applicable law.

14.4.3 Prior to employment and periodically thereafter, contracted drivers will, undergo such drug and alcohol testing to verify that the driver is not engaged in any prohibited or unsafe vehicle operations. Any driver that fails a drug or alcohol test or refuses to take such test will be subject to immediate disqualification.

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. Upon request, District shall have the right to review course content.

SECTION 16: VEHICLES AND EQUIPMENT

16.1 All vehicles supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall require subcontractors to maintain the vehicles used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

17.1 The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Subcontracted drivers are responsible only for such discipline as is required to operate Contractor's vehicles properly and safely. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of other students or drivers and then only after radio notice to Contractor's terminal and to the student's building or school principal. In all cases of disciplinary ejection, the vehicle 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. District and Contractor will, in the event Contractor determines that a student poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such student. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

17.2 Student vandalism or damage to Contractor's or subcontractor 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. If cleaning of a vehicle is necessitated by passenger conduct, Contractor reserves the right to pass through the cost of cleaning to District.

SECTION 18: ASSIGNMENT

18.1 This Agreement shall not be assigned by the Parties hereto, without the written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Contractor may, without approval, assign the Agreement to a parent company, subsidiary, related or affiliated company. Furthermore, a Contractor shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all its assets.

SECTION 19: TERMINATION

19.1 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 (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 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 Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting Party shall give the defaulting Party not less than thirty (30) 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.

19.3 Either Party may terminate this Agreement for convenience upon not less than sixty (60) days' prior written notice to the other Party.

SECTION 20: DATA RIGHTS

20.1 District hereby grants to Contractor the right and license to (a) use, store, create derivative works from, sublicense, translate, format, distribute, and otherwise process Service Data as required in the performance of Contractor's obligations under this Agreement; (b) use Service Data to improve, enhance, and support the nature, quality and features of Contractor and Contractor affiliate products, software, and services; and (c) create and develop adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data, provided that Contractor complies with applicable privacy law and the resulting materials do not contain personally identifiable information. All adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data described in the foregoing subsection (c) shall be deemed to be Contractor data. "Service Data" means data collected by, provided to, or processed by Contractor, or input by or on behalf of District, through or in connection with District's use of the Services, including location and routing data generated by, collected by and/or transmitted through products installed in vehicles.

SECTION 21: SURVIVAL

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

SECTION 22: STATUS OF CONTRACTOR

22.1 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. Contractor understands and agrees that Contractor and its employees, contracted services providers, and/or subcontractors, are always acting as independent contractors while performing the services pursuant to this Agreement and are not agents, partner, or employees of District by virtue of this Agreement. No employee, contracted service provider, or subcontractor of Contractor shall be considered an employee or agent of District. Contractor and its employees, contracted services providers, and/or subcontractors are not entitled to the benefits provided by District to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance, or unemployment compensation insurance. Notwithstanding anything herein to the contrary, Contractor shall indemnify, save, and hold harmless District for any and all claims, actions, and expenses, including court costs and reasonable attorneys' fees, and against all liabilities, losses, damages, suits, actions, fines, penalties, or demands of any kinds arising out of or in any way connected with the allegation or assertion that an employee of Contractor is an employee of District and/or entitled to any of the benefits to which a District employee would be entitled, including workers' compensation.

SECTION 23: SEVERABILITY

23.1 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 this Agreement shall remain in full force and effect.

SECTION 24: MODIFICATION

24.1 Contractor and District may 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 25: NOTICE TO PARTIES

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

Notices to District shall be addressed to:

_____

Nellaine Kilgore
Special Education Director
1219 Whispering Wind Dr.
Tracy CA. 95377
nkilgore@jsdtracy.com

Notices to Contractor shall be addressed to:

First Student, Inc.
2103 S. El Camino Real, Ste. 104B
Oceanside, CA 92054
Gregg.prettyman@firstgroup.com

With a copy to:

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

25.2 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 26: ENTIRE AGREEMENT

26.1 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 27: COMPLIANCE WITH THE LAW

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

SECTION 28: DISPUTE RESOLUTION

28.1 The Parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation within sixty (60) days of dispute 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 29: PLACE OF CONTRACT/CONTROLLING LAW

29.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, without regard to conflict of law principles. The Parties agree that any action at law or equity instituted against either Party to this Agreement must be commenced only in the Hamilton County, Ohio Common Pleas Court or the United States District Court for the Southern District of Ohio. District irrevocably consents to the personal jurisdiction of the state and federal courts of Ohio as set forth above.

SECTION 30: PRICING
Refer to "Exhibit A. Pricing Overview"

31: AUTHORITY

31.1 Both Parties warrant that they are properly authorized to enter into this Agreement.

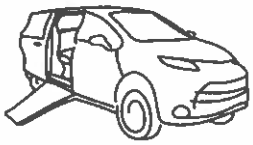
[Remainder of page left blank intentionally]

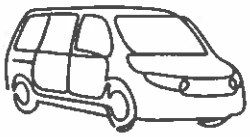
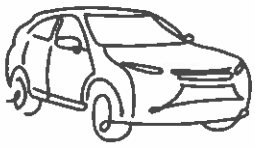
IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.		Jefferson Elementary School District	
By:	Gregg Prettyman	By:	James W. Bridges
Title:	Vice President, FirstAlt	Title:	Superintendent
Signature:		Signature:	
Date:		Date:	8/16/24

Exhibit A. Pricing Overview

The pricing matrix includes the associated fees for the following vehicle types:



PROPOSED PRICING	
BASE TRIP ELEMENTS	**CHARGE**
Trip Minimum	$82.50
Mileage Included in Trip Minimum	8 miles
Cost Per Mile > Miles Included	$2.65
ADDITIONAL TRIP ELEMENTS – AS NEEDED	**CHARGE**
Equipment Service Fee (Car Seat, Booster, Safety Vest, Buckle Guard, Etc.)	$5.00
Wheelchair Service Fee	$40.00
Monitor Fee (Per hour, 2-hour minimum)	$50.00
District Approved Wait Time (Per hour, billed in 15-minute increments)	$60.00
Late Cancel (Less than two hours prior to scheduled pick-up time)	Full Price of Trip
No-Show (100% of the students on a trip are not present)	Full Price of Trip

TRIP ELEMENTS AND PRICING DEFINITIONS

All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.

As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.

Trip Charges

One-way transportation from home-to-school (inbound trip) or school-to-home (outbound trip) with a student or monitor continually on board. A trip is a collection of students combined into one vehicle with all pick up/drop off and other needs accounted for. Customers are billed on a per trip basis. A trip may contain any of the following: a single student, multiple students, monitor, special equipment. Billable elements of a trip may include - a trip minimum fee, trip mileage, monitor, equipment, and any other applicable considerations. The total number of trips a district is charged for is determined by adding together each of the one-way trips.

Trip Minimum

The minimum charge for any trip regardless of miles, equipment, etc.

Mileage Charges

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be incurred. Mileage charges are calculated on driving distance through a third-party provider such as Google or MapQuest. We determine the mileage based on the most efficient route for the district and students. The total mileage is rounded up to the next whole mile. All mileage will be calculated based on approved student and school addresses provided by the district. When monitors are riding on the vehicle the mileage rate will continue until the monitor is returned to their point of origin.

Miles Included

The number of miles included in the trip minimum. If additional students are added to a trip and the miles remain under the "miles included" number, no additional charge will be incurred.

Wheelchair Vehicle

An additional cost is charged when a wheelchair vehicle is required, the cost is applied per wheelchair.

Student Equipment

Per student/per trip cost for students requiring additional equipment such as a car seat, safety vest, etc.

Monitor

If the district provides the monitor, there is no additional monitor charge, other than any additional mileage that might be added to the trip. A monitor charge (per trip) will be applied for any monitor supplied by FirstAlt, in addition to any added mileage to the trip.

Standard Wait Time

Drivers will wait three minutes past the regular scheduled pick-up time if students are not ready for pick-up at the scheduled pick-up time. If the students are still not ready after the three minutes of wait time, the student will be marked as a no-show and the driver will move on to their next scheduled stop.

When returning home, if the parents or responsible party are not available to receive the student, we will contact the responsible party by phone for further instructions. If they are unavailable, we will contact the school district for instructions. If we are directed to return the student to school or are unable to reach either party, we will return the student to a school district representative at the student's school.

If we contact the school district and are advised to wait onsite, we will then bill according to the school district's approved wait time.

District Approved Wait Time

Wait time will only be charged upon the district's request and/or approval. Wait time will be billed per hour, in 15-minute increments. Wait time is utilized when a district requests a driver to wait at the home or school beyond the scheduled pick-up/drop-off time.

No-Shows and Late Cancels

Late Cancel

A late cancel charge is incurred when FirstAlt has been notified of a trip cancellation less than two hours prior to the scheduled pick-up time.

No-Shows

A no-show is incurred once the driver has arrived at the pick-up location within the scheduled pick-up window and having waited the designated time to pick-up the student, no student is present. A trip is marked as a no-show when 100% of the students on a trip are not present. All trips will remain active unless the district indicates otherwise.

Travel Time

Per most school district and state standards, the expected travel time for students we are transporting will not exceed one hour for each one-way trip unless approved by the school district. However, we fully understand some children may live quite a distance from school, have adverse weather, traffic or other unusual conditions, and therefore will need more than one hour of travel time.

ADDING AND REMOVING STUDENTS

We recognize that a district's student transportation needs are constantly changing. Examples include new students needing transportation, students moving out of the district or to a new address within the district, students no longer needing transportation, etc. When it becomes necessary to make changes to a previously routed trip, FirstAlt will provide the district with the updated details including the updated cost of trip, the new order of student pick-ups and the updated pick-up times. FirstAlt will then await district approval of the cost impact before proceeding.

New student transportation requests or changes to existing trips often take up to two (2) business days, and at times may take up to three (3) business days to implement. If FirstAlt staff believes the requested addition or change could take more than three (3) business days, we will communicate with the school district to determine a reasonable amount of time.

STUDENT CANCELLATIONS

There are two types of student cancellations, temporary and permanent.

Temporary Student Cancellation

If a student is sick or will not be attending school temporarily (5 days or less), the parent or district can reach out to FirstAlt directly to make this request. If a student is a single rider and is temporarily cancelled there will be no trip charge. If the student is part of a multiple rider trip, the district will be charged the normal trip rate.

Permanent Student Cancellation

The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, FirstAlt will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.

HARD TO SERVICE TRIPS

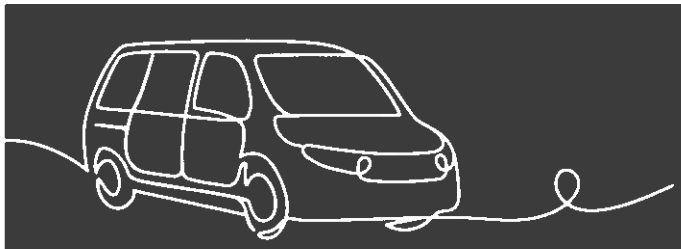
If a particular trip is determined to be "hard to service," FirstAlt will work closely with the district to determine the best method to service these trips and what additional costs will be needed to assist drivers in servicing these trips. Examples might include students that urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this additional pricing is to provide FirstAlt and the district with a method and approach to service trips that include exceedingly challenging circumstances.

AMENDMENT OF RATES

Rates for services provided under this agreement shall be adjusted at an increased rate of 3% each year.

FUEL SURCHARGES

When the average fuel price exceeds $5.00 per gallon, the mileage rate will be increased by calculating 50% of the fuel price that exceeds $5.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is $5.60, the increase would be 50% of the 60 cents or 30 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of "[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm



FIRSTalt

1. Who from your team will be our main points of contact? These contacts will be who we address correspondence to regarding day-to-day situations and can approve/review student changes and answers our questions.

Full name:	Full name:	Full name:
Title:	Title:	Title:
Phone number:	Phone number:	Phone number:

2. Is there a phone number we can provide to parents when we refer them back to your district?

Phone number: (209) 855-9704

3. **Billing:** Please provide billing contact information.

Full name: Laura Frush Phone number: (209) 836-3395 ext 243

Title: Business Services Specialist

Email address: lfrush@jsdtracy.com

4. **DistrictView Contact**: Who from your district would you like to receive access to your DistrictView?

Name, title and email address: NelLaine Kilgore / nkilgore@jsdtracy.com

Name, title and email address: Brittany Shepherd / brishepherd@jsdtracy.com

Name, title and email address: Shaundra Minaudo / sminaudo@jsdtracy.com

FIRSTalt

5. **After Hours Contact**: Who should our team contact after normal business hours?
Please provide the emergency contact name, title and their phone number.

Full name: Nellaine Kilgore Phone number: (209)541-9992

Title: Special Education Director

6. **Undeliverable students:** In a situation where the parent/guardian is not home to receive a student, how would you like FirstAlt to proceed?

(3) ☑ Return the student to school. (FirstAlt will call the school to ensure the student can be returned.)

(2) ☑ Ask the driver to wait at the designated drop-off spot -- incurs wait time. (This will accumulate wait time and your district will be charged.)

(1) ☑ Other: Call Parents

7. **Inclement weather:** To prepare for severe weather, can FirstAlt be included on your distribution list? The following people should be included:

FirstAlt representative's name: DESMOND POULSON

Email address: Desmond.Poulson@firstgroup.com

Operations: Manager | FirstAlt | First Student, Inc.

Phone number: 480-490-8978

If your district is closed, should all transportation be canceled? (This would also include out-of-district students.)

☐ Yes

☐ No

Please include any additional information here:

Please provide additional comments and/or questions for the FirstAlt team below:

will we have the ability to add additional district personnel to the District View Contacts later on? Can we manage that ourselves? Or do we need to submit additional names through a process?