

**THIRD AMENDMENT AND EXTENSION TO
TRANSPORTATION SERVICES AGREEMENT
BETWEEN JEFFERSON CITY SCHOOL DISTRICT AND FIRST STUDENT, INC.**

THIS AMENDMENT is made and entered into as of the ____ day of FEBRUARY, 2020 by and between Jefferson City School District with principle offices at 315 E. Dunklin, Jefferson City, MO 65101 (the "District") and First Student, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 11960 Westline Industrial Dr., #321, St. Louis, MO 63146 ("Contractor" and, collectively with the District, the "Parties").

WHEREAS, the Parties entered into that certain Transportation Agreement dated March 9, 2009 (the "Original Agreement" and amendments and extensions to that Transportation Agreement dated as of January 17, 2012 (the "First Amendment") and February 9, 2015 (the "Second Amendment" together, with the Original Agreement and the First Amendment, the "Agreement"); and

WHEREAS, the Parties desire to further extend the term of the Agreement and amend certain portions thereof (the "Third Amendment");

NOW, THEREFORE, the Parties mutually agree as follows:

All terms used herein, unless otherwise defined in this Third Amendment, shall have the same meaning as set forth in the Original Agreement, or any applicable amendment thereto. Following the effective date of this Third Amendment, future references to the Agreement in any communication or document between the Parties shall mean the Agreement incorporating the changes and/or additions, as amended by the First, Second and this Third Amendment.

1. **TERM.** The term of the Agreement shall extend for three (3) additional years commencing July 1, 2020 and continuing through June 30, 2023; thereafter this agreement may be extended upon the mutual agreement of the Parties for two additional one-year periods.
2. **COMPENSATION** Commencing July 1, 2020, the rates of compensation payable hereunder during the ensuing Contract Year shall be set forth in Exhibit A and are based on current number of routes.
3. **LIQUIDATED DAMAGES** The Parties agree that the District may assess liquidated damages in the amounts and in accordance with the terms set forth on Exhibit B hereto.
4. **EQUIPMENT** Contractor agrees to purchase new buses equipped according to the specifications contained in the Agreement and retire existing fleet buses according to the schedule below.

Year 1 (2021)	6 Buses
Year 2 (2022)	3 Buses
Year 3 (2023)	5 Buses
Extension (2024)	10 Buses

5. **ASSIGNMENT** The following provision shall replace Section 11.1 of the Agreement:

"This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that FirstGroup or the Contractor may, without approval, assign the Agreement to a parent, subsidiary, related or affiliated company. Furthermore, FirstGroup or the 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 of its assets with reasonable notice to the other Party."

- 6. **AMENDMENTS PREVAILING** In the event of an express conflict between the terms and provisions of the Original Agreement and the terms of any Amendment to the Original Agreement, the terms and provisions of the most recent Amendment shall apply.
- 7. **NOTICE TO PARTIES** All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed to:

Jefferson City School District
 315 E. Dunklin
 Jefferson City, MO 65101

Notices to CONTRACTOR shall be addressed to:

First Student
 11960 Westline Industrial Dr., #321
 St. Louis, MO 63146

With a copy to:

General Counsel
 FirstGroup America, Inc.
 600 Vine Street
 Suite 1400
 Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the Parties hereto by persons duly authorized on the day and year first written above.

JEFFERSON CITY SCHOOL DISTRICT

FIRST STUDENT, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

EXHIBIT A
July 1, 2020 through June 30, 2025
Route Rates Per Bus, Per Day

Bus Size/Route Type	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
72 Passenger single	\$ 232.07	\$ 266.88	\$ 277.56	\$ 288.66	\$ 300.21	\$ 312.22
72 Passenger - single & double AM or PM only	\$ 245.82	\$ 282.69	\$ 294.00	\$ 305.76	\$ 317.99	\$ 330.71
72 Passenger double	\$ 259.53	\$ 298.46	\$ 310.40	\$ 322.82	\$ 335.73	\$ 349.16
72 Passenger - double & triple AM or PM only	\$ 264.52	\$ 304.20	\$ 316.37	\$ 329.02	\$ 342.18	\$ 355.87
72 Passenger triple	\$ 268.17	\$ 308.40	\$ 320.74	\$ 333.57	\$ 346.91	\$ 360.79
84 Passenger single	\$ 254.71	\$ 292.92	\$ 304.64	\$ 316.83	\$ 329.50	\$ 342.68
84 Passenger - single & double AM or PM only	\$ 268.15	\$ 308.37	\$ 320.70	\$ 333.53	\$ 346.87	\$ 360.74
84 Passenger double	\$ 281.58	\$ 323.82	\$ 336.77	\$ 350.24	\$ 364.25	\$ 378.82
84 Passenger Triple	\$ 289.16	\$ 332.53	\$ 345.83	\$ 359.66	\$ 374.05	\$ 389.01
O.H. single	\$ 208.01	\$ 239.21	\$ 248.78	\$ 258.73	\$ 269.08	\$ 279.84
OH - single & double AM or PM	\$ 219.80	\$ 252.77	\$ 262.88	\$ 273.40	\$ 284.34	\$ 295.71
O.H. double	\$ 231.59	\$ 266.33	\$ 276.98	\$ 288.06	\$ 299.58	\$ 311.56
Special services transfer	\$ 42.23	\$ 48.56	\$ 50.50	\$ 52.52	\$ 54.62	\$ 56.80
Enrichment shuttle	\$ 47.47	\$ 54.59	\$ 56.77	\$ 59.04	\$ 61.40	\$ 63.86
Nichols shuttle	\$ 32.54	\$ 37.42	\$ 38.92	\$ 40.48	\$ 42.10	\$ 43.78
Early dismissal	\$ 52.42	\$ 60.28	\$ 62.69	\$ 65.20	\$ 67.81	\$ 70.52
ECIP AM/PM routes	\$ 244.04	\$ 280.65	\$ 291.88	\$ 303.56	\$ 315.70	\$ 328.33
Charge for 2nd tier when paired w/another route	\$ 16.52	\$ 19.00	\$ 19.76	\$ 20.55	\$ 21.37	\$ 22.22
ECIP noon route	\$ 52.42	\$ 60.28	\$ 62.69	\$ 65.20	\$ 67.81	\$ 70.52
Work Study	\$ 16.52	\$ 19.00	\$ 19.76	\$ 20.55	\$ 21.37	\$ 22.22
Monitor AM/PM	\$ 66.24	\$ 76.18	\$ 79.23	\$ 82.40	\$ 85.70	\$ 89.13
Monitor noon	\$ 33.14	\$ 38.11	\$ 39.63	\$ 41.22	\$ 42.87	\$ 44.58
Activity/Field, per mile	\$ 1.28	\$ 1.47	\$ 1.53	\$ 1.59	\$ 1.65	\$ 1.72
Activity/Field, per hour	\$ 15.39	\$ 17.70	\$ 18.41	\$ 19.15	\$ 19.92	\$ 20.72
minimum charge	\$ 51.42	\$ 59.13	\$ 61.50	\$ 63.96	\$ 66.52	\$ 69.18
Prenger Center to YMCA	\$ 51.42	\$ 59.13	\$ 61.50	\$ 63.96	\$ 66.52	\$ 69.18
After-school activities, per day/bus	\$ 65.00	\$ 74.75	\$ 77.74	\$ 80.85	\$ 84.08	\$ 87.44

EXHIBIT B

Liquidated Damages

Because of the difficulty in ascertaining and quantifying the actual damages which the District may sustain should the Contractor fail to perform services as required under this contract, the Parties agree that the District shall have the right to assess liquidated damages for each failure by the Contractor to perform the services required under the Agreement. The amount of liquidated damages for each such failure by the Contractor shall be determined by incident.

In the event Contractor agrees to any increase or decrease in service levels, route changes or substantial schedule adjustments, Contractor shall be afforded a period of ten (10) school days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet District requirements.

The District shall provide the Contractor with a monthly summary itemizing each incident of non-performance, with the total assessment deducted from that month's invoice. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident. The Contractor will have the ability to dispute within one week of receiving the assessment. The District and the Contractor further agree that the above measure of liquidated damages is a reasonable measure of the District's damages, and not a penalty.

Performance deficiencies for which liquidated damages may be assessed are outlined below.

- Each instance of a Contractor employee making an unauthorized bus stop = **\$75 Penalty**

- Each instance of a Contractor employee not following the bus route approved by the District = **\$75 Penalty**

- Late routes - Late routes will be defined as arriving at their first tier AM school later than 10 minutes after or before 10 minutes prior to the scheduled arrival time and arriving later than bell time at their first tier PM school = **\$75 Penalty**
 - District agrees not to "roll" the penalty for subsequent tiers and assess only one LD for the AM or PM portion
 - District agrees not to assess LD's to a route after a route change for a one-week period.
 - District agrees to not assess LD's for a ten (10) school day period after the start of school.

- Failure of the Contractor to notify the District of changes in pick-up times = **\$75 Penalty**

- Inoperable two-way radio, whether it be a mechanical problem or the radio not turned on = **\$75 Penalty**
 - District agrees to a cure period of five (5) calendar days to give the Contractor the opportunity to address and fix issues.

- Inoperable video camera(s): If a video is requested for investigation and First Student cannot produce = **\$100.00 Penalty**

- Failure of the Contractor to perform any or all portions of an assigned route = **\$100.00 Penalty**

- Failure to notify the District immediately of a bus accident and/or provide an accident report within 48 hours = **\$75.00 Penalty**

- Failure of the Contractor's staff to notify the driver of a change in transportation arrangements as directed by the District, or failure of the driver to follow the District's directions for a change in transportation for a student on their bus = **\$100.00 Penalty**

- Failure of the driver to enforce assigned seating charts, or seating arrangements assigned by the principal= **\$100.00 Penalty**
 - Any changes to the seating chart needs to be approved by the principal.

- Activity trips Liquid Damages will be enforced for late arriving drivers, before or during the activity trip
 - School Day Non-conflicting trips (trip that does NOT overlap the school to home schedule) = **\$50.00 Penalty**
 - School Day Conflicting trips (trip that DOES overlap the school to home schedule) = **\$50.00 Penalty**
 - District agrees to not assess liquidated damages if delay is communicated prior to scheduled start for conflicting trips.
 - Non-School Day = **\$150 Penalty**
 - Drivers not available during the trip when the group is ready to leave and an inability to make contact with the driver during the activity trip = **\$100 Penalty**

AGREEMENT TO PROVIDE STUDENT TRANSPORTATION SERVICES

This Agreement, entered into this 9th day of March, 2009, by and between Jefferson City Public Schools, with principal offices at 315 E. Dunkin, Jefferson City, MO. 65109, hereinafter called "District", and First Student, Inc. hereinafter called "Contractor", with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for the purposes of this Agreement located at 10551 Barkley, Suite 620, Overland Park, KS 66212.

WITNESSETH:

WHEREAS, the parties are desirous of providing for certain student transportation services for the students of Jefferson City Public Schools in accordance with the requirements of law and the terms and conditions provided for herein.

WHEREAS, the Contractor submitted an extension proposal to the District to provide these services from July 1, 2009 through June 30, 2012, thereby encompassing the 2009-10, 2010-11, and 2011-12 school years.

WHEREAS, the Board accepted the proposal, subject to entering into a binding written agreement.

NOW, THEREFORE, in consideration of the foregoing, the agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the District hereby agree to the following:

SECTION 1. TERM

The term of this Agreement shall commence July 1, 2009 and shall continue through June 30, 2012. This Agreement may be extended by mutual written agreement for two (2) additional one-year periods.

SECTION 2. SCOPE OF WORK & COMPENSATION

2.1.1 The Contractor hereby agrees to provide the student transportation services, in accordance with the terms hereof, for all eligible public school children residing within the boundaries of the District and who are desirous of attending any of the public schools of the District to which they may be assigned by the Board. Contractor shall, during the term of the Agreement, supply and maintain such number of school buses and personnel as required to fulfill the District's needs for "Basic Transportation" and "Supplemental Transportation" as defined below.

“Basic Transportation” shall mean the safe and convenient transportation of any and all pupils who are designated by District to be transported between school and a point reasonably close to the pupils’ homes. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted by Contractor to District and approved by District.

“Supplemental Transportation” shall mean the safe and convenient transportation of any and all pupils or other authorized persons as may be requested by District for field trips, excursions, athletic activities or any other purpose designated by District.

Any substantive changes to required transportation services may require adjustments to the base rates and charges set forth on Exhibit A, hereto. All student transportation services provided by the Contractor shall comply with and be in accord with all requirements of any applicable municipal, State, and federal laws, ordinances, rules and regulations and the terms and conditions of this Agreement. The Contractor shall provide the student transportation services in a safe, reasonable and prudent manner.

- 2.2. In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein. The District shall be obligated to pay for the actual number of days each vehicle is operated during a calendar month and for other transportation services as agreed to. On or before the 28th calendar day of each month Contractor will submit to District a statement of its services rendered during that billing period, for presentation and approval at the next scheduled Board meeting. Payment will be made by District immediately following Board meeting, but not later than the 20th calendar day of the month following service rendered.

SECTION 3. BUS ROUTES, SCHOOL CLOSINGS, SCHEDULES, AND REPORTS

- 3.1 (a) A schedule of bus routes and bus stops will be provided to the District in a timely manner by the Contractor. Bus stops shall be located in appropriate spots to ensure student safety and efficiency of routing. Specific route stop information will be provided to parents prior to the start of school and shall not be altered or changed without the approval of the District. Contractor shall be responsible for providing bus routes and bus stops for each school year during the term of this Agreement. Contractor shall deliver bus routes and bus stops to the District prior to the beginning of each school year for District approval, and the Contractor shall not deviate from any approved, designated route except by prior consent of the District or in the case of an emergency, which shall be reported promptly thereafter to the District.

(b) The District may request alterations, modifications, or amendments to the bus routes, timing and/or stops in order to meet changing conditions. Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within three (3)

business days after notice is received from District. Rules and regulations for details incidental to the operation of bus routes, bus stops and other attendant matters, which may arise, shall be mutually agreed upon. If the parties cannot agree on the foregoing, the District's decision will be final.

- 3.2 The Contractor shall require the bus drivers to adhere to routes and time schedules as established. Bus drivers who discover cause for route or time adjustment will report same to the Contractor which will take the matter up with the District's designee for consideration and/or approval.

Reasonable changes in routing may be made at any time to accommodate the transportation needs of the students as determined by the Board.

- 3.3 In addition to regular bus routes scheduled hereunder, Contractor shall also provide all other student transportation services which are specifically requested by the District. The Contractor acknowledges that such other requested student transportation services must be requested in writing in a manner described and defined by the District, and the parties agree there will be appropriate compensation for any additional service, as specified in Exhibit A.

Extra-curricular trip (field trip) requests shall be provided to the Contractor not less than seven (7) days prior to the date of the trip in order to ensure sufficient time for driver selection and planning for such trips. The Contractor understands that emergency trips and other circumstances arise, from time to time, that will require Contractor to cover a trip that was not ordered as defined.

- 3.4 The District shall have the sole responsibility of setting policy pertaining to the transportation for private or parochial schools and shall communicate said policy to Contractor.

- 3.5 The Contractor shall assist the Superintendent or designee in any determination of whether transportation services provided by Contractor should be canceled due to inclement weather. To this end, the Contractor shall remain available to the Superintendent or designee for consultation on a daily basis.

- 3.6 Contractor shall make and furnish such reports as may be required or requested by the District or by the Department of Elementary and Secondary education. Contractor will comply with requests in a time frame that is reasonable, depending upon the information being requested.

SECTION 4. INSURANCE

- 4.1 The Contractor agrees to maintain in full force and effect during the term of this Agreement, public liability insurance underwritten by companies normally recognized as being sound and reputable. These insurance requirements are pursuant to the provisions of Section

537.610 RSMo, as amended, in which the sovereign immunity of the District is waived only to the maximum amount of and only for the purposes covered by such policy of insurance. The insurance shall be carried through companies authorized to conduct business in the State and shall provide that they cannot be canceled or materially altered without 30 days prior written notice to the District. The Contractor shall furnish the District, upon written request, with certificates evidencing such insurance.

- 4.2 Such insurance shall insure both the Contractor and the District, jointly and severally, with a combined single limit of Five Million Dollars (\$5,000,000.00) for claims arising under the Agreement. It shall be the responsibility of the Contractor to provide Worker's Compensation Insurance for all of its employees.

SECTION 5. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

- 5.1 The Contractor is an independent Contractor, and as such, is not and shall not be construed to be an agent or employee of the District. 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 for Contractor's employees.
- 5.2 Contractor shall defend District against and hold District, its Board, its agents and employees harmless and does hereby indemnify Board, its agents and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor 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 or its agents or employees.

To the extent permitted by law, District shall defend and hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any person, firm, corporation, or other entity arising from or caused by any act of neglect, default or omission of District or its agents or employees, except to the extent that claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

SECTION 6. VEHICLES

- 6.1 The fleet of regular route vehicles used in performance of this Agreement will be comprised of a combination of vehicle sizes in order to provide transportation services as required. Smaller units may be supplied that require wheelchair accommodations. All buses operated by Contractor will be diesel powered with no regular route vehicle older than ten (10) years, with an average fleet age not to exceed six (6) years. Spare vehicles will be no older than

twelve (12) years and will not be included as part of the average age calculation of regular route buses.

- 6.2 The Contractor agrees that sufficient extra buses shall be provided and available in Jefferson City in order to meet normal and emergency breakdowns and failure of equipment in order that transportation schedules will not be affected. For purposes of this Agreement, Contractor shall provide six (6) spare buses in a maintained and ready state, to accommodate shuttles, field and athletic trips and vehicle breakdown or failure, as described above.
- 6.3 The Contractor agrees to be, and to remain, in compliance with the then current version of all laws pertaining to pupil transportation, including, but not limited to the regulations published and adopted by the Missouri State Board of Education for the design and operation of school buses, and any subsequent amendments to or revisions thereof.
- 6.4 In the event that any governmental agency imposes additional equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement which are specific requirements for the operation of this contract or immediate installation is required for continuing operation of the vehicles, Contractor and District shall negotiate in good faith concerning price increases applicable to such equipment installation.
- 6.5 All vehicles shall be maintained in good repair and working order, and in a clean and sanitary condition. A thorough preventative maintenance program on all vehicles shall be ongoing at all times and documentation of this program shall be provided to the District or Superintendent upon written request. All buses and equipment shall be open to inspection by the District at all reasonable times.
- 6.6 The Contractor shall provide a digital camera system under this Agreement. All buses shall have live cameras for the purpose of recording while the buses are transporting students. Upon written request, the Contractor shall provide video to the District for the purposes of reviewing student behavior on a bus. District and Contractor will work together to develop policies and procedures regarding how the video and audio will be utilized.
- 6.7.1 All buses used to provide transportation services under this Agreement shall be identified by the appropriate lettering on both sides, including the words "Jefferson City Public Schools". When such buses are used for transportation of persons other than the District's students, such identification and lettering shall be covered so as not to be visible.
- 6.7.2 During the prior contract agreement Contractor supplied a number of Type D 84 passenger units when such capacity was not required, due to the availability of extra 84 passenger units. The parties agreed at that time that District would be charged at the 71 passenger rate. The language provided below was agreed to on page 4 of Exhibit A of an agreement between both parties dated December 5, 2005 and will remain in force and effect until the units exceed the age specs identified in this agreement; at which time the decision will be

made whether or not to replace with like capacity at the stated contracted rate for 84 passenger units, or until such time as the District comes to an agreement with Contractor that the larger buses are no longer needed and the routes can be designed around different vehicles. The parties, under a separate letter of understanding, will identify what units are included in this provision so at the time of replacement, District shall notify Contractor of the bus size required to satisfy specific route needs. The language stated;

“84 passenger buses currently in operation will be run at 71/72 passenger rate for the contracted life of the vehicle. 84 passenger buses requested by the district after the contracted life of the current vehicles will be billed at the 84 passenger rate.”

SECTION 7. PERSONNEL

- 7.1 The Contractor shall supply, at its own expense, all personnel necessary or required for the performance of its duties and obligations under this Agreement. The Contractor shall have an ongoing safety program for all bus drivers, and documentation of this program shall be provided to the District or its Superintendent upon written request.
- 7.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus or on school property, nor drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall perform both pre-employment and all other relevant drug tests consistent with applicable law and DOT regulations.
- 7.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to reassign any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that the District shall make such request in writing; state the reasons therefore; and that such request does not violate applicable laws against discrimination.
- 7.4 Bus drivers must meet all applicable State requirements. Contractor shall provide an ongoing training program for Drivers, Monitors and Aides that includes completion of an initial training program and continuing or annual in-service training. A pre-employment drug-screening test is required for all bus drivers and shall be conducted in accordance with any applicable federal, State or local laws and regulations.
- 7.5 Contractor shall ensure that all drivers are licensed in accordance with all applicable federal and state laws, regulations or policies. In addition, Contractor shall ensure that all employees have a good driving record verified by obtaining a moving violations record check (MVR), a clear background by obtaining a criminal record check (CRC), and finally, verification that the employee has a clear history regarding child abuse/neglect.

- 7.6 The Contractor shall employ a qualified full time Manager to oversee the student transportation services (operations) under this Agreement, and act in the capacity of a liaison between the District and the Contractor.
- 7.7 No unauthorized personnel or riders shall be allowed on any vehicle being used in the performance of this Agreement without the express consent of the District. Excluded from this provision are drivers' school aged children and those approved to ride by the District related to the child-ride along program.
- 7.8 The Contractor shall not discriminate against any prospective or active employee because of race, color, national origin, religious creed, sex, age or marital status.

SECTION 8. PUPIL DISCIPLINE

- 8.1 Contractor and District shall jointly develop a student discipline policy. Bus drivers shall report student misconduct occurring on a bus. Bus drivers shall be instructed of the District's disciplinary policy for student misconduct, and the procedure for instituting the same. Contractor will review and supply student discipline misconduct reports and provide the same to District for appropriate action. District will inform Contractor of actions taken.
- 8.2 No bus driver shall put a student off a bus unless that student is putting the driver or another student in jeopardy of physical harm. In the event such is the case, the driver must contact dispatch and request immediate assistance.
- 8.3 Bus drivers do not have authority to refuse any transportation to any eligible student. Matters which may necessitate a withdrawal of eligibility will be reported as soon as possible to the Contractor which will handle the matter through the District.

SECTION 9. PROCUREMENT OF FUEL

- 9.1 The District shall pay for fuel and fuel additives (as required) for the operation of the buses under this Agreement .

SECTION 10. FORCE MAJEURE

- 10.1 Contractor will incur no liability to the District, the county, or the state for failure to perform any obligation under this Agreement if prevented by a national emergency, wars, riots, fires, federal, state or local laws, rules, regulations, shortages (local or national), or fuel allocation programs, or any other cause beyond Contractor's control whether in existence now or

hereafter. Strikes and labor disputes will not be a cause for default provided Contractor can demonstrate that it has made reasonable efforts to avoid the strike or dispute by negotiating in good faith.

SECTION 11. MISCELLANEOUS PROVISIONS

- 11.1 **Assignment.** This Agreement may not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. However, Contractor may assign this Agreement without such consent if the assignment is to a parent, subsidiary, related or affiliated company.
- 11.2 **Notices.** All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, sent to the party at the address shown on page 1 hereof or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be either deposited, postage prepaid, in the registered or certified United States mail, return receipt requested, or sent prepaid via air courier service and shall be deemed given when actually received at the address shown on the postal or air courier receipt.
- 11.3 **Modification.** No waivers, alterations, or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing and duly executed by both the Contractor and the District.
- 11.4 **Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments whether written or oral.
- 11.5 **Termination.** If the Contractor at any time fails to comply with and fully perform any covenant contained herein to be performed by the Contractor, the District shall give prompt notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within ninety (90) days from the receipt of such notice (unless such failure is caused by an event of Force Majeure), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate.

IN WITNESS WHEREOF, the parties hereto being duly authorized execute this Agreement, intending to be legally bound hereby, on the day and year first above written.

Witnessed:

Claudia Bergmeyer

Date: 3-9-09

Attest:

[Signature]

Date: 3-27-09

JEFFERSON CITY PUBLIC SCHOOLS

By: [Signature]

Title: Board of Ed President

FIRST STUDENT, INC.

By: [Signature] 3/27/09

Title: SUP

**AMENDMENT TO AND EXTENSION OF THE PUPIL
TRANSPORTATION SERVICES AGREEMENT BETWEEN JEFFERSON CITY PUBLIC SCHOOLS AND FIRST
STUDENT, INC.**

THIS AMENDMENT is made this 17th day of Jan, 2012 by and between the Jefferson City Public Schools with principal offices at 315 E. Dunklin, Jefferson City, MO 65109 hereinafter called "DISTRICT" and FIRST STUDENT, INC., hereinafter called "CONTRACTOR" with its national headquarters located at 600 Vine Street , Suite 1400, Cincinnati Ohio, 45202 and its local operating offices located at 424 S. Woods Mill Rd., Suite 345, St. Louis, MO 63017 and together called "PARTIES".

WHEREAS, the CONTRACTOR operated the student transportation services for the District for the 2006-2007, 2007-2008, 2008-2009, 2010-2011, and 2011-2012 school years per the specifications provided in an agreement dated December 5, 2005 and an extension March 27, 2009 (hereinafter collectively known as "Original Agreement");

WHEREAS, the Parties desire to further extend the term of the Original Agreement and amend certain provisions thereof;

NOW, THEREFORE, the Parties mutually agree as follows:

All terms used herein, unless otherwise defined in this Amendment, shall have the same meaning as set forth in the Original Agreement. Following the effective date of this Amendment, future references to the Agreement in any communication or document between the DISTRICT and CONTRACTOR shall mean the Agreement incorporating the changes and/or additions in this Amendment.

1. **TERM** The term of this Agreement shall extend for one (1) year commencing July 1, 2012 and continuing through June 30, 2013. The District may terminate this Agreement by providing written notice of service issues to Contractor by no later than December 1, 2012 and/or pursuant to the provisions of paragraph 9 herein. Should the District determine that termination in accordance with this paragraph is not necessary, the parties agree to a single two (2) year extension commencing on July 1, 2013 and continuing through June 30, 2015, subject to the terms, conditions and exceptions set forth herein. Thereafter, this agreement may be extended on a year-to-year basis by mutual agreement of the parties.
2. **COMPENSATION** Commencing July 1, 2012, the rates of compensation payable hereunder during the ensuing contract years shall be those set forth in EXHIBIT 'A' and are based on the current number of routes and pairings.
3. **CHANGES IN SERVICE LEVELS** District may increase or decrease services to be provided by Contractor under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements contained in this Agreement, the Parties shall negotiate in good faith an adjustment in rates at which services are provided to cover increase or decreases in cost structure associated with such changes by District.
4. **VEHICLES** DISTRICT agrees to increase allowable vehicle maximum age to twelve (12) years with an average fleet age not to exceed six (6) years at the beginning of each school year.
5. **REPORTS** Contractor will provide timely and accurate data to assist District in reporting transportation information to the State of Missouri. Violations and errors will result in Contractor crediting one-half (.5%) percent of the invoice amount for regular transportation for the month in which the error or delay occurred.
6. **NOTICE TO PARTIES** All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed to:

Dr. Brian Mitchell
Jefferson City Public Schools
315 E. Dunklin
Jefferson City, MO 65109

Notices to CONTRACTOR shall be addressed to:

Wayne Gensler
First Student, Inc.
11960 Westline Industrial Dr., #321
St. Louis, MO 63146


With a copy via certified mail to:

General Counsel
First Group America, Inc.
600 Vine St., Suite 1400
Cincinnati, OH 45202

5. **INDEMNIFICATION.** Contractor shall not indemnify, hold harmless or defend District, its Board of Education and members thereof, its officers, agents, and employees for claims, costs, injuries or damages arising from or caused by any negligent act, omission or intentional misconduct of District, its Board of Education or members, officers, employees or agents, or Contractor's good faith adherence to District's directives, policies or procedures.
6. **PERSONNEL** District reserves the right to request reassignment from service under this Agreement any driver who, in District's opinion, is unsuitable to operate a bus, provided that District makes such request in writing, providing both the basis for the request and any supporting documentation, and provided further that such request does not violate local, state and/or federal laws, rules and/or regulations. District also reserves the right to request removal of any staff member not meeting the standards required to service District patrons. Such request will be made in writing, providing both the basis for the request and any supporting documentation, and provided further that such request does not violate local, state and/or federal laws, rules and/or regulations.
7. **AMENDMENT PREVAILING.** In the event of an express conflict between the terms and provisions of the Agreement and the terms and provisions of the Amendment, the terms and provisions of this Amendment shall control.
8. **NO OTHER MODIFICATIONS** All terms of the Agreement shall remain in full force and effect except to the extent modified herein. This Amendment shall become a part of and shall be integrated into the Agreement.
9. **TERMINATION:** 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 prompt written notice of default and the opportunity to remedy the violation within ninety (90) days. If at the end of such 90-day default notice period, the party notified has not remedied the purported violation, the non-defaulting party may terminate this Agreement as follows: on the first business day following the last day of the 90-day default notice period, the non-defaulting party shall give the defaulting party 15 days' notice of termination. If the non-defaulting party does not provide this 15-day notice of termination, the default notice shall be deemed rescinded.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

JEFFERSON CITY PUBLIC SCHOOLS

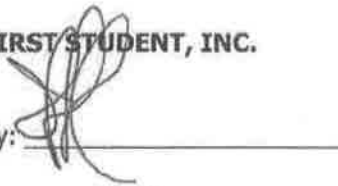
By: 

Title: CFO/COO

ATTEST:

By: Claudia Borgmeyer

FIRST STUDENT, INC.

By: 

Title: ASM

ATTEST:

By: Julie Kristensen

**AMENDMENT TO AND EXTENSION OF THE PUPIL
TRANSPORTATION SERVICES AGREEMENT BETWEEN JEFFERSON CITY PUBLIC SCHOOLS AND FIRST
STUDENT, INC.**

THIS AMENDMENT is made this 9th day of Feb., 2015 by and between the Jefferson City Public Schools with principal offices at 315 E. Dunklin, Jefferson City, MO 65109 hereinafter called "DISTRICT" and FIRST STUDENT, INC., hereinafter called "CONTRACTOR" with its national headquarters located at 600 Vine Street, Suite 1400, Cincinnati Ohio, 45202 and its local operating offices located at 11960 Westline Industrial Dr., #321, St. Louis, MO 63146 and together called "PARTIES".

WHEREAS, the CONTRACTOR operated the student transportation services for the District per the specifications provided in an agreement dated December 5, 2005 and extensions dated March 27, 2009 and January 17, 2012 (hereinafter collectively known as "Original Agreement");

WHEREAS, the Parties desire to further extend the term of the Original Agreement and amend certain provisions thereof;


NOW, THEREFORE, the Parties mutually agree as follows:

All terms used herein, unless otherwise defined in this Amendment, shall have the same meaning as set forth in the Original Agreement. Following the effective date of this Amendment, future references to the Agreement in any communication or document between the DISTRICT and CONTRACTOR shall mean the Agreement incorporating the changes and/or additions in this Amendment.

1. **TERM** The term of this Agreement shall extend for five (5) years commencing July 1, 2015 and continuing through June 30, 2020. Thereafter, this agreement may be extended on a year-to-year basis by mutual agreement of the parties.
2. **TERMINATION FOR CONVENIENCE** Either party may terminate the contract for convenience upon written notice by January 2 of the previous school year.
3. **COMPENSATION** Commencing July 1, 2015, the rates of compensation payable hereunder during the ensuing contract years shall be those set forth in EXHIBIT 'A' and are based on the current number of routes and pairings.
4. **ADDITIONAL SERVICES**. Contractor will install 6 Wifi systems at no cost to the district. District will be billed for monthly usage charges. Contractor will install FirstACTS student discipline system at no additional cost to District.
5. **AMENDMENT PREVAILING**. In the event of an express conflict between the terms and provisions of the Agreement and the terms and provisions of the Amendment, the terms and provisions of this Amendment shall control.
6. **NO OTHER MODIFICATIONS** All terms of the Agreement shall remain in full force and effect except to the extent modified herein. This Amendment shall become a part of and shall be integrated into the Agreement.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

JEFFERSON CITY PUBLIC SCHOOLS

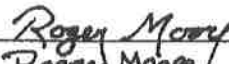
By: 
Brian Mitchell

Title: Superintendent

ATTEST:

By: Claudia Beronmeyer

FIRST STUDENT, INC.

By: 
Roger Moore

Title: Sr. Vice President

ATTEST:

By: _____