

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “Agreement”) is entered effective as of April 1, 2025 (the “Effective Date”) by and between MINOOKA COMMUNITY HIGH SCHOOL DISTRICT 111, an Illinois District (“District”), and SCHOOL BUS LOGISTICS, LLC, a Colorado limited liability District (the “Consultant”).

### RECITALS

A. Consultant provides consulting services for the planning and implementation of school transportation routes for school districts and their agents, affiliates, and contractors, and the District desires to retain Consultant to provide the aforementioned services with respect to planning and implementation of school transportation routing and related services for various school districts for which the District provides services (the “Services”).

B. Consultant desires to perform the Services for the District as a consultant pursuant to the terms herein set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the foregoing and mutual covenants herein contained, agree as follows:

1. **Engagement.** The District hereby engages Consultant to provide the Services, and Consultant hereby accepts the engagement to provide the Services, as an independent contractor, upon the terms and conditions set forth herein.

2. **Scope of Services.** During the term of this Agreement, Consultant shall perform the specific functions for the District as more particularly described on the attached Statements of Work (each, a “SOW”) for each individual school district (collectively, the “Districts”) executed by the parties. The District and the Consultant agree that as of the Effective Date, there are four SOWs attached to this Agreement, and the parties may attach further SOWs to this Agreement upon mutual agreement of the parties and provided that each SOW includes a statement that the provisions of this Agreement shall be incorporated therein.

3. **Agreements of the District.** In connection with the receipt of the Services under this Agreement, the District agrees as follows:

3.1 The District shall use its best efforts to communicate with Consultant regarding all analysis and review by Consultant and all deliverables referenced in Section 2 above, and to do the same with respect to all subsequent updates and changes and all other deliverables set forth in Section 2, above, in a timely fashion, not to exceed two (2) business days when the District is in possession of the required information;

3.2 The District acknowledges that Consultant may make routing adjustments and changes from time to time, and shall implement any such changes when they are communicated to the District by Consultant;

3.3 The District is aware and acknowledges that the Consultant is not a transport service itself, and the Services do not include, in any manner, the actual transportation of children or other persons, and the District agrees that it will separately ensure the actual transportation services and all attendant activities and responsibilities in connection therewith;

3.4 All drivers utilized by the District or any District shall employ the use of GPS devices in the transport vehicles at all times, and the District understands that route plans will be electronically created and will require GPS devices;

3.5 The District hereby represents and warrants to the Consultant that it has obtained, and all transportation service providers have obtained (including each District), all necessary legal and governmental permits as required to perform the transportation services for which Consultant is providing advice and consultation;

3.6 The District hereby represents and warrants to the Consultant that it has obtained (or if a separate transportation service provider has been engaged, that such provider has obtained) sufficient insurance (including without limitation vehicle, personal and District liability, general commercial insurance, umbrella, and any other relevant insurance policies) to perform the transportation services for which Consultant is providing advice and consultation, in any event in such minimum amounts as are required by law or regulation;

3.7 In the event Consultant, or any affiliate, member, manager, employee, or agent of Consultant, sustains any loss or damage by reason any transportation services provided by the Company or any District, the utilization of the Services, or anything else undertaken by the Company or any District in connection with this Agreement or otherwise, the District will fully indemnify Consultant for any such loss or damage, including reasonable attorneys' fees incurred in connection therewith, which indemnity obligation of the District shall survive the expiration or earlier termination of this Agreement. In the event the Consultant or the District or any invitee, transportee, or licensee of the Company or any District sustains any loss or damage by reason of any act or omission of the Company or any District or any of their agents, contractors, or employees, the District will fully indemnify Consultant for any such loss or damage, including reasonable attorneys' fees incurred in connection therewith, which indemnity obligation shall survive the expiration or earlier termination of this Agreement. The Consultant shall have no liability to any third party for the Services or any other services provided by the District or any District to any end user, transportee, student, child, or other person, such liability to be borne solely by the District, and the District agrees to fully indemnify Consultant for any such loss or damage, including reasonable attorneys' fees incurred in connection therewith, which indemnity obligation shall survive the expiration or earlier termination of this Agreement.

3.8 The District represents and warrants that all services it provides (or which it contracts to provide through any contractor) shall comply with all laws, rules, regulations, ordinances, and other legal requirements as the same may be amended from time to time (the "Legal Requirements"). The District understands and acknowledges that Consultant makes no guarantees, covenants, or representations with respect to the timing of pickup/drop-off for any particular route, or the effectiveness of any route plan. The District hereby disclaims any right to seek damages or pursue any remedy, legal or otherwise, in connection with any of the above, or with respect to the Services, to the fullest extent permitted by applicable law.

3.9 The District agrees and acknowledges that the Consultant may utilize the services of sub-contractors to perform the Services; provided that, in each such instance, the District shall have the right to approve in advance, in its reasonable discretion, each applicable subcontractor and the scope of work to be undertaken by such sub-contractor.

4. **Term and Termination.**

4.1 **Term.** The term of this Agreement shall commence as of the Effective Date and, unless sooner terminated as provided herein, continue until the date when the Services have been fully provided to the District by the Consultant as set forth herein, the District has been provided with an invoice for the Services, and the District has paid such invoice in full (the "**Term**"), provided that if any SOW specifies a different term or termination date, the Term and termination date shall be as set forth in the applicable SOW. Notwithstanding the foregoing, the obligations in Sections 3 and 8 hereof shall survive after termination of this Agreement.

4.2 **Termination.**

(a) The District and Consultant may mutually agree in writing to terminate this Agreement at any time.

(b) Either Consultant or the District party may terminate this Agreement (i) immediately if the other party has materially breached a material term of this Agreement and, after written notice and a reasonable opportunity, not to exceed thirty (30) business days, the other party fails to cure such breach, or (ii) for any reason on sixty (60) days' notice.

5. **Effects of Termination.** Upon any termination of this Agreement, except as otherwise provided herein, the District shall have no further obligations to pay any compensation to Consultant under Section 6 for periods after the effective date of termination. Upon termination (a) Consultant shall promptly deliver to the District all Confidential Information (as defined below) and property belonging to the District that is in its possession or under its control (or destroy the same, at its election), and (ii) the District shall pay to Consultant all amounts due and owing to Consultant under Section 6 hereof for periods prior to the effective date of termination.

6. **Compensation.** In consideration for the Services, the District agrees to pay Consultant compensation as set forth on each SOW. Such amount shall be non-refundable under any circumstances except in the event of a material breach of this Agreement by Contractor or as otherwise set forth in the Agreement. In the event that the Services may require Consultant to perform work in addition to the number of hours set forth in the applicable SOW, Consultant shall notify the District, and the District shall have the right to either approve or disapprove of such additional work in its reasonable discretion. Additionally, the District shall reimburse Contractor for all travel expenses incurred in connection with the provision of the Services, including without limitation mileage at the standard IRS rates for client visits and other required driving, hotels, and reasonable daily incidentals. Payment for any amounts owing under this Agreement shall be due net 30 days upon receipt of an invoice for the completed Services when submitted by the Consultant, without the requirement of notice or request, unless otherwise set forth in the applicable SOW.

7. **Independent Contractor Relationship.** This Agreement shall in no way be construed to constitute Consultant as a partner, joint venture, owner, employee, member, officer, or manager of the District, and no action of Consultant shall be considered an action or representation of the District, directly or by implication, as a partner, joint venture, owner, member, officer, or manager of the District.

8. **Confidentiality.**

8.1 **Maintenance of Confidentiality.** Each party acknowledges and agrees that the business of the other party is based upon specialized work and that it has had and will have access to or be provided with Confidential Information (as defined below) of the other party in the course of the parties' relationship under this Agreement. Each party agrees that at all times during the Term, it shall keep secret all such Confidential Information and that it will not directly or indirectly use or disclose the same to any person without first obtaining the written consent of the other party, which consent may be withheld or given in the other party's sole discretion. At any time the disclosing party may so request, the receiving party shall turn over to the disclosing party all Confidential Information compiled by or delivered to the receiving party, including copies thereof, in its possession, it being agreed that the same and all information contained therein are at all times the exclusive property of the disclosing party. For purposes of this Section, the term "Use" means to appropriate any of the Confidential Information of either party for the benefit of oneself or any other person other than the disclosing party, and the term "Disclose" means to reveal, deliver, divulge, disclose, publish, copy, communicate, show or otherwise make known or available to any other person, or in any way to copy, any of the Confidential Information of the disclosing party.

8.2 **Confidential Information.** As used herein, the term "Confidential Information" means any information or compilation of information of the District and the Consultant not generally known to the public and with respect to which the each party takes reasonable steps to keep confidential, including, without limitation, information relating to either party's techniques, methods, concepts, ideas, intellectual property, affairs, current and future products, processes and services, including, but not limited to, information relating to marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, current, former and prospective locations, financing, costs, regulatory matters, plans, pricing, billing and products and services used by customers, all lists of current and prospective customers, users, transportees and their addresses, personal information of any kind, prospects, sales calls, products, services, prices and the like as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, code books, manuals, trade secrets, know-how, pricing strategies, operating costs, sales margins, methods of operations, financial statements, invoices or statements and the like.

8.3 **Student Personal Information.** The parties acknowledge that in the course of performing the Services, the Consultant will have access to certain personally identifiable information of students in the Districts ("PII"). The PII that the Consultant will collect shall be student names, student identification numbers, addresses, telephone numbers, schools attending, names, telephone numbers and addresses of parents and/or guardians, photos, and student birthdates. The PII shall be used solely for the undertaking of the Services, in order to properly route transportation services for the benefit of students. The Consultant will not share any of the PII with any other party. The information shall be stored on Consultant's server and the Consultant shall make the information accessible as a website to the applicable Districts through the RouteHub

software made available to the District by the Consultant. The Consultant shall update the PII as necessary. The Consultant is currently utilizing Amazon AWS to host the RouteHub data, but the Consultant may utilize any other server or host it chooses, in its sole discretion, provided that it shall notify the District of any change.

9. **Injunctive Relief and Remedies.** Each party agrees that the remedy of damages at law for the breach by it of any of the covenants contained in Section 8 of this Agreement is an inadequate remedy. In recognition of the irreparable harm that a violation by either party of such covenants would cause to the disclosing party, each party agrees that, in addition to any other remedies or relief afforded by law, both parties specifically agrees that the other party may seek a temporary restraining order, preliminary injunction and permanent injunction against an actual or threatened violation or violations, to be issued by any court of competent jurisdiction against it and every other person concerned thereby, it being the understanding of the parties that both damages and an injunction shall be proper modes of relief and are not to be considered alternative or exclusive remedies.

10. **Taxes.** Consultant understands and agrees that the District will not withhold from payments made under this Agreement any funds for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any government body for the Consultant, and all of such payments that may be required by law are the sole responsibility of the Consultant. The parties agree that the District will file information returns with all appropriate government agencies detailing the total consideration paid to Consultant during the Term and that the payments made hereunder shall be taxed as ordinary income to Consultant.

11. **Miscellaneous.**

11.1 **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to Consultant's engagement during the Term and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement may only be modified by an agreement in writing executed by the parties hereto.

11.2 **Binding Effect, Survival.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Unless expressly stated otherwise herein, each of the provisions of this Agreement shall survive the termination of Consultant's services and the assignment of this Agreement by the District to any successor in interest or other assignee.

11.3 **Notices.** All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given when delivered personally to the recipient, one (1) business day after being sent overnight to the recipient by reputable overnight courier service (charges prepaid), one (1) business day after being sent to the recipient by electronic mail (with electronic confirmation of delivery) or four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth:

If to the District:

Minooka Community High School District 111.  
201 S. Wabena Avenue  
Minooka, IL 60447

If to Consultant:

School Bus Logistics, LLC  
3211 Race Street  
Denver, Colorado 80205

Either party may change the address to which notices and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

**11.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Colorado without giving effect to any choice or conflict of laws provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

**11.5 Submission to Jurisdiction; Consent to Service of Process.** The parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court having original jurisdiction over matters arising in Colorado over any dispute arising out of or relating to this Agreement and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto shall be heard and determined in such courts. Process in any action or proceeding referred to in this Section 11.5 may be served on either party anywhere in the world and may also be served upon either party in the manner for notice provided for giving notices in Section 11.3 above.

**11.6 Section Headings.** The various section headings are inserted for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement or any section hereof.

**11.7 Severability.** In the event that any provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

**11.8 Counterparts.** This Agreement may be executed in one or more counterparts, each of which executed counterparts (including those delivered by PDF or e-mail) shall be deemed an original but all of which together shall constitute one and the same instrument.

**11.9 Personal Liability of Consultant.** Neither Consultant, nor such party's owners, partners, members, managers, shareholders, or venturers shall have any personal liability hereunder.

11.10 **Insurance.** Consultant will include professional liability and general liability each in the amount of \$2,000,000 in the aggregate.

11.11 **Force Majeure.** Neither party will be liable for failure to timely perform under this Agreement but only to the extent that its performance is delayed by a force majeure event when caused by any of the following which are beyond the party's reasonable control, without the party's fault or negligence, and which could not have been avoided by the party's use of due care: acts of nature including hurricanes, tornadoes, earthquakes and floods; acts of terrorism; civil unrest; interference by civil or military authority, including war and embargoes; fires; epidemics, including travel warnings imposed by the World Health Organization or the Center for Disease Control; and labor strikes (other than labor strikes with the workforce of the delayed party). The party claiming force majeure has the burden of establishing that a force majeure event has delayed performance and will use commercially reasonable efforts to minimize the delay. The party claiming force majeure will provide the other party with written notice of the force majeure event, including the cause of delay, the estimated time of delay, and the actions taken or planned to avoid or minimize the impact of delay. This Section shall not apply to the obligation of the District to pay the compensation required under this Agreement or any SOW.

11.12 **Solicitation of Employees.** During the Term of this Agreement and for the one (1) year period immediately following the period for which Consultant last performs Services for Minooka Community High School District 111 under this Agreement, Consultant shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of Minooka Community High School District 111 Employees. Notwithstanding anything herein to the contrary, the prohibitions set forth in this Section shall (a) only restrict the Consultant's solicitation or hiring of those persons first introduced to it in the course of pursuing the transactions contemplated by this Agreement, and (b) not prevent the Consultant from hiring any person who (i) is presented to it by a professional placement agency, (ii) contacts it in response to an employment advertisement in generally circulated media, (iii) contacts it on his or her own initiative for the purpose of seeking employment with the Consultant, in each case without any direct or indirect solicitation by or encouragement from the Consultant, or (iv) has been terminated by the District prior to commencement of employment discussions between the Consultant and such person.

11.13 **Ownership and Use of Materials Related to Services.**

(a) Upon delivery, the tangible items specified as deliverables or work product in the SOW, including any intellectual property rights appurtenant thereto (the "Deliverables"), will become the property of Minooka Community High School District 111. If any Consultant property including without limitation any software (collectively, the "Consultant Property") is contained in any of the Deliverables, Consultant hereby grants Minooka Community High School District 111 a royalty-free, paid-up, non-exclusive, perpetual license to use such Consultant Property in connection with Minooka Community High School District 111 use of the Deliverables. The District shall not grant, share, or sub-license the Consultant Property to any other party. The license is personal to the District and non-transferable. The Consultant Property shall only be utilized for the purposes contemplated by this Agreement and the applicable SOW and no other purpose. The District shall not alter or change the Consultant Property in any manner without the prior written consent of the Consultant. The District shall not copy, duplicate, change

for redistribution or remarketing, de-compile, or reverse-engineer the Consultant Property in any manner other than as expressly permitted herein. The District will cause all proprietary, confidential, copyright, trademark and/or patent notices, markings, or legends which appear on any item included in the Consultant Property to be placed upon each such copy or duplication. The District shall be solely responsible for obtaining any software or products required for use of the Consultant Property which is software, including any operating system software, database software, or third-party applications software.

(b) District acknowledges and agrees that Consultant shall have the right to retain for its files copies of each of the Deliverables, subject to Sections 5 and 8. All such Deliverables shall be considered District's property, in just the same manner it would be if it were a "Work Made For Hire" under the provisions of the United States Copyright Act of 1976, 17 U.S.C. §101, et seq., as amended. Consultant shall promptly disclose to District and reasonably cooperate with any of District's efforts to obtain an assignment and transfer to District of Consultant's entire right, title, and interest worldwide (including without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights, and all other intellectual and proprietary rights (the "Proprietary Rights") in and to the Deliverables. Consultant shall execute any and all documents and legal instruments as may be reasonably requested by District from time to time to carry out the terms of this Section.

11.14 **District Property.** All records, documents, specifications, diagrams, code and/or documentation, Confidential Information and Work Product of District shall be and remain the exclusive property of District. Upon termination of this Agreement, or upon written request by Minooka Community High School District 111. Consultant shall promptly return to District or destroy all such materials in Consultant's possession and/or those materials that relate to the proprietary rights of Minooka Community High School District 111.

[signatures appear on following page]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**DISTRICT:**

Minooka Community High School District 111

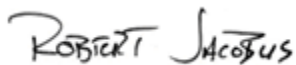
By: \_\_\_\_\_

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

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

**CONSULTANT:**

SCHOOL BUS LOGISTICS, LLC

A handwritten signature in black ink that reads "ROBERT JACOBUS". The signature is written in a cursive style with capital letters.

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

Name: Robert Jacobus

Title: President and CEO

## Statement of Work No. 1

### **Minooka Community High School District 111**

This Statement of Work No. 1 (this “SOW”) shall be considered a part of and incorporated into that certain Consulting Agreement by and between Minooka Community High School District 111., an Illinois District (the “District”) and SCHOOL BUS LOGISTICS, LLC (the “Consultant”) dated as of June 1, 2024 (the “Consulting Agreement”). If there is a conflict between the terms of the Consulting Agreement and the terms of this SOW, the terms of this SOW shall prevail over the terms of the Consulting Agreement, unless otherwise specifically indicated in the Consulting Agreement. Capitalized terms not otherwise defined in this SOW shall have the meaning set forth in the Consulting Agreement.

#### **Scope of Services**

During the term of this Agreement, Consultant shall perform the following specific functions in support of the District:

1. Service: Route Optimization and Efficiency Study

1.1 **Deliverable 1** – Data Integration and Route Structuring

SBL team will:

- Import and integrate existing Versatrans Routing & Planning data from both districts into a single sandbox environment. •
- Review current routes, bell times, and fleet availability to identify areas for optimization.
- Develop a consolidated routing plan that accommodates the entire PK–12 student population.
- Address challenges such as overloaded high school buses and double-run logistics for elementary and intermediate schools.

2. Provide a structured report detailing optimized routes, anticipated cost savings, and efficiency improvements.

2.1 **Deliverable 2** – Route Testing and Adjustment SBL team will:

- Conduct scenario testing using the sandbox model to evaluate potential efficiencies and conflicts.
- Adjust routes to accommodate special transportation needs, including out-of-district routes.

- Ensure compliance with district policies and driver contract negotiations.
- Work with the district to develop an implementation plan including phased rollout strategies if necessary.

3. **Term.** The Term of this SOW shall begin on April 1, 2025, unless earlier terminated in accordance with the Consulting Agreement. The District may terminate this Agreement in the event that the Consultant has not fulfilled its obligations under Section 1 of this SOW on not less than sixty (60) days' written notice to the Consultant.

4. **Compensation and Payment Schedule.** Compensation for the services set forth in this SOW shall be as set forth in the attached pricing quote. Payment for such compensation shall be billed monthly by the Consultant and payable in accordance with the Consulting Agreement.

Pricing Quote for

**Minooka Community High School District 111**

PRICE AND FEE SCHEDULE

<b>Software Implementation &amp; Route Building (includes Project Initiation/Data Analysis)</b>	
<i>\$110 Hourly Rate with an estimated 370 hours of work</i>	<b>\$40,700</b>
<b>Project Management Fee</b>	
<i>\$110 Hourly Rate with an estimated 20 hours of work</i>	<b>\$2,200</b>
<b>One Time Administrative Fee</b>	
	<b>\$2,500</b>
<b>TOTAL COST OF PROJECT</b>	<b>\$45,400</b>

**Travel Expenses:**

*Cost will be provided, if travel is necessary.*