Agenda of Regular Monthly Meeting

The Board of School Directors
West Middlesex Area School District
Monday, July 27, 2026

A Regular Monthly Meeting of the Board of School Directors of West Middlesex Area School District will be held Monday, July 27, 2026, beginning at 6:00 PM Luther Low Board Room, 3591 Sharon Road, West Middlesex, PA 16159.

1. **Opening**

Agenda Item Type: Action Item

1.1. Call to Order

Agenda Item Type: Action Item

1.2. Moment of Silence

Agenda Item Type: Action Item

1.3. Salute to the Flag and Roll Call

Agenda Item Type: Action Item

1.4. Mission Statement

Agenda Item Type: Action Item

1.5. Recognition of Residents and Taxpayers

Agenda Item Type: Action Item

1.6. Exceptions to Open Meeting Statement

Agenda Item Type: Action Item
Description: The Board met in executive session during the June 22, 2026 regular meeting to discuss legal and personnel matters.

1.7. Approval of Minutes

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve the minutes of the June 22, 2026 regular meeting and July 7, 2026 special meeting of the Board of School Directors as presented.

1.8. School Bus Inspections

Agenda Item Type: Action Item
Description: Congratulations to Matt Bronson and the Transportation team for a highly successful vehicle inspection process! Congratulations on a first time 100% pass rate!

1.9. Executive Session

Agenda Item Type: Action Item

2. **Budget and Fiscal Affairs**

Agenda Item Type: Action Item

2.1. General Fund & Capital Reserve Reports, Year-To-Date Receipts

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve General Fund & Capital Reserve reports, year-to-date tax receipts as presented.

2.2. Cafeteria Reports

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve cafeteria reports as presented.

2.3. Additions and Exonerations

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve additions and exonerations as presented.

2.4. Procurement Card Expenses

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve procurement card expenses as presented.

2.5. Budget Transfers

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve budget transfers as presented.

2.6. Capital Reserve Payments

Agenda Item Type: Action Item
Description: There are no capital reserve payments.

2.7. Quarterly Activities Report

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve quarterly activities report as presented.

2.8. Payment of Bills

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve payment of bills as presented.

3. **Operational Services**

Agenda Item Type: Action Item

3.1. Special Education Contract for 2026-2027 School Year

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve Capable Kids, LLC service agreement for 2026-2027 school year as presented.

3.2. Contract for Transportation Services - First Student, Inc.

Agenda Item Type: Action Item
Recommended Motion(s):

Motion to approve First Student, Inc. to provide transportation services for a period of seven (7) years in accordance with the Request for Proposal submission effective August 1, 2026, subject to final approval of the solicitor.

3.3. Termination of Employment

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve termination of employment due to dissolution of corresponding District transportation services in conjunction with the approved contract with First Student, Inc. to include Transportation Supervisor/Mechanic and CDL classified drivers beginning August 1, 2026. The District will maintain van services and associated employees.

4. **Staff Services**

Agenda Item Type: Action Item

4.1. Administrative Assistant to Director of Special Education/Curriculum Retirement Resignation - Jodi Thigen

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to accept the retirement resignation of Jodi Thigpen, Administrative Assistant to the Director of Special Education/Curriculum, effective January 15, 2027. Mrs. Thigpen has twenty-one years of service with the District.

4.2. Non-Certified Aide Resignation - Tiffany Hill

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to accept resignation of non-certified Tiffany Hill retroactive to June 23, 2026.

4.3. Certified Aide Resignation - Cassandra Bush

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to accept the resignation of certified aide Cassandra Bush retroactive to July 21, 2026.

4.4. Non-Certified Aide Appointment - Brittney McFarland

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to appoint Brittney McFarland to non-certified aide position effective the 2026-2027 school year.

4.5. Rescind Offer of Employment - Russell Kwiat

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to rescind offer of employment to Russell Kwiat retroactive to July 21, 2026.

4.6. Co-Curricular Positions

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to appoint co-curricular positions for 2026-2027 school year as presented, pending the receipt of all pre-employment documentation.

Description: Mentor teacher for Nicole White: Allyson Meighen ($500)
Mentor teacher for McKenna Rawson: Michelle Diaz ($500)
Boys Basketball - 1st Assistant: Tyriq Savage (Step 1 - $5,187.80)
Boys Basketball - Assistants: Casey Mild and Giovanni Rococi (Step 1 - $4,150.24 each)
Boys Basketball - Elementary: Malik Weatherington (Step 1 - $1,556.34)
Boys Basketball - Unpaid Assistants: Luke Mild, Adam Shrawder, Jeffrey Simmons
Girls Basketball - 1st Assistant: Katelyn Grandy (Step 5 - $5,387.80)
Girls Basketball - Assistants: Chase Staunch (Step 2 - $4,190.24) and Sara Crawford (Step 7 - $4,470.24)
Girls Basketball - Elementary: Allie Staunch (Step 1 - $1,556.34)
Girls Basketball - Unpaid Assistants: Trey Staunch, Delaney Dogan, Sharlee Beatty
Girls Basketball - Itinerant Unpaid Assistants: Caitlin Stephens, Emma Mild
Cheerleading - Junior High (1/2 position each): Lily Haddon (Step 5 - $808.17) and Krystin Boyd (Step 1 - $778.17)

The District will consider proration in circumstances that merit partial completion of contracts. All positions must have the required number of participants to warrant the additional coaches.

4.7. Request for Workshop

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve request for workshop as presented.
Description: WS-1: Lindsay Buxton, Jennifer Wansack and Caitlin Wimer-Elder to Cursive Writing training at the Midwestern Intermediate Unit IV September 18, 2026. Cost to the District: three (3) substitute teachers, $30 registration each and mileage for one vehicle.

5. **Student Services**

Agenda Item Type: Action Item

5.1. Field Trips

Agenda Item Type: Action Item
Recommended Motion(s):
Motion to approve requests for field trips as presented.
Description:
FT-1: Class of 2028 to Mahoning Valley Trade Expo at Canfield Fairgrounds - Canfield, OH September 24, 2026. Cost to the District: school bus transportation and two (2) substitute teachers. (Miriah Oliva, Christen Jones and Dawn Beltz)

FT-2: Two (2) high school students to participate in Extreme Leadership at the Midwestern Intermediate Unit IV November 5, 2026; January 21, March 4, and April 14, 2027. Cost to the District: van transportation. (Miriah Oliva)

5.2. Fundraisers

Agenda Item Type: Action Item

Recommended Motion(s):
Motion to approve requests for fundraisers as presented.
Description:
FR-1: Volleyball team to hold calendar fundraiser during the month of August 2026. Intended use of funds raised is to purchase warm up gear, backpacks, pay for Senior banners and other team activities. (Madison Johns)

FR-2: Student Council to hold mums sale September/October 2026 and hanging baskets sale April/May 2027. Intended use of funds raised is for homecoming, clean-up and teacher appreciation costs. (Leah Roskos)

FR-3: SADD to hold Halloween costume contest and to sell Red Ribbon materials October 26-30, 2026. Intended use of funds raised is for Red Ribbon Week and prom week incentives. (Miriah Oliva)

These requests are contingent upon directives from federal, state and local government agencies and/or associations with final permission to be sought from building administrator prior to the commencement of the fundraiser.

6. **Adjournment**

Agenda Item Type: Action Item

6.1. Administrator and Supervisor Comments

Agenda Item Type: Action Item

6.2. Superintendent's Report

Agenda Item Type: Action Item

6.3. Public Comments

Agenda Item Type: Action Item

6.4. Individual Board Meeting Comments

Agenda Item Type: Action Item

6.5. Adjourn the Meeting

Agenda Item Type: Action Item

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 27th day of July, 2026, by and between West Middlesex Area School District with principal offices at 3591 Sharon Rd, West Middlesex, PA 16159 (hereinafter called "District" [or School]), 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 To Be Determined (hereinafter called "Contractor") (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS District issued Request for Proposal for Transportation Services on June 30, 2026 (the "RFP") and Contractor submitted a proposal in response thereto on July 14, 2026 ("Contractor's Proposal"); and

WHEREAS District selected Contractor to provide the student transportation services in accordance with the RFP and Contractor's Proposal; 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 1st, 2026 and shall continue through June 30th, 2033 ("Term") for 172 school days according to the school calendar. Except as otherwise provided herein, District agrees to compensate the Contractor at the rates specified in Exhibit A, which assume a total of 172 student transportation days.

1.2 This Agreement may be extended by mutual written agreement for an additional seven (7) year period, the negotiation process for the extension, including the negotiation of new economic terms, to occur on or before February 1st, 2033. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1st and ending on June 30th during the Term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

2.1 Contractor shall, during the Term, provide school bus transportation service and District fleet maintenance service for the District's vans, if necessary, as described in the District's RFP and Contractor's Proposal, which are incorporated herein. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the RFP and Contractor's Proposal shall govern the Parties' relationship, in the following order of precedence: (1) Contractor's Proposal and (2) the RFP.

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 and the number of spare buses

will be adjusted accordingly. With notice to Contractor, District may increase or decrease service levels to be provided by Contractor under this Agreement. However, where such increases or decreases impact by greater than 10% the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in Exhibit A, Contractor shall be permitted to adjust rates proportionately to cover increases or decreases in cost structure associated with such changes by District.

2.3 Contractor shall have thirty (30) days following notice of such changes to make operational adjustments to meet District requirements. During this thirty (30) day period, District shall not assess liquidated damages with respect to scheduled drop-off times, availability of buses on routes, or overall on-time performance.

2.4 District will use Contractor as District's sole and exclusive provider for all of District's home-to-school and non-van Charter Transportation at rates set forth in Exhibit A. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose. District may continue to utilize vans to provide Charter Transportation.

2.5 District shall not assess liquidated damages during the first thirty (30) days of the school year. District must notify Contractor in writing within forty-eight (48) hours of an incident of District's intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. District must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Under no circumstances may District withhold, deduct or offset compensation due to Contractor for purposes of collecting liquidated damages. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to compensate 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 45th 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 twenty (20) 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.

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, increased employee benefits or wages, 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. If the Parties do not agree to a rate increase, this dispute shall be resolved pursuant to the dispute process set out in Section 28 of this Agreement.

4.3 In the event of a driver shortage in the local market, the Contractor shall, at the reasonable request of District, provide validating documentation and the Parties will negotiate in good faith to cover the cost of any incremental wage and benefit increase necessary to recruit and retain drivers as well as any additional travel and expense costs associated with using non-local drivers to alleviate the shortage. Any negotiated increase will be agreed to in writing by the Parties.

SECTION 5: FACILITIES AND FUEL

5.1 District will provide and pay for all fuel required for the operation of buses and vans hereunder. Contractor shall be responsible for fuel inventory, theft, misuse, contamination and reporting requirements.

5.2 District will provide a transportation facility for the maintenance and parking of buses and employee vehicles, which facility will be located at 3591 Sharon Road, West Middlesex, PA 16159. Contractor shall use the facility for the purpose of office administration, parking vehicles, and servicing during the term of this Agreement and in accordance with a Lease Agreement substantially in the form of Exhibit B, attached hereto and made a part hereof, to be finalized by the Parties within 60 days of the execution of this Agreement.

SECTION 6: ROUTES AND SCHEDULES

6.1 Contractor shall be primarily responsible for planning all routes, stops and schedules. Contractor shall furnish District a complete route map on or before the first day of enrollment of each school year.

6.2 District shall furnish Contractor service dates with a list of student names and addresses at least forty-five (45) days prior to the start of each school year, from which Contractor will construct a complete route map.

6.3 Performance of the routing and other services under this Agreement may entail the disclosure of personally identifiable information from student education records protected by 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.

6.4 Notwithstanding the foregoing, 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 exercises their right to make a change and notifies Contractor of such change, District shall waive its right to assess any liquidated damage or penalty in accordance with Section 2.3. 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 students whose service has been changed. Contractor shall consult with District regarding stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. If 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. In those instances where District establishes the routes and schedules and/or makes any changes thereto, District will be responsible for and will defend, indemnify, and hold harmless Contractor for any and all loss, liability or costs alleged to have been caused or related to routing or scheduling.

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 Superintendent of Schools, 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 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 the District of insurance in the following amounts per Attachment 2 of the RFP –

A. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, personal/advertising injury and property damage;

B. Commercial Auto Liability covering owned and rented vehicles operated by bidder, its consultants, agents, servants and employees with policy limits of not less than One Million Dollars ($1,000,000) combined single limit and in the aggregate;

C. Umbrella or excess liability insurance with policy limits of not less than Five Million Dollars ($5,000,000);

D. Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One Million Dollars ($1,000,000);

E. To the extent that services typically covered under professional liability insurance are to be rendered, Professional liability insurance covering the negligent acts, errors and/or omissions in the performance of services by bidder, its consultants, agents, servants and/or employees with policy limits of not less than One Million Dollars ($1,000,000) per claim and in the aggregate.

F. Cyber Liability and Data Breach Response Insurance covering privacy breaches, unauthorized access, ransomware incidents, notification costs, credit monitoring, regulatory defense, and related expenses with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

Contractor agrees to provide to District a certificate of insurance evidencing such coverage and to provide District certificate of insurance designating District as an additional insured under its General Liability policy, 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, and under its Auto Liability policy, but only with respect liability arising out of the use of a covered auto under the Commercial Auto Liability policy Insurers shall maintain a minimum A.M. Best's & Company rating of A. 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.

G. Contractor shall provide a waiver of subrogation on behalf of the District on the Commercial General Liability, Commercial Auto Liability and Umbrella or Excess Liability.

9.2 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business including Bodily Injury, Property Damage, Advertising Injury and Personal Injury and at limits of not less than Two Million Dollars ($2,000,000).

9.3 Notwithstanding the foregoing, (a) each additional insured Party shall provide notice to 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 insurance coverage hereunder, in such time and manner as not to impair or prejudice the ability of the primary insured Party to contact its carrier, defend such claims, and investigate such notice (for the avoidance of doubt, if a Party sends a claim to the other Party's insurance carrier, the party sending notice will also copy the other Party), (b) each additional insured Party shall provide the primary insured Party with the cooperation and assistance necessary to defend such claim requested by the primary insured 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 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 school is closed and student transportation is suspended for the day, for any reason, including, but not limited to, inclement weather, impassability of roads, facilities issues, or illness, District shall notify Contractor on each day of such closure in time for Contractor to suspend operations and provide sufficient notice to its workforce not to report to work. District shall compensate Contractor the full scheduled daily rate for days when District fails to provide such notice to Contractor; provided, however, this Section 11.1 only applies to closures that do not decrease the total number of student transportation days as set forth in Section 1.1. If a closure will decrease the total number of student transportation school days set forth in Section 1.1, Contractor shall be compensated in accordance with Section 11.3.

11.2 If the regular school day schedule is changed resulting in late start, early dismissal or the cancellation of scheduled Charter Transportation, District shall notify Contractor in time for Contractor to adjust operations and adequately notify its workforce of the change. District shall compensate Contractor for all costs incurred due to failure to provide adequate notice. Notwithstanding the foregoing, in the event of circumstances which necessitate a schedule change, Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible under the circumstances presented.

11.3 If District suspends service for any reason, including, but not limited to, a Force Majeure Event as defined in this Agreement, and such suspension alters the total number of student transportation days set forth in Section 1.1, District shall compensate Contractor for all fixed costs and profit associated with Contractor's performance of this Agreement from the first suspended/cancelled day through the end of the cancellation/suspension period. For purposes of this Agreement, fixed costs include but are not limited to costs associated with maintaining average employee wages and benefits, overall management and administration costs, facilities cost, fleet investment, maintenance, technology, insurance, and other ongoing operations costs.

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. Contractor will designate a crisis management contact person for emergency contact with 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. District will designate a crisis management contact person for emergency contact with 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 employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service. Contractor shall employee those drivers previously employed by the District provided that each such driver will be required to meet Contractor's standard employment requirements, including but not limited to, drug and alcohol tests and background reviews.

14.2 Contractor shall take reasonable steps to ensure that its employees act professionally and appropriately around all students and District staff. Contractor shall not knowingly permit its drivers to smoke on the bus, 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 hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request that Contractor remove from service to District any driver, aide or monitor 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. Unless prohibited by law, District shall indemnify, defend, and hold harmless Contractor from and against all claims, expenses, or liabilities by or to a removed Contractor employee arising from the removal of that employee based on District's request.

14.4 Contractor shall provide drivers that are fully qualified, trained and licensed as required by the U.S. Department of Transportation (USDOT) and any applicable state law or regulation. Contractor agrees that each driver shall:

14.4.1 Possess a valid Commercial Drivers' License as required by the USDOT for school bus drivers or such other drivers' license or permit required for any smaller passenger vehicle.

14.4.2 Be certified by a USDOT medical examiner as medically qualified as required by the USDOT under federal law. The physical examination shall be conducted prior to employment and periodically thereafter.

14.4.3 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.

14.4.4 Prior to employment and periodically thereafter, to the extent required by law and/or by the USDOT under its mandatory drug and alcohol testing requirements for school bus drivers, 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.

15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers or communicate with drivers without Contractor notice and approval.

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 applicable law and regulation. Contractor shall maintain the vehicles supplied by Contractor and used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.

16.2 The prices included with this Agreement do not include seat belts on large school buses. If District or any government agency shall during the term of this Agreement mandate that Contractor provide seat belts for use in large school buses, the Parties shall negotiate in good faith alternative pricing and availability of vehicles to service District under this Agreement. If District or any governmental agency imposes additional equipment requirements on any of Contractor's vehicles during the term of this Agreement (including, but not limited to, new technology or equipment relating to safety or emissions standards), which are specific requirements for continued operation of the vehicles, Contractor and District shall negotiate price increases applicable to such equipment installation and any associated increase in vehicle maintenance costs. District shall waive liquidated damages for any service disruptions caused by installation or maintenance of such equipment

16.3 Contractor agrees that all Contractor school buses shall be equipped with sufficient communications technology acceptable to the District to maintain communications while on route. All buses shall be equipped with digital video surveillance systems capable of recording all passenger seating areas, loading and unloading zones, and driver activity. Each bus shall contain a minimum of two cameras, with audio recording capability. Video recordings shall be retained in accordance with applicable laws and made available to the District within 24 hours of a request, or immediately in the event of a serious incident. The Contractor shall provide District administrators with secure web-based access to GPS, routing, and video management

systems for monitoring, reporting, and incident investigation purposes. Contractor agrees to perform an inspection of video equipment prior to the start of the school year and periodically thereafter to ensure proper performance. When an inspection reveals equipment malfunction, Contractor shall promptly repair or replace such equipment.

16.4 District shall reimburse the Contractor for all expenses related to public health mandates arising during the term that require operational or equipment changes to vehicles in the provision of transportation services.

16.5 District shall excuse Contractor from performance and shall not assess liquidated damages for service disruptions caused by vehicle or equipment supply chain delays. When available, Contractor shall utilize substitute equipment and vehicles conforming to applicable state standards without penalty to cover service for the duration of the disruption caused by supply chain delays.

16.6 District may direct Contractor to perform additional tasks not specifically described in the Scope of Services. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Costs associated with such assignments shall be invoiced to District at rates set forth in Exhibit A.

16.7 The Parties acknowledge that Contractor may be eligible to apply for certain funding opportunities to acquire vehicles and equipment used under this Agreement, including, but not limited to, federal or state grants to purchase electric vehicles and associated equipment. District hereby consents to Contractor's pursuit of such funding and agrees that Contractor shall be entitled to apply such funding as Contractor deems appropriate in its sole discretion.

16.8 All route vehicles shall be a maximum age of 10 years. All spare vehicles shall be a maximum age of 12 years.

16.9 The Contractor shall purchase the district fleet per Exhibit C of this agreement. The Contractor will use these vehicles for the first year of the contract. The contractor will replace vehicles as the age our per 16.8 of this agreement and provide a brand-new vehicle.

16.10 At the end of this contract, or if terminated earlier for any reason within this agreement, the Contractor agrees to sell the district the fleet at fair market value.

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. Contractor's drivers are responsible only for such discipline as is required to operate Contractor's buses 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 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a student with transportation services until vandalism damages caused by such student are paid.

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.

19.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to governmental funding deficiencies, District shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, District shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure (including infrastructure for electric vehicles) and related costs, and all other associated termination costs. In the event that governmental funding is restored following a termination of this Agreement under this Section, the Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.

19.3 Either Party may terminate this Agreement for convenience upon not less than one hundred and eighty (180) days' prior written notice to the other Party with such termination effective at the end of the current school year.

19.4 Upon the termination of this Agreement and, in the event that Contractor is no longer providing transportation services for the District, Contractor shall assist with an orderly transition at the end of the Agreement.

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 Contractor shall be an independent contractor employed by District 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.

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:

West Middlesex Area School District
3591 Sharon Road
West Middlesex, PA 16159

Notices to Contractor shall be addressed to:

First Student, Inc.
c/o West Middlesex Area School District
3591 Sharon Road
West Middlesex, PA 16159

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.

25.3 Notices under this section shall include notices regarding claims made to insurance carriers as set forth in Section 9.3

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 Commonwealth of Pennsylvania, 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 Mercer County, Pennsylvania or Common Pleas Court.

SECTION 30: AUTHORITY

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

SECTION 31: PUBLIC OBLIGATION

31.1 District acknowledges that this Agreement serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promotes a public purpose and is for the public welfare.

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

FIRST STUDENT, INC.

By: _____

Title: AGM

Attest: _____

Title: A.M.

WEST MIDDLESEX AREA SCHOOL DISTRICT

By: _____

Title: Superintendent

Attest: _____

Title: Business Manager

EXHIBIT A
SCOPE OF TRANSPORTATION SERVICES
RATES AND CONDITIONS

West Middlesex Area School District - 7 year pricing

Primary Transportation Services

Vehicles	# of Routes	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
72 passenger Type C Bus	9	$ 450.00	$ 470.25	$ 491.41	$ 513.52	$ 536.63	$ 560.78	$ 586.02
Wheelchair Type A Bus	2	$ 450.00	$ 470.25	$ 491.41	$ 513.52	$ 536.63	$ 560.78	$ 586.02
Van Route		$ 390.00	$ 407.55	$ 425.89	$ 445.06	$ 465.09	$ 486.02	$ 507.89
Hourly rate over 5 hours for any route type - All Vehicles*		$ 60.00	$ 62.70	$ 65.52	$ 65.52	$ 68.47	$ 71.55	$ 74.77

*In the event that a routes exceeds 5 hours total driver time for the day, this hourly rate to be billed in the closest 15-minute increment.

Auxiliary Transporation Services		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033
Mid-day run - all vehicles - per vehicle per hour (1 hour min)**		$ 60.00	$ 62.70	$ 65.52	$ 68.47	$ 71.55	$ 74.77	$ 78.13
Late Runs - all vehicles - per vehicle per hour (1 hour min)**		$ 60.00	$ 62.70	$ 65.52	$ 68.47	$ 71.55	$ 74.77	$ 78.13
Sports/Field/Activity Trips - per hour - All Vehicles (2 hour min)**		$ 78.00	$ 81.51	$ 85.18	$ 89.01	$ 93.02	$ 97.21	$ 101.58

Performance Bond @ 25%		$ 1,703.21	$ 1,754.30	$ 1,806.93	$ 1,861.14	$ 1,916.97	$ 2,012.82	$ 2,113.46

**In the event that a Mid-day or Late run exceeds 1 hour or a Sports/Field/Activity Trip exceeds 2 hours, this hourly rate will be billed in the closest 15-minute increment.

Summer School / ESY Rates

Same as identifed above for Primary Transportation Services and Auxiliary Transportation Services

EXHIBIT C
FLEET ASSET PURCHASE AGREEMENT

FLEET ASSET PURCHASE AGREEMENT, dated as of July 27, 2026 (this "Purchase Agreement"), by and between First Student, Inc., a Delaware corporation ("Purchaser") and West Middlesex Area School District ("Seller"). Purchaser and Seller are each sometimes referred to herein individually as a "Party" and together as the "Parties".

WHEREAS, Seller is presently engaged in operating K-12 public schools in the Commonwealth of Pennsylvania (the "Business"); and

WHEREAS, Purchaser is in the business of providing student transportation in the Commonwealth of Pennsylvania;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain school buses, subject to the terms set forth in this Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE I
PURCHASE AND SALE OF ASSETS

SECTION 1.1 Acquired Assets. On the terms and subject to the conditions of this Purchase Agreement, at the Closing, Seller will sell, assign, transfer and deliver to Purchaser, and Purchaser will purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to the following assets, properties, rights, contracts and claims of Seller, which are owned by Seller on the Closing Date, in each case free and clear of all encumbrances, liens, claims of any third party, or any other dispute which may diminish Purchaser's rights (collectively, the "Acquired Assets"):

(a) The vehicles and equipment (the "Equipment") which are listed on Disclosure Schedule 1.1(a), provided that such Equipment has not been declared a total casualty by any insurer or insurance adjuster prior to the Closing Date;

(b) Copies of specific books and records related to Equipment to consist of manufacturers' and after-market equipment warranties, information on current maintenance status and inspections as reasonably requested by Purchaser, Equipment maintenance records in Seller's custody or control (including at least the last twelve (12) month period), state (and, if applicable, county and/or local) inspection reports for compliance with school bus requirements under applicable law or regulation;

(c) All vehicle titles and vehicle registrations related to the Vehicles;

(d) All rights, causes of actions, claims and credits to the extent related to the Vehicles including all guarantees, warranties, indemnities and similar rights in favor of Seller from any manufacturer or after-market equipment supplier, with respect to any of the Vehicles except for any causes of actions, claims and credits that Seller may have (including any counterclaims or cross claims) with respect to any excluded assets (as set forth in SECTION 1.2 or SECTION 1.3);

SECTION 1.2 Excluded Assets. All Liabilities (as defined in SECTION 1.3 below) related to the Vehicles or the operation of the Vehicles arising prior to the Closing Date, and any assets listed on Disclosure Schedule 1.1(e).

SECTION 1.3 No Assumed Liabilities. Purchaser will not assume or be liable for, nor will Purchaser pay, perform and discharge as and when due, any debts, claims, liabilities, obligations, damages, fines, penalties or expenses (whether known or unknown, vested or unvested, asserted or unasserted, absolute or contingent, accrued or unaccrued, assessed or unassessed, liquidated or unliquidated, actual or potential, and due to or become due) (each, a "Liability") of Seller or relating to the Acquired Assets and which arose from any event or circumstance that occurred prior to the Closing Date as and to the extent not satisfied or extinguished as of the Closing Date.

ARTICLE II
PURCHASE PRICE

SECTION 2.1 Amount of Purchase Price. Purchaser will purchase the Acquired Assets at fair market value, subject to inspection by Purchaser's maintenance team. The Parties hereby agree that the consideration to be paid by Purchaser to Seller in consideration of the Acquired Assets (the "Purchase Price") will consist of $518,535.70, payable as follows:

(a) $468,535.70 of the Purchase Price (the "Closing Payment") shall be paid to Seller on the Closing Date in cash payable by wire transfer of immediately available funds to an account designated in writing by Seller, provided that Buyer has received the Acquired Assets.

(b) $50,000 of the Purchase Price (the "Vehicle Warranty Holdback") shall be paid to Seller on or before October 1st, 2026 (such date, the "Vehicle Warranty Period Expiration Date") in cash payable by wire transfer of immediately available funds to one or more accounts designated in writing by Seller, subject to adjustment in accordance with Section 3.3.

ARTICLE III
CLOSING AND POST CLOSING

SECTION 3.1 Closing. The closing of the transactions contemplated by this Purchase Agreement shall take place at a closing (the "Closing") to be held on _____, 2026 or at such other place, time or date as Seller and Purchaser may agree upon in writing (the day on which the Closing takes place being the "Closing Date").

SECTION 3.2 Closing Deliveries

(a) At the Closing, Purchaser shall pay to Seller, by wire transfer of immediately available funds to the account designated by Seller in writing on or before the second Business Day prior to the Closing Date, an amount equal to the Closing Payment.

(b) At or prior to the Closing, Seller shall deliver or cause to be delivered to Purchaser the documents, instruments and writings specified in Sections 1.1(b), 1.1(c), and 1.1(d) hereof and such other documents, instruments and writings as may be reasonably requested by Purchaser at or prior to the Closing pursuant to this Purchase Agreement or otherwise in connection herewith. Title in all Vehicles included in the Acquired Assets shall be transferred to Purchaser as of the Closing Date-or within ten (10) business days thereafter.

(c) Purchaser will take all necessary actions to ensure that no Vehicles remain titled in the name of the Seller after the sooner to occur of (i) thirty (30) days after the Closing Date or (ii) expiration date of the certificate of title existing for each individual Vehicle as of the Closing Date.

(d) Following the Closing Date, Seller shall make all Equipment available for removal by Purchaser and/or Purchaser's agents from Seller's premises, and shall afford Purchaser not less than three (3) business days following the Closing Date for such removal.

SECTION 3.3 Post Closing Inspection

(a) Within sixty (60) days of the Closing Date, Purchaser and/or Purchaser's agents shall inspect the Equipment (the "Post-Closing Inspection").

(b) Upon completion of the Post-Closing Inspection, Purchaser shall provide Seller with a list of deficiencies and repairs it determines to be reasonably necessary to be undertaken and a corresponding dollar amount representing the cost of rectifying such deficiencies and repairs (the "Post-Closing Inspection Report").

(c) In the event a vehicle requires any single repair or single maintenance item that would cost more than One Thousand Dollars ($1,000.00), including, without limitation, engine rebuilds, transmission repairs, and substantial body work, Purchaser will reduce the Vehicle Warranty Holdback by the cost of such repairs. In the event that Purchaser determines, in its sole discretion, that any Equipment cannot reasonably be repaired, Purchaser may make a corresponding equitable adjustment to the Vehicle Warranty Holdback.

SECTION 3.4 Indemnification

(a) Purchaser hereby agrees to defend, indemnify, and hold harmless Seller, its shareholders, employees, officers, directors, contractors, agents and affiliates (the "Seller Indemnified Parties") from and against any actual or alleged claim, damage, loss, liability, expense and tax (including without limitation, reasonable costs of investigation and attorney's fees and expenses) (collectively, the "Losses") in any way arising out of or related to the Acquired Assets and occurring or arising on or after the Closing Date, whether due to Seller's holding legal title to any Acquired Asset pursuant to this Purchase Agreement, including, without limitation, Losses arising out of or related to (i) claims for personal injury (including death) or property damage involving any Acquired Asset for any incident or accident occurring on or after the Closing Date, including, without limitation, any claims in excess of or not otherwise covered by any insurance policy, and any vicarious liability, ownership liability or such similar liability for such claims, (ii) any personal property taxes payable with respect to the Acquired Asset on or after the Closing Date, or (iii) Seller's transfer of title to the name of Purchaser on or after the Closing Date.

(b) Seller hereby agrees to indemnify and hold harmless Purchaser, its employees, officers, directors, contractors, agents and affiliates (the "Purchaser Indemnified Parties") from and against any Losses (other than any matter for which Purchaser indemnifies or holds Seller harmless hereunder) arising out of or relating to any claim by a creditor of, or purchaser of a vehicle (other than Purchaser), from Seller with respect to an Acquired Asset or any proceeds thereof as a result of (i) Seller's retention of legal title to any Acquired Asset after the required transfer date established by this Purchase Agreement, (ii) any personal property taxes payable with respect to the Acquired Assets prior to the Closing Date, (iii) any Liability with respect to any of the Acquired Assets where such Liability arose prior to the Closing Date, or (iv) Seller's breach of this Purchase Agreement. Seller will, at Purchaser's option, defend the Purchaser Indemnified Parties from any Losses under this Section with competent counsel.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Except as set forth in the applicable sections of the disclosure schedule to this Purchase Agreement and delivered by Seller to Purchaser as part of this Purchase Agreement (the "Disclosure Schedule"), each of Seller and Purchaser makes representations and warranties, as of the date hereof and as of the Closing Date, as set forth below.

SECTION 4.1 Organization. Each of Seller and Purchaser represents and warrants that it has all requisite corporate power and authority to enter into the transactions contemplated by this Purchase Agreement.

SECTION 4.2 Authorization; Validity of Agreement. Each of Seller and Purchaser represents and warrants that: (a) it has full power and authority to execute and deliver this Purchase Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery and performance by such Party of this Purchase Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by its Board of Directors or Senior Vice President and no other corporate action on the part of such party is necessary to authorize the execution and delivery by such Party of this Purchase Agreement and the consummation by it of the transactions contemplated hereby; (c) this Purchase Agreement has been duly executed and delivered by such party and, assuming due and valid execution and delivery hereof by the other Party, is a valid and binding obligation of such Party, enforceable against it in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

SECTION 4.3 Taxes. Purchaser represents and warrants that it has or will timely file all sales tax returns required to be filed by it (taking into account applicable extensions) and will have paid or will pay in a timely manner, any sales, use or other tax imposed by any governmental entity relating the transfer of the Acquired Assets from Seller to Purchaser.

SECTION 4.4 Title and Condition of Assets. Seller represents and warrants that it has good and valid title to all Acquired Assets, free and clear of all encumbrances, liens, claims of any third party, or any other dispute which may diminish Purchaser's rights.

SECTION 4.5 Sufficient Funds. Purchaser has sufficient funds available (through existing credit arrangements or otherwise) to enable it to consummate the transactions contemplated by this Purchase Agreement.

SECTION 4.6 DISCLAIMER OF OTHER WARRANTIES. Purchaser acknowledges that it will examine the Acquired Assets during the Pre-Closing Inspection, is fully aware of the condition of the Acquired Assets after completion of such inspection, and that the Acquired Assets are in acceptable condition and repair except as identified in the Pre-Closing Inspection Report and acknowledged by Seller. OTHER THAN THE REPRESENTATIONS SET FORTH IN THIS PURCHASE AGREEMENT, NEITHER PARTY MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ACQUIRED ASSETS OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE ACQUIRED ASSETS, THE MERCHANTABILITY OF THE ACQUIRED ASSETS, OR THE FITNESS OF THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM ANY AND ALL SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS.

SECTION 4.7 LIMITATION OF LIABILITY. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, TREBLE, STATUTORY OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL), ARISING OUT OF OR RELATED IN ANY WAY TO THIS PURCHASE AGREEMENT, THE TRANSACTIONS CONTEMPLATED IN THIS PURCHASE AGREEMENT OR ACTIONS OR INACTIONS OF THE PARTIES TO THIS PURCHASE AGREEMENT THAT ARISE OR RELATE TO THAT PARTY'S PERFORMANCE UNDER THIS PURCHASE AGREEMENT.

ARTICLE V
TERMINATION

SECTION 5.1 Termination. Anything herein or elsewhere to the contrary notwithstanding, this Purchase Agreement may be terminated and the transactions contemplated herein may be abandoned at any time prior to the Closing Date:

(a) by the mutual written consent of Seller and Purchaser;

(b) by Purchaser if Seller breaches or fails to perform or comply with any of its material covenants or agreements contained herein, or breaches any of the representations and warranties made by Seller in any material respect, and such breach is incapable of being cured or has continued without cure for a period of thirty (30) days after Purchaser provides notice of such breach.

SECTION 5.2 Amendment and Modification. Subject to Applicable Law, this Purchase Agreement may be amended, modified and supplemented in any and all respects by written agreement of each of the Parties hereto at any time prior to the Closing with respect to any of the terms contained herein.

SECTION 5.3 Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand or by Federal Express or a similar overnight courier to, (b) five days after being deposited in any United States Post Office enclosed in a postage prepaid, registered or certified envelope addressed to or (c) when successfully transmitted by telecopier (with a confirming copy of such communication to be sent as provided in clauses (a) or (b) above) to, the Party for whom intended, at the address or telecopier number for such Party set forth below (or at such other address or telecopier number for a Party as shall be specified by like notice, provided, however, that any notice of change of address or telecopier number shall be effective only upon receipt):

(a) if to Purchaser, to:

First Student, Inc.
c/o West Middlesex Area School District
3591 Sharon Road
West Middlesex, PA 16159

With a copy to:

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

(b) if to Seller, to:

West Middlesex Area School District
3591 Sharon Rd
West Middlesex, PA 16159

SECTION 5.4 Counterparts. This Purchase Agreement may be executed in multiple counterparts, all of which shall together be considered one and the same agreement.

SECTION 5.5 Entire Agreement. This Purchase Agreement (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and (b) except as provided herein, is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

SECTION 5.6 Severability. If any term, provision, covenant or restriction of this Purchase Agreement is held by a governmental entity to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Purchase Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5.7 Governing Law. This Purchase Agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

SECTION 5.8 Jurisdiction. Each of the Parties hereto hereby expressly and irrevocably submits to the non-exclusive personal jurisdiction of the federal or state courts of the State of Ohio (collectively, the "Ohio Courts"). Each Party hereby waives the right to any other jurisdiction or venue for any litigation arising out of or in connection with this Purchase Agreement or the transactions contemplated hereby to which any of them may be entitled by reason of its present or future domicile. Notwithstanding the foregoing, each of the Parties hereto agrees that each of the other Parties shall have the right to bring any action or proceeding for enforcement of a judgment entered by the Ohio Courts in any other court or jurisdiction.

SECTION 5.9 Schedules and Exhibits. The Disclosure Schedule and all Exhibits attached hereto are hereby incorporated by reference into, and made a part of, this Purchase Agreement.

SECTION 5.10 Taxes. Purchaser shall pay any and all transfer, sales, or use taxes that are incurred as a result of the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Purchase Agreement to be signed as of the date first written above.

FIRST STUDENT, INC.

By: _____

Title: AGM

Attest: Janet Miller

Title: L.M.

WEST MIDDLESEX AREA SCHOOL DISTRICT

By: _____

Title: Superintendent

Attest: _____

Title: Business Manager

DISCLOSURE SCHEDULE 1.1(a)

Equipment to be Purchased

VIN #	Year	OEM	Manufacturer	Model	Vehicle/Bus Type	Passenger Capacity	Wheelchair Capacity (if	Wheelchair Lift (Y/N	Brake Type	Engine Model	Fuel Type	A/C (Y/N	Mileage	Additional Comme	Purchase Price
1T88X9D25H1101604	2017	THOMAS	Freightliner	EFX	Type C	78	0	N	Air	CUMMINS	Diesel	N	125,144	Spare	$17,418.48
4UZABRDT2GCHH5135	2016	THOMAS	Freightliner	C2	Type C	72	0	N	Air	CUMMINS	Diesel	N	135,142	Spare	$10,351.75
1BAKGCSA9JF342471	2018	THOMAS	Freightliner	C2	Type C	72	0	N	Air	CUMMINS	Diesel	N	117,009		$22,431.18
1BAKGCSA8KF355830	2019	BLUE BIRD	Blue Bird	VISION	Type C	72	0	N	Air	CUMMINS	Diesel	N	92,485		$29,562.96
1BAKGCSAXKF355831	2019	BLUE BIRD	Blue Bird	VISION	Type C	72	0	N	Air	CUMMINS	Diesel	N	101,944		$29,562.96
1BAKGCSA0NF380158	2022	BLUE BIRD	Blue Bird	VISION	Type C	72	0	N	Air	CUMMINS	Diesel	N	102,833		$50,736.73
1BAKGCSA2NF380159	2022	BLUE BIRD	Blue Bird	VISION	Type C	72	0	N	Air	CUMMINS	Diesel	N	82,074		$50,736.73
4UZABRFC5RCUK8965	2023	THOMAS	Freightliner	C2	Type C	72	0	N	Air	CUMMINS	Diesel	N	33,417		$67,865.12
4UZABRFC5RCUK8964	2023	THOMAS	Freightliner	C2	Type C	72	0	N	Air	CUMMINS	Diesel	N	44,402		$67,865.12
4UZABRFC5TCVJ8060	2024	THOMAS	Freightliner	C2	Type C	72	0	N	Air	CUMMINS	Diesel	N	7,373		$72,093.20
4UZABRFC1TCVJ8055	2024	THOMAS	Freightliner	C2	Type C	72	0	N	Air	CUMMINS	Diesel	N	8,830		$72,093.20
1GB6GUBG0G1302792	2016	THOMAS	CHEVROLET	EXPRESS	Type A	24	2	Y	Hydraulic	Gas	Gas	Y	111,011		$4,683.93
1GB3G3BG7F1143457	2015	THOMAS	CHEVROLET	EXPRESS	Type A	24	2	Y	Hydraulic	Gas	Gas	Y	112,773	Spare	$1,000.00
1HA3GSBG0LN002770	2020	BLUE BIRD	BLUE BIRD	MICRO BIRD	Type A	24	2	Y	Hydraulic	Gas	Gas	Y	67,001		$22,134.34
														total	$518,535.70

1122638111226381

PAGE: 1 of 1

FIRSTstudent FirstGroup America Inc
POBO First Student Inc
191 Rosa Parks Street, 8th Floor
Cincinatti, OH 45202
USA

DATE: September 2, 2026
CHECK NUMBER: 11226381
AMOUNT PAID: $468,535.70

Direct Inquiries To: (513)419-3300

00007 5289 CKS NA 26246 - 0011226381 NNNNNNNNNNN 245510001020G XA02A2 C
WEST MIDDLESEX AREA SCHOOL DISTRICT
3591 SHARON RD
WEST MIDDLESEX PA 16159

Vendor No: 2825918

INVOICE DATE	Invoice Number	Description	Gross Amount	DEDUCTIONS	AMOUNT PAID
07/27/26	FLEET PURCHASE		$468,535.70	$0.00	$468,535.70
		TOTALS	**$468,535.70**	**$0.00**	**$468,535.70**

PLEASE DETACH BEFORE DEPOSITING CHECK

FIRSTstudent FirstGroup America Inc
POBO First Student Inc
191 Rosa Parks Street, 8th Floor
Cincinatti, OH 45202
USA

CHECK NUMBER 11226381

50-937
213

September 2, 2026

*** VOID AFTER 180 DAYS ***

PAY TO THE ORDER OF: WEST MIDDLESEX AREA SCHOOL DISTRICT
3591 SHARON RD
WEST MIDDLESEX, PA 16159

CHECK AMOUNT
$468,535.70

EXACTLY *********468,535 DOLLARS AND 70 CENTS

Security features included. Details on back.

JPMorgan Chase Bank, N.A.
Syracuse, NY

Authorized Signature

⑈11226381⑈ ⑆021309379⑆ 28078163⑈

PROPERTY LEASE AGREEMENT BETWEEN
West Middlesex Area School District AND FIRST STUDENT

As part of this Agreement, District is leasing to Contractor, and Contractor is leasing from District, during the term of this Agreement, a transportation facility ("Facility") for the maintenance and parking of the vehicles which Contractor will use in providing the services and for parking of Contractors' employees' vehicles. The Facility is located at 3591 Sharon Road, West Middlesex, PA 16159 and depicted on the site plan attached as Exhibit _____. Contractor shall also be entitled to use the Facility for office administration, washing of vehicles, and related activities.

1. Scope: The Facility includes:

(i)Two (2) building(s) ("Building") containing approximately _____ square feet, and approximately _____ (___) square feet of office space. (ii) a parking area ("Parking Lot") that is [paved] [gravel] [fenced] [lighted]. (iii) a fueling station and one (1) above ground fuel storage tank(s).

2. Rent: During the term of this Agreement, for each month for which District pays Contractor for the services and Contractor uses the Facility, Contractor agrees to pay District as gross rent for the Facility, the sum of One Dollar and no/100 ($1.00) per year (with the amount for any partial month prorated). Termination of the Agreement shall automatically include the termination of the leasing agreement provided for herein, in which event Contractor shall vacate the Facility.

3. Repairs: District shall be responsible for maintenance, repair and replacement of all the exterior and structural elements of the Building, including the exterior walls, windows, foundation, roof, gutters, down spouts (collectively, the "Building Structure"), and the common areas, abutting sidewalks, driveways and asphalt and all general mechanical, plumbing, sprinkler, life safety, HVAC and electrical systems serving the Building (collectively, the "Building Systems"). District shall perform such repairs, maintenance and replacements promptly once District has knowledge of the need for the same. Subject to the foregoing, Contractor shall be responsible for routine repairs and maintenance of the Property during the Term of this Lease, provided, however, in no event shall Contractor be responsible for capital repairs or improvements to the Property. In addition, Contractor shall not be required to put the Property in a better state of repair than exists on the Commencement Date. Contractor shall keep and maintain the Property in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse on the Property.

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

period, Contractor shall have the right to offset such amount against Rent next due and owing under this Lease.

4. Environmental Indemnification: District will be responsible for and agrees to indemnify, defend and hold Contractor harmless from any Environmental Conditions, as defined below, that existed on, in or under the Facility prior to when Contractor moves into the Facility. Contractor will be responsible for and agrees to indemnify, defend and hold District harmless from any Environmental Conditions on, in or under the Facility caused by Contractor during the term. The term "Environmental Conditions" means conditions where hazardous materials (as defined under applicable federal, state or local laws) are present to the extent that any reporting, remediation or other action is required under any such federal, state or local laws. References to "laws" hereunder includes all regulations, guidelines and other requirements thereunder, as amended and supplemented from time to time.

5. Environmental Site Assessment: Contractor may conduct a Phase I and if necessary, a Phase II Environmental Site Assessment of the Facility before moving in, during the term and/or within a reasonable time thereafter. This Lease Agreement may be terminated by Contractor upon not less than thirty (30) days' notice to District if any of the site assessments reveals any environmental condition which Contractor deems unacceptable in its sole discretion, so long as notice is provided to District within thirty (30) days of Contractor's receipt of the environmental site assessment report(s).

6. Insurance: During the Term, District shall purchase and maintain first party property coverage on the Building. Such coverage shall provide replacement cost protection, less applicable deductibles or retentions. To the extent Contractor causes damage to the Building other than ordinary wear and tear, Contractor agrees that it is not an express or implied beneficiary under the District's first party policy(s) or coverage program(s). Contractor remains separately obligated to indemnify the District for costs to repair or replace such damage to the Building arising out of or related to any activity of Contractor on the Property in keeping with Paragraph 8.

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

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

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

7. Waiver of Subrogation: Notwithstanding anything to the contrary contained in this Lease, District and Contractor hereby waive (and shall cause their respective insurance carriers to waive) any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to the Property, or any portion thereof, Contractor's personal property or trade fixtures, including rights, claims, actions and causes of action based on negligence, which loss or damage is covered by insurance (or would have been had the insurance required by this Lease been carried).

8. Indemnification. Except with respect to matters which result from the negligence or willful misconduct of District, its employees, agents or contractors, Contractor shall indemnify, defend and hold harmless District from any claim, loss or liability (exclusive of consequential, punitive or special damages), including, without limitation, reasonable attorneys' fees, arising out of or related to any activity of Contractor on the Property or any failure by Contractor to effect any repair or maintenance required by this Lease. Except with respect to matters which result from the negligence or willful misconduct of Contractor, its employees, agents or contractors. District shall indemnify, defend and hold harmless Contractor from any claim, loss or liability (exclusive of consequential, punitive or special damages), including, without limitation, reasonable attorneys' fees, arising out of or related to any breach or default on the part of District in the performance of any covenant or agreement on the part of District to be performed pursuant to the terms of this Lease, or due to any negligent or willful act or omission of District, its agents, employees or contractors.

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

10. Notice of Relocation: If District requires Contractor to move from the Facility during the Term, District will give Contractor written notice and so long as another comparable facility is available, Contractor will vacate the Facility and relocate to the comparable facility, in which event Contractor shall be entitled to equitably increase its rates to the District under this Agreement.

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

FIRST STUDENT, INC.

By: [signature]

Title: AGM

Attest: Janet Miller

Title: L.M.

WEST MIDDLESEX AREA SCHOOL DISTRICT

By: R. C. Omer

Title: Superintendent

Attest: Nghathe Stuthard

Title: Business Manager