

TRANSPORTATION MANAGEMENT SERVICES AGREEMENT

This SERVICES CONTRACT (the "Contract") is made effective as of the 3rd day of September 2026, by and between the Reading School District, ("District"), and TransPar Group, Inc. a Kansas Corporation with its principal place of business at 186 Seven Farms Dr., Ste F, PMB #103, Daniel Island, SC 29492 ("Manager").

RECITALS

The District has a student transportation system and desires that Manager, a qualified transportation consulting and management company, render certain advisory and management services with respect to the design, structure and operation of such system, as more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

1. Incorporation of Recitals

The matters recited above are hereby incorporated into and made a part of this Contract.

2. Engagement and Scope of Services

- a. Engagement. The District hereby engages Manager as an independent contractor to provide advisory services to and to manage, supervise and direct the District's Department of Transportation (the "System"), and Manager hereby accepts such engagement, upon the terms and conditions set forth herein.
- b. Services. Manager agrees to perform its obligations set forth in this Contract, including those described in Exhibits A, and C which are incorporated herein and made a part of this Contract (hereinafter, collectively, "Services").
- c. Authority/Final Authority. The District shall have ultimate responsibility for, and authority over, the System. Subject to the District's responsibility and authority and pursuant to the District's reasonable directives to Manager, Manager shall take all actions reasonably necessary and appropriate to manage the operation of the System and perform the Services in a safe, timely and cost-efficient manner. In connection therewith, Manager's responsibilities, and Services, shall include: a) assigning responsibilities to, and monitoring the performance of, all transportation related staff, b) coordinating directly with vendors; c) making recommendations to the District regarding the following: (i) bidding contracts under the System and engaging new vendors; (ii) terminating vendor contracts; (iii) preparing budgets and financial control criteria; and (iv) policies, procedures and guidelines and rules for the System, and school officials; and d) implementing, as reasonably directed by the District or its designee, all District approved policies, guidelines, rules and decisions concerning the System.

- d. Changes. The District may, from time to time, reasonably request changes in the scope of Services ("Changes"). Any agreed upon Changes, including any agreed upon increase or decrease in Manager's fees, shall be documented by written amendment to this Contract. The District periodically requests Manager to perform work outside the scope of the work specified in the Contract. Such work will be classified as "Extra Work." Such Extra Work shall be performed on a time and materials basis as mutually agreed to in writing in advance. The Manager will not perform Extra Work unless authorized by the District in writing to do so. Changes and Extra Work shall be performed in accordance with standards set forth herein for performance of the Services.
- e. Communications. All reports, communications to the District and/or recommendations shall be directed to the Assistant Superintendent of Student Services and Administration, Chief Financial Officer or District Transportation Liaison unless Manager is instructed otherwise.

3. Personnel

- a. Key Personnel. Key Personnel shall be engaged by Manager (or Manager's District approved affiliates) and all costs associated with Key Personnel shall be borne by and be the responsibility of Manager. Key Personnel are identified on Exhibit B.
- b. Removal of Key Manager Personnel. Manager agrees to remove and replace any Key Manager Personnel (set forth in Exhibit B) from a job function upon reasonable written direction from the Assistant Superintendent of Student Services and Administration, Chief Financial Officer or District Transportation Liaison. However, subject to the Assistant Superintendent of Student Services and Administration, Chief Financial Officer, District Transportation Liaison's approval, Manager may assign or reassign such removed Key Manager Personnel to other job functions within the scope of the Services. In the event of removal or other loss of any Key Manager Personnel, Manager shall provide replacement(s) satisfactory to the District.
- c. Hiring of Personnel. During the term, any renewal term and for a period of one (1) year following termination or expiration of this agreement, District shall not, without the prior written consent of Manager, be permitted to hire any of Manager's employees or independent contractors engaged by Manager to provide the Services. Such consent will require District's and Manager's agreement to payment of a transition/finder's fee to Manager by District. The transition/finder's fee is calculated by multiplying the employee's/employees' base salary/wages for the most recent 12 months by 20%. District will pay Manager within 45 days of the time of hire, assuming at least 45 days of employment.

4. Standards of Performance

- a. Standards. Manager agrees to devote such time, attention, skill, knowledge and professional ability as is reasonably necessary to perform the Services effectively and efficiently.

- b. Staff. Manager shall retain and utilize sufficient Key Personnel, Additional Manager Personnel, and other staff under its direction and control to assure the effective and efficient performance of Services.
- c. Relationship. Manager, while an independent contractor, shall be allowed to hold itself out to third parties as an authorized representative of the District when required for adequate performance of the Services.
- d. District Satisfaction. Manager shall perform all Services to the reasonable satisfaction of the Assistant Superintendent and the District.

5. Outcomes/Deliverables

- a. Outcomes. District and Manager intend that the Services shall be designed to achieve the outcomes that are set forth on Exhibit "C". However, District acknowledges and agrees that achievement of the Outcomes is subject to, and may be affected, enhanced or impaired by, policies, directives, rules and decisions of the District.
- b. Deliverables. A description of deliverables, including required submittals, documents, plans, reports and other materials to be provided to the District in connection with Services performed and the expected completion date(s), are set forth on Exhibit "D" ("Deliverables"), incorporated herein by reference. The Manager agrees to provide such other deliverables related to the Services, as reasonably requested by the District from time to time.

6. Term and Termination

- a. Initial Term. This Agreement consists of an initial term commencing on or about July 1st, 2027, and continuing through June 30, 2030 (the "Term"), unless terminated sooner as provided herein.
- b. Option to Renew. The District shall have options to renew this Agreement beyond June 30, 2030, by mutual agreement and upon notice as set forth herein. Said notice shall be in writing and given at least One Hundred and Twenty (120) calendar days prior to the end of the initial Term or any renewal term. The contract will automatically renew unless notified otherwise at least 120 days prior to expiration.
 - i. The terms and conditions of this Agreement as they may be amended in writing from time to time and duly executed by both parties hereto shall apply to any renewal term.
 - ii. Manager may elect not to accept a renewal term, and in such event, Manager shall give written notice to the District within ninety (90) days of receipt of the District's renewal notice.
- c. Default, Early Termination and Remedies. In the event Manager defaults by committing a material breach of this Contract and such default is not cured within

fifteen (15) calendar days after written notice by the District is received by Manager, District may terminate this Contract and seek all legal remedies available to it. (See *Exhibit E for Early Termination fee schedule.*)

If Manager becomes insolvent or files for Bankruptcy, or there is an assignment by Manager for the benefit of creditors or consent by Manager to the appointment of a trustee or receiver, the District may terminate this Contract immediately upon written notice to Manager without regard to the fifteen (15) day cure period.

- d. Termination without Cause. Either party shall have the right to terminate this Contract, without cause, with one hundred eighty (180) days written notice. Neither party shall be under further obligations under this Contract, other than obligations existing on the date of termination, or that by their nature or expressly survive termination, or as otherwise provided in this Contract.

7. Compensation/Reimbursements/Payment/etc.

- a. Compensation. As total compensation for Manager's performance of the Services under this Contract in the Initial Term, the District shall pay to Manager the sums set forth in Exhibit E hereto. Rates for subsequent years shall Increase at the agreed upon rate each July 1st in accordance with those provisions set forth in Exhibit "E".

In the event of early termination of this Contract for any reason, the District shall be obligated to pay only the compensation provided hereunder for Services provided prior to termination, as well as approved reimbursable costs incurred up to the date of termination. Notwithstanding, if a post-termination cost to which Manager is obligated was authorized by the District prior to the effective date of termination, if such cost cannot be eliminated or if District desires its expenditure, District shall pay for such cost.

- b. Payment. Manager shall submit invoices to the District at the first of each operating month and District shall pay Manager's invoices within thirty (30) days of receipt of the invoice.
- c. Facilities, Equipment, etc. During the Term, the District shall provide and make available to Manager the facilities, services, equipment, supplies, and other items reasonably necessary for Manager's provision of Services in accordance with the Department of Transportation budget, including but not limited to office space, office furniture and fixtures, telephone and fax, computers, software as well as all other peripherals necessary for the Director of Transportation to operate the System in furtherance of provision of the Services. District agrees to maintain and/or upgrade equipment so as to not impede Manager's ability to utilize necessary hardware/software for the fulfillment of its obligations under this Contract. Manager agrees to assist the District, if required, with these upgrades, if any, by initially purchasing required items and arranging for District to reimburse Manager within a reasonable period of time. If at any time during the term of this Contract or any extension thereof District determines that any office or office space provided to Manager shall be moved to a new location, District shall pay all costs incident to the same.

- d. Non-Appropriation. Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation, or not, in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the District for performance under this Contract, the District shall notify Manager and this Contract shall terminate on the last day of the fiscal period for which funds were appropriated.

8. Confidentiality and Ownership

- a. Confidential Information. In the course of provision of Services under this Contract, one party (the "Receiving Party") may gain access to certain information of the other party (the "Disclosing Party") that is not generally known to others including but not limited to student records, administration, personnel/finance department information, trade secrets, proprietary information, marketing strategies, business strategies, legal analyses, financial information, insurance information, policies, procedures, research, lists, methodologies, specifications, management information systems, know-how, processes, technical and technological information, formulas, reports, and any other similar asset in which the Disclosing Party have or may have an intellectual property right in connection with Disclosing Party's business, contracts and business records ("Confidential Information"). However, any information that is either (i) generally known by, or available to, the public, (ii) has been in possession of the Receiving Party or can demonstrate that was known prior to the date on which It has been informed by Disclosing Party; (iii) it is disclosed by third parties who have legal possession of it, as long as can be demonstrated with sufficient evidence and it does not result in a violation or breach of a contractual or legal obligation by such third parties; (iv) is hereafter disclosed by the Disclosing Party to the public without any duty of confidence or restriction on its use or further publication, (v) is otherwise independently known to, or developed by, the Receiving Party without reference to the Disclosing Party's Confidential Information, or (vi) must be disclosed by law, subpoena or by court order, on the understanding that will be required to provide written notice to Disclosing Party, as permitted by law, of any obligation of law or order, prior to the delivery of the Confidential Information to the authorities or persons, so that allows Disclosing Party to take such action or remedies as appropriate, shall not be considered Confidential Information.

Confidentiality Obligations. Receiving Party agrees not to disclose to any third party without the Disclosing Party's prior written consent, any Confidential Information. This provision shall survive the expiration or termination of this Contract. Notwithstanding the foregoing, and notwithstanding any other provision of this Contract, Receiving Party may provide the Confidential Information it receives from the Disclosing Party only to its representatives (legal/ financial/accounting) who (i) have a "need to know" such Confidential Information to provide necessary services to the Receiving Party and (ii) are legally bound to the same obligations as set forth herein with respect to Receiving Party. For the avoidance of doubt, Receiving Party will remain responsible for the acts of its Representatives in regard to the Confidential Information received and agrees, at its sole expense, to take all reasonable measures (including, but not limited to,

court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

- b. Dissemination of Information. As to performance of Services under this Contract, Manager shall not issue news releases or grant press interviews or disseminate any information regarding Services except as may be required by law, during or after the performance of Services without the prior consent of the District. However, Manager may, after coordination with and approval (such approval not to be unreasonably withheld or delayed) from the District's Community Relations Department, issue news releases or publicity regarding the execution of this Agreement and may advise other potential purchasers of its services as to the nature of Services provided to District. In the event Manager is presented with a Freedom of Information request, a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, other documents or Deliverables which may be in Manager's possession by reason of this Contract and/or the Services being performed, Manager shall, within two business days, give notice to the District and its attorney with the understanding that the District shall have the opportunity to contest such process by any means available to it before such records, data, other documents, or Deliverables are submitted to a court or other third party; provided however, that Manager shall not be obligated to withhold such delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
- c. Staff. Manager agrees to cause Key Personnel, and other staff under its direction and control if any, to undertake the same obligations of confidentiality agreed to by Manager under this Contract.
- d. Ownership. All software and other systems delivered to the District that is owned or developed by the Manager for use in delivering services generally shall remain the property of the Manager unless District arranges to purchase/lease same from Manager.

9. Representations and Warranties of Manager

Manager represents and warrants that the following shall be true and correct as of the effective date of this Contract and shall continue to be true and correct during the Initial Term and any renewal term of this Contract.

- a. Compliance with Laws. Manager is and shall remain in compliance with all local, state and federal laws, rules, regulations and statutes relating to this Contract and the performance of Manager's Services including but not limited to the Drug-Free Workplace. Further, Manager is and shall remain in compliance with all District policies, decisions, guidelines, procedures and rules.
- b. Gratuities. Manager is and shall remain in compliance with all applicable anti-kickback laws and regulations.
- c. Ethics. No officer, agent or employee of the District is or will be employed by Manager or has or will have a financial interest, directly or indirectly, in this

Contract or the compensation to be paid hereunder except as may be permitted under this Contract or in writing by the District's ethics policies, if any.

- d. Good Standing. Manager, and each of its subcontractors if any, are entities in good standing under the applicable laws of the state where such entity is domiciled and properly licensed in each state where they do business or where required.
- e. Authorization. Manager has taken all action necessary for the approval and execution of this Contract, and execution by the person signing on behalf of Manager is duly authorized by Manager and has been made with complete and full authority to commit Manager to all terms and conditions of this Contract which shall constitute valid, binding obligations of Manager.
- f. Services. Services shall be performed in a timely manner, by properly trained and supervised personnel.

10. Independent Contractor

It is understood and agreed that the relationship of Manager to the District is and shall continue to be that of an independent contractor acting as an authorized representative (as it relates to the scope of this Contract) for the District and neither Manager nor any of Manager's employees or subcontractors shall be entitled to receive District employee benefits. It is further understood and agreed that the District shall not be responsible for, nor incur any liability for, any state or federal withholding or other taxes or for FICA or state unemployment insurance for Manager, employees or subcontractors and the payment of any such taxes incurred or due by Manager shall be the sole responsibility of Manager. Manager shall provide the District with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to a social security number and/or federal employer identification number.

11. Indemnification and Defense of Litigation

As permitted under current Pennsylvania law, each party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other party [and its managers, officers, directors, employees, and agents, (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party/awarded against Indemnified Party in a final non-appealable judgment, administrative proceeding, or any alternative dispute resolution proceeding (collectively, "**Losses**"), arising out of any third-party claim resulting from:

- i. a material breach or non-fulfillment of any representation, warranty, or covenant of this Contract by Indemnifying Party or Indemnifying Party's Personnel;
- ii. any grossly negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Contract;

- iii. any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of Indemnifying Party or its Personnel (including any reckless or willful misconduct); or
- iv. any failure by Indemnifying Party comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Contract.

Notwithstanding anything to the contrary in this Contract, TransPar is not obligated to indemnify, hold harmless, or defend the District against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's:

- i. negligence or more culpable act or omission (including recklessness or willful misconduct); or
- ii. bad faith failure to comply with any of its obligations set forth in this Contract.

Indemnified Party shall give Indemnifying Party prompt written notice (a "Claim Notice"), in no event more than seven (7) calendar days of becoming aware of a claim, of any losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Section 11. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related losses (to the extent that the nature and amount of losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any losses. All indemnification obligations in this Contract are conditioned upon Indemnified Party:

- i. promptly delivering the Claim Notice and related documents;
- ii. allowing Indemnifying Party, if Indemnifying Party so requests, to undertake, conduct, and control, through reputable independent counsel of its own choosing, the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under this section;
- iii. cooperating with Indemnifying Party in the defense of any such claim and any related settlement negotiations; and
- iv. not compromising or settling any claim or liability without prior written consent of Indemnifying Party.

12. Insurance

- a. Insurance. Manager shall continuously maintain adequate insurance and shall have the District added as a certificate holder under all policies listed thereon. TransPar shall carry a minimum of \$500,000 General Liability coverage.
- b. District's Insurance. Manager agrees that District may satisfy its obligation to provide insurance for District's own negligence through District's insurance program. District agrees to provide information regarding the financial solvency of its insurance program to Manager upon Manager's request. If during the term of this Agreement, District replaces its insurance program, then District shall provide such information to the Manager as required in this Agreement.

13. Non-Discrimination

- a. Unlawful Employment Practices. It shall be an unlawful employment practice for Manager or subcontractors to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to compensation, or the terms, conditions or privileges of employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or to limit, segregate, or classify employees or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, religion, sex, age, handicap or national origin.
- b. Compliance. Manager and District shall comply with all applicable Pennsylvania, Federal and local laws.

14. Notices

All notices required under this Contract shall be in writing and sent to the address set forth below:

Notices to District shall be addressed to:

Mr. Jesse Leisawitz, Esq.
Chief Legal Officer
Reading School District
800 Washington Street
Reading, PA 19601

Notices to Manager shall be addressed to:

Mr. Doug Martin, President
TransPar Group, Inc.
186 Seven Farms., Ste F, PMB #103
Daniel Island, SC 29492
888-518-3377

15. Assignment

This Contract shall not be assignable or transferable by Manager to a third party without the written consent of the District.

16. Entire Contract: Amendment

This Contract, including all Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification or amendment to the Contract shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Contract not expressly set forth or referenced herein are of no force or effect.

17. Governing Law

This Contract including all Exhibits attached hereto, and all matters arising out of or relating to this Contract, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than those state or federal courts situated in the City of Reading, County of Berks, State of Pennsylvania. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

18. Waiver

No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and the waiving party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

19. Tax Exemption

The District is exempt from the payment of city, state and federal taxes. Such taxes will not be included in the Contract cost.

20. District Approval

This Contract is subject to approval by the Board of Education of the Reading School District.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

MANAGER

TransPar Group, Inc.

By: Daniel Walch

Title: Director of Client Services

Attest: *Daniel Walch*

DISTRICT

Reading School District

By: _____

Title: _____

Attest: _____

Schedule of Exhibits

A -- Services

B -- Key Personnel

C -- Outcomes

D -- Deliverables

E -- Compensation Rates

EXHIBIT A

SCOPE OF SERVICES, Services shall include the services described in the Proposal dated September 3, 2026, described in the body of the Contract, and as follows:

- Recommend to the District short-term and long-term plans, processes and procedures intended to improve student transportation services and, upon the District's approval and adoption of such policies and procedures, implement same
- Audit and track compliance of vendor contracts through our Contractor Performance Management Program™ (CPMP™)
- Evaluate the performance of each bus contractor the District partners with
- Prepare monthly performance reports for RSD – selected elements of the performance reports will be identified and communicated on a quarterly bases with bus contractor
- Review invoices from bus contractors monthly and reconcile any adjustments or billing discrepancies. Process bus contractor invoices if approved by RSD to do so
- Subject to contact person and if necessary RSD approval, develop and implement transportation service bid specifications
- To the extent required by the contact person and RSD, participate in the process to award transportation service contracts
- Responsible for the development, implementation, management, and optimization of all district general education school bus routing including route design, system maintenance, data integration, and efficiency review
- Develop and maintain sole operational responsibility for the design, implementation, ongoing management, and continuous optimization of all district special education bus routes; Responsibilities include: reviewing all Individualized Education Program (IEP) and 504 transportation mandates to ensure legal and regulatory compliance; developing efficient, safe, and individualized door-to-door specialized stop routing; coordinating directly with school administrators, special education case managers, parents/guardians, and contracted drivers regarding necessary route adjustments, changes in student medical/behavioral, and daily logistical modifications
- Employ a bilingual customer service representative responsible for the following: dedicated to handling district inquiries, parent communications, and service coordination during designated peak hours; will be proficient in English and Spanish and be fully trained on RSD's district specific transportation policies and protocols
- Responsible for field trip coordination: TransPar will have the primary responsibility for the planning, coordination, and execution of all RSD-sponsored field trips
- Establish, manage, and operate a temporary service call center which will handle high-volume inquiries at the beginning of the school year, and will be responsible for

communication regarding registration, taking phone calls, and handling general school questions

- Provide System users information regarding the System to make the system more effective and responsive
- Recommend to the District procedures for communication and problem solving between schools, parents and students, advisory agencies, and community members and if adopted by the District, develop and maintain such procedures
- Evaluate the effectiveness of the System and where appropriate recommend to the District, methods to improve the effectiveness of the System
- As appointed by the Assistant Superintendent or District Transportation Liaison serve on District or other special committees concerning student transportation
- Develop and monitor the student transportation budget
- Prepare and deliver to the District annually RouteYield™ as described in the Proposal
- Provide Key Personnel and Manager Personnel (along with associated vehicular costs) and their salaries, benefits, etc., as described in Exhibit B
- Recruit and maintain Department of Transportation Staff
- For customer service, TransPar will utilize its proprietary ***Incident Management System (IMS)*** which allows staff to record, track, and resolve any incidents that occur

EXHIBIT B

Key Personnel:

<u>Name</u>	<u>Title</u>	<u>Responsibility</u>
Doug Martin	President	Corporate Support & Planning
Dan Walch	Director	Planning Manager - Management
Mike Archer	Senior Analyst	Advisory Services

Key Manager Personnel:

Kyle Martin	President Emeritus	Corporate Support & Planning
Micah Brassfield	Vice President	Planning Manager - Advisory

District Assigned Manager Personnel:

Ken Chase	General Manager	Transportation Department & Planning
Brittany Muniz	Router	Transportation Department & Planning
Francis Laboy-Valentin	Router	Transportation Department & Planning
Glorianny De Oleo Ramos	Field Trip Coordinator	Transportation Department & Planning
Ana Vasquez	Customer Service Representative	Transportation Department & Planning

EXHIBIT C

OUTCOMES

District acknowledges and agrees that achievement of the Outcomes below is subject to, and may be affected, enhanced or impaired by, any policies, directives, rules or decisions of the District:

- Through Quality Assurance Audits and continuous monitoring, improve bus contractor compliance with contract specifications
- Through time and capacity studies to pair, share and eliminate buses, improve bus utilization and seek cost reduction and/or enhanced service deliver
- Through increased communications and reporting, ensure continued improvement of on-time performance
- Through use of surveys, ensure that parents, students and individual buildings served are receiving a quality service
- Ensure District vendors are executing on their contract deliverables and provide performance reports through (CPMP™)

EXHIBIT D

 Management Services Deliverables Prepared for Reading School District 2027-2028				
Jul / Aug / Sep		Oct / Nov / Dec		Apr / May / Jun
Performance	Ongoing Services			
	Monthly Conference Calls to Measure Progress and Adherence to Management Principles			
	Monitor On-Time Performance, Monitor Driver Recruiting Plan Progress, Provide Quarterly "Directors" Report, Service vehicle			
	CPMP; Transfinder, IMS, LMS			
	[Medicaid Reimbursement Maximization]			
	Accident/Safety Progress Review	Accident/Safety Progress Review	Accident/Safety Progress Review	Accident/Safety Progress Review
	Financials vs Budget Review	Financials vs Budget Review	Financials vs Budget Review	Financials vs Budget Review
	Scheduled Services			
	UP	Perform Crossing Guard Analysis Perform TransPar's RouteYield™	Conduct Principal's Service Survey	Co-Author Annual Progress Report Benchmark Analysis
Planning	Scheduled Services			
	Identify Cost Reduction Targets		Assess Bell Time Schedule	
	Manager Training		Budget Preparation & Support	
	START	On-Site Visit & Program Review Verify Bus Spec. Conformance	On-Site Visit & Program Review	On-Site Visit & Program Review
Preparation	Scheduled Services			
	School Startup Planning & Goals		Attendance Boundary Planning	Plan Crossing Guard Assignments
	Review State Funding Submission		Determine Costs of Trans Programs	Conduct QA Audits of Contractors
	SCHOOL			Review Rider Eligibility Rules Assess Routing Practices & Rules
Local	Recruit/Train / Manage Call Center Review Student Management	Bell Time Analysis	Review Student Management	School Bus Safety Review

EXHIBIT E

COMPENSATION Rates (Reference section 7.1)

COMPENSATION RATES

Pursuant to section 7.1 the following rates shall be utilized during the Initial Term of this Contract. Rates may change only as provided for within the Contract. Escalation rates shall apply in subsequent years as defined within the Contract.

A.) Base Year One As outlined in Exhibit "A" & "B" (July 1st, 2027, thru June 30, 2028)

Management Annual Rate: \$694,544.51, includes all operating expenses (Does not include temporary call center option)

Management Monthly Rate: \$57,878.71 monthly, includes all operating expenses (Does not include temporary call center option)

Call Center Option 1: \$10,000 for four (4) weeks of two (2) temporary employees beginning temporary employment fourteen (14) calendar days before the first day of school; TransPar is responsible for the hiring of employees for the call center

Call Center Option 2: \$20,000 for eight (8) weeks of two (2) temporary employees beginning temporary employment fourteen (14) calendar days before the first day of school; TransPar is responsible for the hiring of employees for the call center

*Call Center Options 1 or 2 will be determined by the district forty-five (45) calendar days before the first day of school and the district will be invoiced for the option amount above on the August management fee invoice (If choosing Option 1), or the September management fee invoice (If choosing Option 2)

B.) Subsequent years' compensation: Commencing July 1, 2028, and on each anniversary of the contract thereafter, the current monthly rate shall be increased by 3.0% or CPI, whichever is greater. If the contract automatically renews as defined in article 6 (b), the 3.0% increase shall be applied each.