

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (the "Agreement") is made effective on the date listed on Exhibit A (the "Effective Date"), by and between KINDERCARE EDUCATION LLC, a Delaware limited liability company ("KCE"), and the company listed on Exhibit A ("Contractor").

RECITALS

1. KCE is engaged in the business of providing early childhood care and educational services throughout the United States; and
2. Contractor is a Public School District in the Commonwealth of Kentucky capable of providing willing to provide student transportation services; and
3. KCE and Contractor desire to enter into this Agreement to permit Contractor to provide to KCE certain student transportation services on the terms and conditions herein.

AGREEMENT

In consideration of the premises and the mutual representations, warranties and covenants and subject to the conditions contained herein, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, various terms are defined as follows:
 - (a) The term "Center" means any facility owned or operated by KCE for which KCE requests student transportation services.
 - (b) The term "student transportation services" means the safe and convenient transportation of all students designated by KCE to be transported between the Centers and their scheduled field trips, excursions, athletic events, or any other purpose designated by KCE.
 - (c) The term "school bus" means a school bus that has a capacity of 10 to 84 passengers, as indicated by the vehicle manufacturer.
2. **Scope of Services Required.** During the term of this Agreement, KCE grants to Contractor the right to provide student transportation services ("services") to the Centers as outlined in Exhibit A. Such student transportation services shall be provided for each day in accordance with the routes and schedules submitted by KCE to Contractor and approved by Contractor in this Agreement. KCE's representative for scheduling and evaluating the services performed pursuant to this Agreement shall be the District Manager(s) assigned to the Centers, or such District Manager(s) designee(s).
3. **Term; Termination.**
 - (a) The term of this Agreement shall begin on the Effective Date and shall continue for one year unless terminated earlier as permitted under this Section 3.
 - (b) KCE may terminate this Agreement or services to one or more Centers for the following reasons: if Contractor fails to provide satisfactory services at one or more of the Centers, then KCE may immediately terminate service to the affected Centers by providing written notice of termination to Contractor; or at any time for any reason upon delivery of 15 days' prior written notice of termination to Contractor.
 - (c) Contractor may terminate this Agreement at any time for any reason upon delivery of 15 days' prior written notice of termination to KCE.
 - (d) Either party may terminate this Agreement at any time if: (i) the other party materially breaches any of its obligations hereunder and such breach has not been cured within 15 days of written notice specifying the nature of the breach; (ii) either party attempts to assign this Agreement or any obligation hereunder without the other party's consent; or (ii) any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver or similar officer is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankrupt.
 - (e) The right of termination under this Agreement is not intended to be exclusive, but shall be in addition to, any and all other rights and remedies for breach of contract available to the non-defaulting party under applicable law. The termination of this Agreement shall not relieve a party for liability for a prior breach of this Agreement. The representations, warranties, confidentiality, and indemnification obligations contained in this Agreement shall survive the termination of this Agreement.
4. **Compensation; Payment.** KCE shall pay Contractor the fees outlined in Exhibit A for the services. Contractor shall submit a monthly invoice to KCE; KCE shall pay undisputed invoices within 45 days after KCE's receipt. Contractor agrees to notify KCE in writing if any invoice is not paid when due.
5. **Insurance.** Contractor shall maintain at Contractor's expense, the following insurance coverages and limits: business automobile liability insurance, including owned, non-owned and hired motor vehicles with combined single limits for bodily injury and property damage of not less than \$5,000,000 per occurrence; commercial general liability insurance, including

contractual liability, completed operations, products liability and contingent liability for acts of subcontractors, in an amount not less than \$5,000,000 per occurrence; workers' compensation insurance in amounts not less than state statutory minimums, and employer's liability insurance in an amount not less than \$500,000 per occurrence.

Contractor shall forward the necessary Certificates of Insurance and endorsements to certificates@kindercare.com naming KinderCare Education LLC and its wholly owned subsidiaries as an additional insured on Contractor's business automobile liability and commercial general liability insurance policies and evidencing the above coverages and limits to KCE upon execution of this Agreement. Such certificates shall require the insurer(s) to provide KCE with thirty (30) days' written notice of any material changes or cancellation of such insurance coverages or limits. Contractor's insurance shall be primary, and any insurance maintained by KCE shall be excess and non-contributing.

6. **Indemnification.** With respect to any liability arising out of or resulting from any third party claim, suit, action or proceeding which is the result in whole or in part of the negligence, gross negligence or willful misconduct of KCE, its affiliates, employees, or students, KCE agrees to indemnify, defend and hold harmless Contractor, and its officers, directors, employees, agents, successors and assigns from and against any and all losses, damages, injuries, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees.
7. **Compliance with Laws.** Contractor and its employees, agents, and representatives shall, at all times, comply with all applicable federal, state, and local laws, regulations, and ordinances, and be duly licensed and otherwise authorized to perform the services specified in this Agreement.
8. **Standard of Care.** Contractor and its employees, agents, and representatives shall, at all times, perform all services in a good and workmanlike manner and exercise extreme care in connection with performing the services to avoid injury to humans and the environment. KCE shall have the right to require Contractor to preclude any employees of Contractor from providing the services hereunder, if, in KCE's sole discretion, KCE deems the employee unsuitable for providing student transportation services. Contractor shall provide qualified school bus drivers, trained and licensed in accordance with applicable federal, state, and local laws. Contractor warrants and represents that each of its school bus drivers shall be: a) duly qualified for employment in a public school district and b) possess all requisite licenses and certifications to operate a public school bus as required by Kentucky law..
9. **Driver Responsibilities.** Contractor shall ensure that each of its school bus drivers: supervises the loading and unloading of students from the school bus at each stop during the driver's route; carries the appropriate identification; complies with all applicable federal, state and local traffic laws while operating a school bus under this Agreement; and keeps informed of applicable federal, state and local laws regarding the operation of a school bus.
10. **School Buses.** All school buses provided by Contractor in the performance of the services under this Agreement shall minimally meet federal, state, and local operational and maintenance standards.
11. **Independent Contractor.** Contractor and KCE acknowledge and agree that Contractor is an independent contractor, that neither Contractor nor any of its employees, agents, or representatives shall be considered an employee, partner, joint venture or agent of KCE for any purposes, and as such, shall have and maintain complete control over all of Contractor's employees, agents, representatives and operations.
12. **Confidentiality.** KCE acknowledges that Contractor is a public agency subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request. However, to the extent permitted by law, at no time after execution of this Agreement or for two years after the date that this Agreement terminates shall KCE or Contractor or either of their officers, directors, employees, agents, or representatives voluntarily disclose to anyone other than their respective attorneys, accountants, or financial advisors the material terms of this Agreement or any other written agreement between the parties hereto or any confidential or proprietary information of the parties. Except as set forth below, "Confidential Information" shall mean and include any financial, operational, technical and other information relating to the present and future businesses and affairs of the disclosing party which information is provided to the other party, whether such information is provided in written, oral, graphic, pictorial or recorded form or stored on computer discs, digital or any other electronic medium. It is understood that the term "Confidential Information" does not mean and include information that: is rightfully in a party's possession prior to disclosure by the other party; is disclosed with the other party's consent; is public information other than through action or inaction of either party; is rightfully obtained from another source; or is required to be disclosed by applicable law or legal process.

When no longer needed for the performance of this Agreement, or at any time requested by either party, the Confidential Information, in whatever form, including copies, summaries or compilations, shall be promptly returned to the party requesting such Confidential Information.

13. **Notices.** All notices and demands hereunder shall be in writing and shall be served by personal delivery, by facsimile or by postage prepaid mail at the address of the receiving party set forth below or in Exhibit A (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be deemed complete upon receipt. If receipt of such notice or demand is refused or a party has changed its address without informing

the other, the notice shall be deemed to have been given and received upon the third day following the date upon which it is first postmarked by the postal service.

KCE: KinderCare Education LLC
5005 Meadows Rd, Suite 200
Lake Oswego, Oregon 97035
Attn: Vice President, Operations
Facsimile No. 503.872.1347

And copy: Lane Powell P.C.
Attn: KinderCare Contracts
601 SW Second Ave, Suite 2100
Portland, Oregon 97204
Telephone No. 503-778-2100
Facsimile No. 503-778-2200

14. **General.** Any Exhibits referred to in this Agreement, as amended by the parties from time to time, are incorporated in their entirety herein by this reference. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the party to be bound. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions set forth in this Agreement shall not be affected. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the choice of law rules of such state. This Agreement may be amended only by a written instrument executed by both parties. The provisions of this Agreement represent the full and complete agreement between the parties and supersede any prior oral or written agreements covering the same subject matter. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either KCE or Contractor. This Agreement may be executed in two counterparts, each of which when so executed shall be deemed an original, and such counterparts shall together constitute one and the same instrument. A facsimile transmission of an executed signature shall have the same force and effect as an original signature. This Agreement shall bind and inure to the benefit of the parties; their respective successors and permitted assigns. Neither party shall have the right to assign this Agreement or delegate any or all of its obligations hereunder to a third party, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed.
15. **Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives or officers effective as of the day and year first above written.

CONTRACTOR

KINDERCARE EDUCATION LLC

By: _____

By:  _____

Title: _____

Title: Center Director

Exhibit A: Location and Specific Details

Contractor **Boone County Board of Education**
 8330 US-42,
 Florence, KY 41042
 Attention: Tammy Jump
 Telephone No. 859-282-2369
 Facsimile No.

Effective Date: _____

Trip Details:

Event #	1	2	3	4	5
Event Date	6/10/26	6/25/26	7/14/26	7/29/26	
Event Name	Florence Cinemark	Cincinnati Children Museum	Strike and Spare	Walton Park	
Pick-up KCE Location Address (if different or an additional KCE Center participating in same trip)	11247 Paddock Dr. Walton KY 41094	11247 Paddock Dr. Walton KY 41094	11247 Paddock Dr. Walton KY 41094	11247 Paddock Dr. Walton KY 41094	
BTotal # of Passengers Being Transported	40-50	40-50	40-50	40-50	
Arrival Time @ KCE Location	10:00AM	9:30am	10:30am	9:15am	
Transport to Event Address	7860 Mall Rd. Florence KY 41042	1301 Western Ave Cincinnati OH 45203	510 Commonwealth Ave Erlanger KY 41018	35 Old Stephenson Mill Rd. Walton, KY 41094	
Arrival Time @ Event	10:30AM	10:45am	9:45am	10:00am	
Return Trip Pick-up Time	1:00pm	1:00pm	1:00pm	12:30pm	
Transport to KCE Location Address (if different from Pick-Up Address)	11247 Paddock Dr. Walton KY 41094	11247 Paddock Dr. Walton KY 41094	11247 Paddock Dr. Walton KY 41094	11247 Paddock Dr. Walton KY 41094	
Price	\$40 per hour \$.75 per mile	\$40 per hour \$.75 per mile	\$40 per hour \$.75 per mile	\$40 per hour \$.75 per mile	

BUS REQUEST FROM COMMUNITY

COMMUNITY REQUESTER: KinderCare Richwood

DATE OF TRIP: 6/10/2026

LOCATION OF TRIP: Cinemark

WHAT FORM OF TRANSPORTATION IS REQUESTED: BOONE COUNTY SCHOOL BUS

BRIEF DESCRIPTION OF DETAILS FOR DRIVER:

NOTE: FOR BOARD APPROVAL, THIS REQUEST MUST BE SUBMITTED BY THE DEADLINE TO BE INCLUDED ON THE NEXT BOARD MEETING

COMMUNITY REQUESTER: Heather Parr DATE: 2/25/2026

DISTRICT OFFICE USE ONLY

APPROVED BY: _____ DATE: _____

BUS REQUEST FROM COMMUNITY

COMMUNITY REQUESTER: KinderCare Richwood

DATE OF TRIP: 6/25/2026

LOCATION OF TRIP: Cincinnati Children Museum

WHAT FORM OF TRANSPORTATION IS REQUESTED: BOONE COUNTY SCHOOL BUS

BRIEF DESCRIPTION OF DETAILS FOR DRIVER:

NOTE: FOR BOARD APPROVAL, THIS REQUEST MUST BE SUBMITTED BY THE DEADLINE TO BE INCLUDED ON THE NEXT BOARD MEETING

COMMUNITY REQUESTER: Heather Parr DATE: 2/25/2026

DISTRICT OFFICE USE ONLY

APPROVED BY: _____ DATE: _____

BUS REQUEST FROM COMMUNITY

COMMUNITY REQUESTER: KinderCare Richwood

DATE OF TRIP: 7/14/2026

LOCATION OF TRIP: Walton Park

WHAT FORM OF TRANSPORTATION IS REQUESTED: BOONE COUNTY SCHOOL BUS

BRIEF DESCRIPTION OF DETAILS FOR DRIVER:

NOTE: FOR BOARD APPROVAL, THIS REQUEST MUST BE SUBMITTED BY THE DEADLINE TO BE INCLUDED ON THE NEXT BOARD MEETING

COMMUNITY REQUESTER: Heather Parr DATE: 2/25/2026

DISTRICT OFFICE USE ONLY

APPROVED BY: _____ DATE: _____

BUS REQUEST FROM COMMUNITY

COMMUNITY REQUESTER: KinderCare Richwood

DATE OF TRIP: 7/29/2026

LOCATION OF TRIP: Strike and Spare Bowling Alley

WHAT FORM OF TRANSPORTATION IS REQUESTED: BOONE COUNTY SCHOOL BUS

BRIEF DESCRIPTION OF DETAILS FOR DRIVER:

NOTE: FOR BOARD APPROVAL, THIS REQUEST MUST BE SUBMITTED BY THE DEADLINE TO BE INCLUDED ON THE NEXT BOARD MEETING

COMMUNITY REQUESTER: Heather Parr DATE: 2/25/2026

DISTRICT OFFICE USE ONLY

APPROVED BY: _____ DATE: _____