JACKSON PUBLIC SCHOOLS
REGULAR BOARD OF EDUCATION MEETING
Jackson High School
September 16, 2025

AGENDA

6:00 pm Regular Meeting

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of Agenda

5. Superintendent's Report

6. Consent Agenda
   - 25-26 Minutes
   - 25-26 Human Resources
   - 25-26 Bond Financial Report, August

7. **Citizens Requesting to Address the Board** *(Board Policy 0167.3) - this is an opportunity for any citizen present to address the Board on any item. The time limit is normally five (5) minutes, but the president or presiding officer may impose a shorter time limit if necessary. Attendees must register their intention to participate in the public participation portion of the meeting upon their arrival at the meeting.*

8. Discussion Item

9. Action Item
   - 25-26 Playground Update for John R. Lewis and Northeast Elementary
   - 25-26 MDE EV Bus Grant
   - 25-26 JPS Authorized Signatures
   - 25-26 Certification of Tax Levy

10. Board Comments

11. Calendar
    - October 21, 2025 - Regular Meeting, JHS Media Center, 6:00 pm

12. Adjournment

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
September 16, 2025

ITEM: 25-26-17 SUBJECT: Minutes

FOR ACTION: Jeremy Patterson

STATEMENT OF THE ISSUE:

In accordance with Board policy, the minutes of the Board of Education must be approved by the Board.

RECOMMENDATION:

Administration recommends approval of the following minutes as presented:

August 22, 2025 Regular Board Meeting

JACKSON PUBLIC SCHOOLS
REGULAR BOARD OF EDUCATION MEETING
Jackson High School
August 19, 2025

The Board of Education of the Jackson Public Schools held a regular board meeting at 6:00 p.m. on August 19, 2025 at Jackson High School, 544 Wildwood Ave., pursuant to notice duly given.

Present: Shalanda Hunt, Alaina Sharp, Subba Reddy, Cheryl Simonetti, Marilyn Acton, Derek Dobies, Kesha Hamilton (6:18 pm)
Absent:

Approval of Agenda

Motion by C.Simonetti, supported by M.Acton, to approve the agenda. Motion carried 6-0.

Superintendent's Report

Mr. Patterson provided updates on the district's open houses, teacher professional development that took place on Monday and Tuesday, and the excitement surrounding the first day of school. He also noted the possibility of selecting an alternative August date for next year's board meeting.

Citizens Requesting to Address the Board

Jason Hill

Consent Agenda

The consent agenda consisted of the following items:

- 25-26-8 Minutes
- 25-26-9 Human Resources
- 25-26-10 Bond Financial Report, July
- 25-26-11 JHS Stadium Report, July
- 25-26-12 i-Ready

Motion by M.Acton, supported by C.Simonetti, to approve the consent agenda. Motion carried 7-0 unanimously.

Discussion Items

25-26-13 Playground Update for John R. Lewis and Northeast Elementary

Marcus discussed the playground updates, noting that no equipment will be removed and that additional equipment will be added. Board members expressed interest in seeing pictures of the new equipment.

No action required at this time. A recommendation for approval will be on the September agenda.

25-26-14 MDE EV Bus Grant

Marcus reported that JPS was awarded additional electric buses through a grant. The district plans to purchase one bus for general education and another for special education.

No action required at this time. A recommendation for approval will be on the September agenda.

Action Items

25-26-15 MASB Delegate Assembly

This year the MASB conference will be held in Traverse City, MI. M. Acton and K. Hamilton will attend the conference, Marilyn would like to be the delegate selected for the conference. Cheryl mentioned that she would like more information about training for board members.

Motion by C.Simonetti, supported by A.Sharp, to certify Marilyn Acton as delegate for the 2025 MASB conference as presented. Motion carried unanimously

25-26-16 Superintendent Evaluation Worksheet

During the August 12, 2025 Workshop, the Board discussed Jeremy's goals as superintendent. Jeremy presented his proposed goals to be used for his evaluation in December. A work session will be held in December to conduct the evaluation, followed by Board approval at the December meeting.

Motion by C.Simonetti, supported by A. Sharp to approve the bond proposal as presented. Motion carried (6-1, no D.Dobies)

Board Comments

The Board members were given an opportunity to provide comments.

Calendar

- August 20, 2025 - First day of school for students
- September 16, 2025 - Regular Meeting, JHS Media Center, 6:00 pm

Adjournment

Motion by M.Acton, supported by S. Reddy, to adjourn the meeting at 6:41 pm. Motion carried unanimously.

_____

Cheryl Simonetti, Secretary

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
September 16, 2025

ITEM: 25-26-18 SUBJECT: Human Resources

FOR ACTION: Human Resources

STATEMENT OF THE ISSUE:

New Hires

Kristy Thompson has been hired by the district. She will teach special education at Middle School at Parkside. She received her Master's degree from Marygrove College.

Resignations

Kevin Barkholz has resigned from the district effective September 11, 2025. Kevin was hired in 2016 and taught English at Jackson High School.

Retirement

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
September 16, 2025

ITEM: 25-26-XX SUBJECT: 2018 Bond cost report, August

FOR ACTION: Mr. Marcus Leon

STATEMENT OF THE ISSUE:

The 2018 Bond Financial Report details expenditures through the month of August, 2025

RECOMMENDATION:

The administration recommends approval of the August Bond Financial Report as presented.

Jackson Public Schools

2018 Bond Issue Projects - Overall

For Period Ending 8/31/2025

Contractor	Original Bid	Change Orders	Contract Amount	Payments to date	Balance Owed	Budget	**Over(Under) Budget**	percent allocated
TMP Architecture	4,067,528.00	112,077.51	4,179,605.51	4,179,605.51	-	4,179,605.51	**-**	100.00%
CSM Group - Const Mgr	4,095,128.00	873,481.00	4,968,609.00	4,968,609.00	-	4,968,609.00	**-**	100.00%
Other items / Reimbursables	131,728.10	332.65	132,060.75	132,060.75	-	(811,578.51)	**943,639.26**	-16.27%
Bond Fees/Costs	445,596.87	-	445,596.87	445,596.87	-	774,681.00	**(329,084.13)**	57.52%
Buses	1,970,057.86	-	1,970,057.86	1,970,057.86	-	2,000,000.00	**(29,942.14)**	98.50%
Cascades Elem.	13,908,312.70	461,465.39	14,369,778.09	14,323,358.79	46,419.30	16,794,051.00	**(2,424,272.91)**	85.56%
Dibble Elem.	4,374,664.56	422,619.98	4,869,931.54	4,846,939.84	22,991.70	5,050,118.00	**(180,186.46)**	96.43%
Hunt Elem.	4,394,730.13	(8,093.79)	4,461,679.34	4,423,986.51	37,692.83	4,881,974.00	**(420,294.66)**	91.39%
Hunt Parking Lot	444,215.65	48,505.95	492,721.60	487,410.60	5,311.00	598,406.00	**(105,684.40)**	82.34%
Northeast Elem.	4,207,984.65	(53,619.79)	4,154,364.86	4,143,775.85	10,589.01	4,580,373.00	**(426,008.14)**	90.70%
Lewis Elem.	8,241,180.28	416,915.87	8,876,829.15	8,871,546.96	5,282.19	8,611,501.00	**265,328.15**	103.08%
Sharp Park Elem.	5,941,415.99	526,405.23	6,804,538.22	6,621,985.07	182,553.15	4,518,365.00	**2,286,173.22**	150.60%
Montessori	1,058,237.16	43,405.00	1,126,319.16	1,101,970.65	24,348.51	2,048,140.00	**(921,820.84)**	54.99%
Parkside	9,524,593.31	1,268,296.17	10,792,889.48	10,648,615.58	144,273.90	11,468,141.00	**(675,251.52)**	94.11%
High School	19,265,937.99	756,039.88	20,021,977.87	19,993,294.52	28,683.35	19,643,398.00	**378,579.87**	101.93%
High School Phase 3	3,769,575.88	313,959.06	4,083,534.94	4,022,894.57	60,640.37	4,909,618.75	**(775,565.00)**	83.17%
Total	85,840,887.13	5,181,790.11	91,750,494.24	91,181,708.93	568,785.31	94,215,402.75	**(2,414,389.70)**	97.38%

	Estimated	Actual
Bond Proceeds	86,740,000.00	87,008,281.00
Interest Income	1,504,681.00	5,682,392.16
	88,244,681.00	92,690,673.16

LOCAL CONTRACTS AWARDED $ 24,210,324

*** Local = within 40 miles of Jackson

TOTAL SPEND % 98.37%

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
September 16, 2025

ITEM: 25-26-20 SUBJECT: Playground Equipment ~ JR Lewis & Northeast

FOR DISCUSSION: Marcus Leon

STATEMENT OF THE ISSUE:

Administration recommends adding essential playground equipment at Northeast and John R. Lewis elementary schools, to ensure children of **all abilities** can safely participate- promoting health, social interaction, and **accessible** play. A quote was received in the amount of $127,735.98 to be funded from the 2018 Bond fund, with no impact to the general fund. This item was reviewed at the August 7 Finance/Facilities Committee meeting.

RECOMMENDATION:

The administration recommends that the Board authorize the purchase of new playground equipment. This purchase will be fully funded through the 2018 Bond Fund, with no use of General Fund dollars

GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

07/16/2025
Quote #
108049-01-01

Jackson Public Schools - Lewis Elementary

Jackson Public Schools
Attn: Marcus Leon
1200 S Wisner St
Jackson, MI 49203-2864
United States
marcus.leon@jpsk12.org

Ship to Zip 49203-2864

Quantity	Part #	Description	Unit Price	Amount
402	PIP	GT-Impax - Supply and Installation of Poured in Place Rubber Safety Surfacing	$41.50	$16,683.00
1	INSTALL	Installation - Installation of Game Time Pieces	$5,250.00	$5,250.00
402	Excavation	GT-Impax - Excavation of Pit to a depth of 12"	$3.50	$1,407.00
1	6262	GameTime - Inclusive Whirl - Basic	$16,933.00	$16,933.00
60	Curb	GT-Impax - Supply and Installation of Concrete Containment Curb- 6" Wide x 1' Deep x 60'	$60.00	$3,600.00
Contract: OMNIA #2017001134			**Sub Total**	$43,873.00
			Discount	($507.99)
			Material Surcharge	$575.72
			Freight	$1,808.01
			Total	$45,748.74

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

07/16/2025
Quote #
108049-01-01

Jackson Public Schools - Lewis Elementary

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____
Please make P.O.s out to GameTime C/O Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: $45,748.74

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

Quote prepared by: Jackson Sinclair

GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

07/16/2025
Quote #
108049-01-02

Jackson Public Schools - Northeast Elementary

Jackson Public Schools
Attn: Marcus Leon
1200 S Wisner St
Jackson, MI 49203-2864
United States
marcus.leon@jpsk12.org

Ship to Zip 49203-2864

Quantity	Part #	Description	Unit Price	Amount
550	PIP	GT-Impax - Supply and Installation of Poured in Place Rubber Safety Surfacing	$39.00	$21,450.00
1	INSTALL	Installation - Installation of Game Time Pieces	$13,000.00	$13,000.00
402	Excavation	GT-Impax - Excavation of Pit to a depth of 12"	$3.50	$1,407.00
1	6262	GameTime - Inclusive Whirl - Basic	$16,933.00	$16,933.00
60	Curb	GT-Impax - Supply and Installation of Concrete Containment Curb- 6" Wide x 1' Deep x 60'	$60.00	$3,600.00
1	BFLY-O-IG	Freenotes Harmony Park - Orange Butterfly - (With Inground Mount Kit)	$1,480.00	$1,480.00
1	BFLY-Y-IG	Freenotes Harmony Park - Yellow Butterfly - (With Inground Mount Kit)	$1,417.00	$1,417.00
1	MUSH-MED-IG	Freenotes Harmony Park - TL - Medium Red Mushroom - (With Inground Mount Kit)	$2,659.00	$2,659.00
1	MUSH-SML-IG	Freenotes Harmony Park - TL - Small Red Mushroom - (With Inground Mount Kit)	$2,577.00	$2,577.00
1	TREE-IG	Freenotes Harmony Park - Tenor Tree - (With Inground Mount Kit)	$6,603.00	$6,603.00
1	MUSH-LRG-IG	Freenotes Harmony Park - TL - Large Red Mushroom - (With Inground Mount Kit)	$2,773.00	$2,773.00
1	FWR-T-IG	Freenotes Harmony Park - Turquoise Flower - (With Inground Mount Kit)	$1,552.00	$1,552.00
1	LPAD-G-IG-REC	Freenotes Harmony Park - Lilypad Cymbals (Green Cymbals) - (With Recycled Inground Mount Kit)	$4,233.00	$4,233.00
1	FWR-I-IG	Freenotes Harmony Park - Indigo Flower - (With Inground Mount Kit)	$1,676.00	$1,676.00
Contract: OMNIA #2017001134			**Sub Total**	$81,360.00
			Discount	($1,756.49)
			Material Surcharge	$575.72
			Freight	$1,808.01
			Total	**$81,987.24**

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07/16/2025
Quote #
108049-01-02

Jackson Public Schools - Northeast Elementary

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Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

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GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

07/16/2025
Quote #
108049-01-02

Jackson Public Schools - Northeast Elementary

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____
Please make P.O.s out to GameTime C/O Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: $81,987.24

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

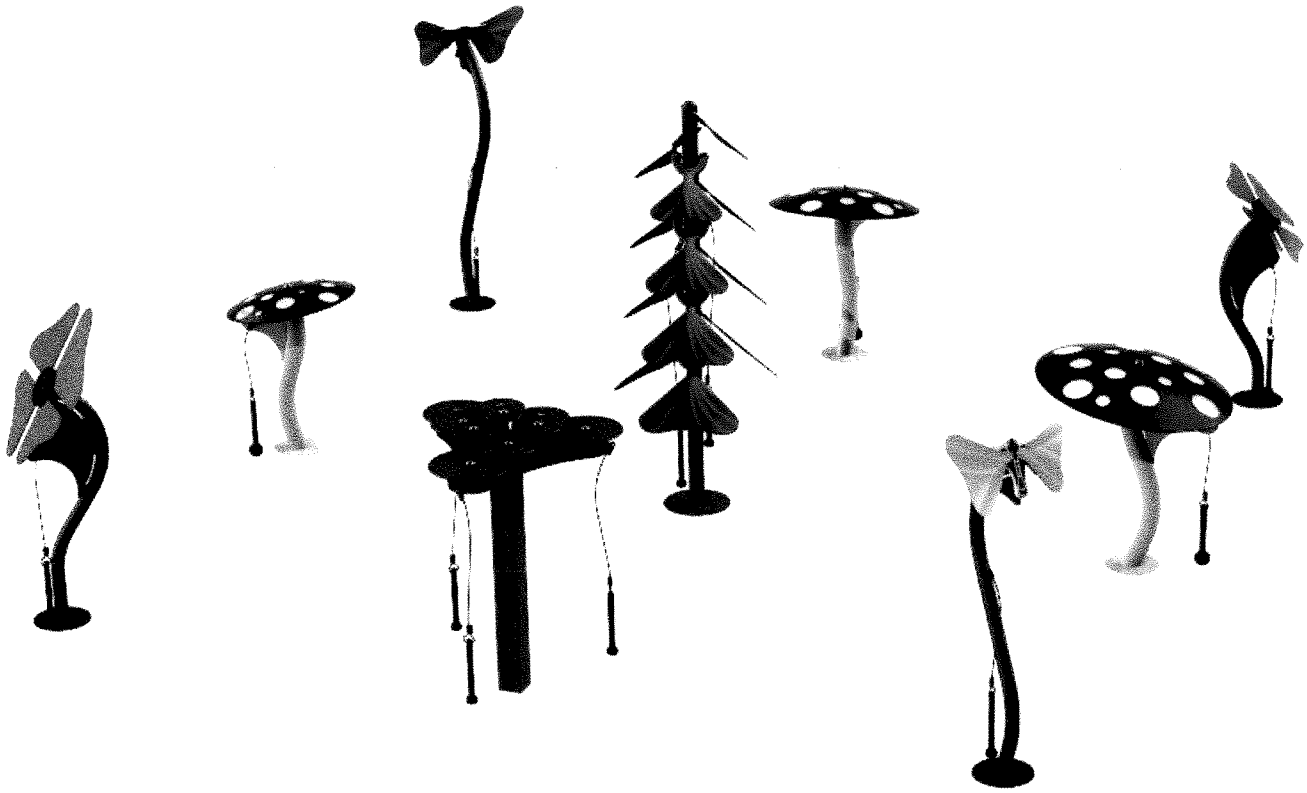
Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

Quote prepared by: Jackson Sinclair



JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
September 16, 2025

ITEM: 25-26-21 SUBJECT: EV Bus

FOR ACTION: Mr. Marcus Leon

STATEMENT OF THE ISSUE:

In October 2024, JPS applied for and was awarded/received a grant from MDE to purchase up to 4 EV buses at a 90% funding level. At the August 7th Finance/Facility meeting, the committee expressed the desire to purchase 2 EV buses. 1 each for general ed and special ed students. Total **potential** cost to the district would be $82,635.70 for both buses. After meeting with Highland Electric, JPS has decided have them procure and manage 2 EV buses to add to the district's fleet. The first year cost is $14,500/bus

RECOMMENDATION:

At this time, Administration recommends the board approve the Transportation Equipment Services Agreement (TESA) with Highland Electric, for a term to expire with the current TESA in place.

Transportation Equipment Services Agreement

This Transportation Equipment Services Agreement ("**Agreement**") is made as of _____, 2025 (the "**Effective Date**") between Jackson Public Schools ("**Customer**") and HEF-P Jackson, LLC ("**Provider**;" each of Customer and Provider, a "**Party**").

1. **Services.** Customer retains Provider to provide Services (defined below) for two (2) Type C electric school buses, one of which is ADA-compliant (the "**SPED Bus**") and the other of which is not ADA-compliant (the "**Spare Bus**;" the SPED Bus and the Spare Bus, each a "**Vehicle**" and together the "**Vehicles**"), as described on **Exhibit A**, together with one dedicated charging station port (a "**Charger**") previously installed at the Premises (defined below) and owned by Provider to be used for the SPED Bus and access to other charging stations (also "**Chargers**") previously installed at the Premises and also owned by Provider for the Spare Bus, together with related infrastructure and equipment previously installed at the Premises and owned by Provider ("**Infrastructure**;" Vehicles, Chargers, and Infrastructure, collectively, the "**System**") by Provider. The System is and will be located at Customer's premises ("**Premises**") identified in the preliminary "**System Site Plan**" attached as **Exhibit B**. The "**Services**" mean:
   a. **Consulting Services:** Planning and incentive support for fleet electrification;
   b. **Procurement Services:** Specification and purchase of Vehicles;
   c. **Installation Services:** not applicable;
   d. **Training Services:** System use training for Customer staff at times mutually agreed by the Parties;
   e. **Charge Management Services:** Charging of Vehicles, payment for charging electricity, and access to Provider's fleet management software platform ("**Platform**") under the Platform License (defined below); and
   f. **Operations Services:** During the vehicle operating period (**VOP**, as defined below), provision of Vehicles for operation by Customer, operation and maintenance of Chargers and Infrastructure, and reimbursement to Customer for Vehicle Repair Work (defined below) performed by Customer consistent with requirements of this Agreement.

2. **Term.** This Agreement will be effective (the effective period, the "**Term**") from the Effective Date through the end of the Initial Term and any Extension Term (such terms, as defined below), subject to earlier termination as provided herein.
   a. "**Initial Term**" means the period beginning the date the System is operational (the "**Operational Date**"), as agreed pursuant to the certificate attached as **Exhibit C** ("**Certificate**"), and ending on the date on which the "Term" under the Transportation Equipment Services Agreement dated June 26, 2023 between Customer and Provider (the "**Prior TESA**") expires, which expiration is anticipated to occur prior to the last day of the **fourteenth (14th)** Contract Year (defined below). Customer will be deemed to have agreed to the Operational Date set forth in a Certificate signed and delivered by Provider unless Customer delivers a written objection notice to Provider no later than 5 days after delivery to Customer of the draft Certificate.
   b. "**Extension Term**" Not applicable.
   c. **Anticipated Operational Date.** The Operational Date will occur in the 2026-2027 school year of the Customer (7/1/2026-6/30/2027) on or before the date that such school year begins ("**Anticipated Operational Date**"), subject to extension for up to one (1) year for events beyond Provider's reasonable control, including utility delay, Force Majeure Events (defined below), and System original equipment manufacturer ("**OEM**") delay.
   d. **"VOP"** means: (i) the periods on any day Customer's school operations are in regular or summer session when Vehicles are operated on "**Designated Routes**" (defined below), excluding (A) at least 3 hours midday, and (B) either 6 hours at the start and end of a day or 12 hours between days; and (ii) Planned Excursions (defined below).

3. **Provider Performance Guarantees.**
   a. "**Route Readiness Guarantee**": Provider guarantees that the entire System (including Infrastructure, Chargers, and Vehicles) and the Platform will be functioning effectively so that the SPED bus is charged sufficiently its first Designated Route (defined below) on each day of the VOP, excluding events beyond Provider's reasonable control (such as Vehicle recall) and subject to Permitted Exclusions and Customer notice. Upon discovery of a System issue, including a Route Readiness Guarantee claim, Customer shall deliver notice to Provider identifying the System issue with reasonable detail. If Provider does not remedy a System issue that triggers the Route Readiness Guarantee within 72 hours of receiving a Customer notice, Provider will pay or provide to Customer a "**Downtime Credit**" equal to **$100.00**/day for each day in the VOP that the Route Readiness Guarantee is not satisfied for a Vehicle.
   b. "**Service Promise**": Provider will (i) for each identified issue with the System noticed by Customer, provide a remote response on the same days as notice delivery or the next business day for notices received after 5:00 pm (ET), (ii) manage and oversee enforcement of Vehicle manufacturer and dealer warranties and work with Customer to coordinate Vehicle repairs, including implementing reporting and other processes with Customer to support timely repairs (including weekly status reports where applicable for major repairs), and (iii) implement periodic (at least semi-annual) Customer surveys and System operations reviews.

c. "**Permitted Exclusions**" mean (i) grid outages, blackouts, telecommunications or Internet outage or unavailability, and similar events, (ii) Customer acts or omissions (including Customer failure to properly plug a Vehicle into an in-service Charger port; failure to adhere to Designated Routes; facility or parking area construction requiring shut off; Vehicle accidents, theft, or vandalism; failure to provide reasonable access to Vehicles), (iii) Force Majeure Events; and (iv) scheduled preventive maintenance and testing (not to exceed 40 hours per Contract Year).

d. **Limitation**. The total amount of Downtime Credits that may accrue and be payable for any Contract Year are capped at ten percent (10%) of the aggregate Base Service Fee paid for that Contract Year. If, but for this cap, the accrued Downtime Credits would exceed such 10% threshold, then a Provider Default Event (defined below) would occur.

4. **Base Service Fee.** In consideration of the Services, on the Operational Date and each anniversary of the Operational Date during the Term, Customer will pay to Provider, an annual fee per Vehicle equal to **$14,500.00/Vehicle/Contract Year** ("**Base Service Fee")**, which amount will increase by the Escalator (defined below) for each Contract Year after the first Contract Year. The "**Escalator**" means an annual rate of **3%**, but if the Consumer Price Index ("**CPI")**, for the region including the Premises changes over a Contract Year by more than 6%, up or down, then the Escalator for the ensuing Contract Year (only) will be adjusted up or down by such annual percentage increase or decrease in the CPI *minus* 6%. Also, if electric utility rates for electricity provided to the Premises increase by more than twenty-five percent (25%) over any period of 5 consecutive Contract-Years in the Term, then the Escalator for the ensuing periods of 5 years (or fewer as applicable) in the Term will be increased by the change in the electricity rates over the 5-year measurement period multiplied by 1/3.

5. **Incentives and Tax Credits.** Provider is entitled to the benefit of, and will retain all ownership interests in Tax Attributes and Incentives, including Existing Incentives, where:
   a. "**Incentive**" means (i) a payment (such as a rebate or grant, but excluding any "make ready" funding") paid by a utility, regional grid operator, or governmental authority based in whole or in part on the cost, size, or operation of the System or any portion thereof, (ii) "make ready" or similar interconnection related funding, payment, or rebate provided by a utility with respect to the System or its interconnection or operation, and (iii) a performance-based credit or payment, based on the production, operation, or capacity of the System or any portion thereof;
   b. "**Tax Attribute**" means (i) any federal or state investment tax credit, production tax credit, or similar tax credit, grant, or benefit, including those credits (or direct pay benefits) under Section 30C and Section 45W of the federal tax code, or other tax benefits under federal, state, or local law with respect to the upfront costs or operation of the System, and (ii) depreciation including any bonus or accelerated depreciation with respect to the System; and
   c. "**Existing Incentive**" means each of the following:
      i. Michigan Department of Education (MDE) and other Michigan Departments 74(b) Clean Bus Energy Grant equal to **$743,721.30** total, composed of **$385,429.50** for the SPED Bus, plus **$358,291.80** for the Spare Bus.
      ii. Incentive Tax Credits equal to $40,000/Vehicle under Section 45W of the Inflation Reduction Act of 2022; and
      iii. Depreciation of the System.

   Each Party will comply with the Incentive requirements set forth on **Exhibit D.**

6. **Platform License; Intellectual Property**.
   a. **Intellectual Property**. As between Provider and Customer, Provider retains and reserves all right, title, and interest in and to the Platform. No rights are granted to Customer in the Platform hereunder except as expressly set forth in this Agreement.
   b. **Grant of License in Platform**. Provider hereby grants to Customer a royalty-free, non-assignable, non-transferable, and non-exclusive license ("**Platform License**") for Customer's personnel, commencing the Operational Date and for the balance the Term, to access and use the Platform to perform its transportation operations.
   c. **Data**. Data regarding the operational state of and performance of System and Vehicle shall be the property of Provider. However, data specific to any Vehicle may only be published by Provider on an anonymized basis. Data regarding use of any Vehicle shall be made available to Customer, and is hereby licensed to, Customer to on a non-exclusive, worldwide, royalty-free basis, and may be used by Customer for its transportation operations. Data collected by any cameras installed on any Vehicle ("**Customer Content**") shall be the property of Customer; provided that, at the request of Provider, and subject to applicable law, Customer may provide access to Customer Content to Provider.
   d. **Use Limitations.** Customer shall not, and shall not permit any users accessing the Platform by, for, or through, Customer to: (i) copy, modify, or create derivative works of the Platform; (ii) sell, license, sublicense, assign, or

otherwise transfer the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code or algorithms of the Platform; (iv) circumvent security measures in the Platform; or (v) remove any proprietary notices from the Platform.

7. **Vehicle and System Operation**.

a. Operations Covenants. Commencing the Operational Date for a Vehicle and throughout the balance of the Term, Customer will:

i. operate each Vehicle only on its Designated Routes during the VOP and for Planned Excursions; (B) as necessary to perform Repair Work; and (C) consistent with Prudent Vehicle Practices (defined below);

ii. not directly or indirectly, modify, repair, move, or otherwise tamper with the Vehicle in any manner, except as necessary to perform Repair Work consistent with this Agreement;

iii. be responsible for (A) ensuring that appropriately trained Customer employees properly plug and unplug the SPED Bus from its dedicated Charger when not in use by Customer during the VOP; (B) plugging the Spare Bus into available Chargers consistent with charging protocols agreed by Customer and Provider from time to time throughout the Term; and (C) restricting access of third parties, passengers, and other unauthorized personnel to the System, except as contemplated by this Agreement;

iv. at its own expense (subject to Provider reimbursement obligations for Vehicle Repair Work and consistent with Provider reasonable requests), keep each Vehicle properly registered and licensed in Customer's name;

v. at its own expense, keep each Vehicle insured in accordance with applicable law and this Agreement;

vi. ensure the Vehicle is driven only by properly licensed and trained personnel (each, a "**Driver**");

vii. be responsible for the safe loading, supervision, and transportation of passengers with respect to Vehicles;

viii. not operate the Vehicles beyond the Annual Mileage Allowance (defined on **Exhibit E**) in any Contract Year;

ix. not operate a Vehicle on a route that extends more than **60** miles away from the Premises in any direction, unless Customer and Provider have agreed in advance on how the Vehicles will be charged during such operation so that the state of charge on the Vehicle is never below 10%;

x. use reasonable efforts, in collaboration with Provider, to support charge management, including moving a Vehicle to plug into an in-service Charger port, including a redundant charging station port;

xi. not transfer, sublease, or assign the Vehicle, or permit any person, except Drivers or Provider- or OEM-authorized agents in connection with Repair Work, to drive the Vehicles.

Except for Customer's operation of the Vehicles and use of and access to the System in accordance with the above operating parameters, Provider shall have charge over, and control of, the System.

b. **Time of Use Fee**. Customer will pay Provider a "**Time of Use Fee**" equal to **$3.00**/hour for each hour outside of the VOP that Customer or its agent fails to plug the SPED Bus into its dedicated Charger.

c. **Excess Mileage Fee.** Subject to **Exhibit E,** Customer will pay Provider an "**Excess Mileage Fee**" equal to **$50.00**/mile for each mile the Vehicles are operated in excess of 2x the Annual Mileage Allowance over a period of 2 consecutive Contract Years. To avoid Excess Mileage Fees, Customer will adjust Vehicle routes year-over-year so that the average annual mileage of the Vehicles measured over two consecutive Contract Years does not exceed the Annual Mileage Allowance.

d. **Route Planning**. Prior to the Anticipated Operational Date, and prior to each anniversary of the Operational Date, the Provider and Customer will meet to determine the regular routes and schedule for each Vehicle within the VOP (each a "**Designated Route**") based on which Customer will operate the Vehicle during the ensuing Contract Year. Customer will follow Provider's reasonable route-planning guidance to ensure the safe operation of the Vehicles. Subject to the foregoing, by 48 hours' advance written notice to Provider, Customer may update the Designated Route for a Vehicle.

e. A "**Planned Excursion**" means operation of a Vehicle by Customer other than to serve a Designated Route for such Vehicle that (i) is a single trip out and back to the Premises; (ii) is for transportation of passengers and Customer personnel for extraordinary activities; (iii) Customer provides Provider with at least 48 hours' advance written notice of such planned Vehicle use, identifying total anticipated mileage, time of day, and day of week details; and (iv) both the timing and mileage of the proposed trip allow for charging the Vehicle for its Designated Routes.

f. "**Prudent Vehicle Practices**" means those practices and processes in connection with Vehicle charging, operation, and repair that: (i) are consistent with electric vehicle industry and school bus industry best practices, (ii) comply with applicable OEM recommendations and requirements; (iii) conform to the requirements necessary to preserve the OEM Vehicle warranty; and (iv) comply with all applicable federal, state, and local laws and requirements.

g. Provider Use of the System. Subject in all cases to its obligations to provide the Services to Customer, including to make the Vehicles available during the VOP, including for Planned Excursions, Provider may use the System to participate in, among other things, utility demand response and vehicle-to-grid dispatch programs, ISO-level

frequency regulation and other wholesale market dispatch, and grid services activities, at its sole discretion ("**Grid Services**"). Throughout the Term, the Provider shall have access to the Platform and, without limitation, will use the Platform to access and analyze Vehicle and Charger operational data, Vehicle state of charge, faults, maintenance status, Vehicle location (GPS), Vehicle speed, and Charger electricity use. Provider has the right: (i) to install at the Premises or on any System component, use, operate, repair, replace, and remove equipment (collectively, "**Provider Equipment**") that may be included as part of, that is related to, or that may serve any Vehicle or any other component of the System; and (ii) to install at the Premises or on or within a Vehicle or other System component, use, operate, maintain, repair, replace, and remove any storage container, vault, or other facility (each, a "**Storage Facility**") that may be used to store Provider equipment, tools, or materials used or useful in providing Services or for electric vehicle, charger, or related parts, infrastructure components or material. The Provider Equipment and any Storage Facility may also be referred to collectively as "**Provider Facilities**." The Provider's rights with respect to Provider Facilities are expressly conditioned on the use, operation, maintenance, repair, replacement, or removal thereof: (1) complying with applicable law and, as applicable, Prudent Vehicle Practices, and (2) supporting and not interfering with, or inhibiting, the provision of Services and the use of the System by the Customer contemplated by this Agreement. Provider is permitted by this provision to install, operate, repair, replace, and remove from any Vehicle, enhanced telematics, air quality monitors, and Wi-Fi hotspots. Provider shall own and shall bear all risk of loss (excluding Customer-caused damage) and benefit from Provider Facilities and shall maintain Provider Facilities in good condition, reasonable wear and tear excepted. To the extent Provider removes the System from the Premises at the end of the Term or otherwise, unless otherwise agreed by Customer, Provider also shall remove all Provider Facilities from the Premises.

8. Maintenance.

a. **System Maintenance Generally**. Provider is responsible for all operation and maintenance, and related costs, for the Infrastructure and Chargers. Subject to Provider's reimbursement obligations for Repair Work described in this **Section 8**, Customer is responsible for all inspection, maintenance, and repair of the Vehicles in accordance with this Agreement.

b. **Vehicle Maintenance and Reimbursement**.

i. *Reimbursable Repair Work*. Subject to Provider's reimbursement obligations, Customer shall perform, permit Provider to perform, or cause a qualified vehicle service provider to perform, all inspections, maintenance, and repairs of each Vehicle consistent with the requirements of this Agreement. Customer shall be responsible for ensuring that all inspections and inspections required by the applicable OEM and by applicable law, and minor maintenance related to and typically included as part of such inspections ("**Inspections and Minor Maintenance**") are performed. The labor cost of such Inspections and Minor Maintenance shall be reimbursed by Provider in a set annual amount for each Vehicle equal to **$500.00** per Contract Year which amount shall be credited against the Base Service Fee for each Vehicle. All required Vehicle work not included above as Inspection and Minor Maintenance shall constitute "**Repair Work**"; further, for purposes of this Agreement, Inspections and Minor Maintenance shall be a subset of Repair Work such that, other than the mechanism and value for reimbursement, references to Repair Work herein shall incorporate Inspections and Minor Maintenance. Customer shall self-perform all Repair Work, except those Repair Work items that Customer personnel are not qualified to perform or that require service at a third-party facility. Repair Work shall be performed in accordance with applicable Prudent Vehicle Practices. For the avoidance of doubt, Customer assumes all responsibility for the operation of each Vehicle before, during and after any Repair Work for such Vehicle. Based on timely completion of monthly Repair Work reporting by Customer, Provider shall reimburse Customer for Repair Work and parts performed by, or paid for by, Customer as follows: at a rate of **$35.00/hour** for each labor hour of Repair Work, whether performed by Customer personnel or outside personnel subject to any SRT (defined below), and reimbursement for parts required to perform Repair Work at Customer's reasonable cost. Provider's reimbursement for a part required to perform Repair Work shall not exceed the cost of the applicable part published by the applicable OEM at the time of service.

ii. *Standard Repair Time.* From time to time during the Term, Provider may deliver to Customer a written listing of standard repair times ("**SRT**") for standard Repair Work based on OEM recommendations, Prudent Vehicle Practices, or Provider's demonstrated experience with such repairs, and Customer shall use reasonable efforts to perform Repair Work consistent with the applicable SRT. Provider shall have no obligation to reimburse Customer for Repair Work in excess of the applicable SRT.

iii. *OEM Warranty*. If any OEM Vehicle warranty ("**OEM Warranty**") applies to or would cover any Repair Work subject to reimbursement under this Agreement, then to the extent necessary in Provider's discretion, Provider may enforce rights under the applicable OEM Warranty for the purpose of securing OEM coverage of the

applicable Repair Work under such OEM Warranty. Provider shall have the sole right to pursue any claims under OEM Warranties and such other warranties as may apply to the Vehicles. To the extent any Repair Work is covered by an OEM Warranty, Customer shall perform or shall cause to be performed, such Repair Work consistent with the requirements applicable to the relevant OEM Warranty and Customer shall be responsible for any Customer acts or failures that cause an OEM Warranty to be violated or not timely fulfilled. To the extent an OEM pays for Repair Work, including parts, under an OEM Warranty, including through paying or reimbursing Customer for such Repair Work or by paying a third-party service provider for the Repair Work, then Provider shall have no obligation to reimburse the Customer for such Repair Work.

iv. *Towing*. To the extent that, other than due to Customer-caused damage, as required by Prudent Vehicle Practices, any Vehicle must be towed to the Premises or to the location of a third-party Vehicle repair service provider, if the Customer is not capable (under Prudent Vehicle Practices) to perform the required repairs, then Provider shall pay for, or shall reimburse Customer for, the cost of such tow, up to a maximum amount per tow equal to **$400.00** ("**Towing Cap**"). Customer shall be responsible for arranging and paying for any Vehicle tow due to Customer-caused damage or Customer's failure to operate a Vehicle or other System component as required by this Agreement.

v. *Inspections*. Each Contract Year during the Term, as part of its obligation to perform Repair Work for Vehicles, Customer shall submit each Vehicle for Inspections (defined below) and shall perform preventative maintenance and repairs on such Vehicle in accordance with Prudent Vehicle Practices and as otherwise may be required to enable such Vehicle to successfully pass or satisfy all applicable Inspection criteria. Upon satisfactorily passing any Inspection, Customer will deliver to Provider documentary proof thereof. The SRT for annual preventative Repair Work and Inspections generally should not exceed fifteen (15) hours. "**Inspections**" means such inspections required by Prudent Vehicle Practices to maintain Vehicle operability.

vi. *Reporting.* No later than the fifteenth day of any calendar month after the Operational Date, Customer will deliver to Provider a written report, in form mutually agreed by Customer and Provider, detailing the Repair Work performed by or at the request of Customer for which Customer seeks reimbursement under this Agreement or for Customer-Caused Repairs (defined below), including the nature or cause of the Repair Work, the date(s) the Repair Work was performed, the number of labor hours expended on such Repair Work, the person(s) performing the Repair Work, the parts procured and used to perform the Repair Work, and the documented cost of such parts. Customer will provide Provider access to maintenance records, labor time, and required parts receipts and specifications for each Vehicle and will collaborate with Provider as to the timing, location, and substance of Repair Work.

vii. *Customer-Caused Repairs*. Customer shall bear the cost of any service, inspection, or repairs for a Vehicle (collectively, "**Customer-Caused Repairs**") resulting from (i) damage to a Vehicle or the System caused by Customer, its agents, employees, contractors, Drivers, or passengers, (ii) Customer's use of the any Vehicle, or any other action or inaction of the Customer, that voids the OEM Warranty for such Vehicle or is outside of the Prudent Vehicle Practices, or (iii) Customer's failure to timely perform or cause to be timely performed any Repair Work. Provider shall have no obligation to reimburse Customer for Customer-Caused Repairs. Further, Provider may delay reimbursement of any Repair Work until all relevant data, including OEM Warranty data and clarification as to whether the work covered by the report is a Customer-Caused Repair, is provided by Customer.

viii. *Provider Support*. *Parts and Warranty Management Strategy*. Provider shall advise Customer regarding broader electric fleet management, maintenance, and repair strategy, and coordinate maintenance, repair, and related service escalations with Customer's third-party servicers, including facilitating OEM warranty enforcement.

ix. *Prior TESA*: The Parties entered into that certain Transportation Equipment Services Agreement (the "**Prior TESA**") dated June 26, 2026. The Parties intend that Repair Work and reimbursement for Repair Work under this Agreement shall be handled in the same manner as under the Prior TESA; to the extent of any inconsistency between this Agreement and the Prior TESA, the Prior TESA will control reimbursement for Repair Work under this Agreement.

9. System Site Plan; Premises.

a. System Site Plan. Provider may propose adjustments to the design, equipment, or layout of the System at the Premises or any on-site installation schedule so that the preliminary System Site Plan attached as **Exhibit B** is no longer materially accurate. Prior to implementing any such change, Provider shall deliver to Customer an updated plan for the System at the Premises. Customer shall have ten (10) days after receipt of any design update to (i) approve or disapprove such updated design and (ii) notify Provider of any site conditions or technical, electrical, or structural impediments known to Customer which could reasonably be anticipated to prevent, delay or add cost to the System installation. Customer's failure to respond within such ten (10) day period shall be deemed approval of

such updated System design. If Customer disapproves an updated design of the System at the Premises, Provider shall use commercially reasonable efforts to modify the design and resubmit it for Customer's approval. Any updated System design at the Premises that is agreed by Customer and Provider shall be deemed the "**System Site Plan**" hereunder and shall replace and supersede any prior System Site Plan. If any design modifications requested by Customer render the System or any component thereof non-viable or require additional expense by Provider, in Provider 's reasonable judgment, Provider may terminate this Agreement by providing thirty (30) days' prior written notice to Customer, in which case neither Party shall be liable for any damages in connection with such termination. Provider may, at its discretion, upon written notice to Customer, swap any System component for a functionally equivalent System component and may add additional Chargers and Infrastructure at the Premises within the area(s) on the System Site Plan designated for stationary System equipment, at no additional cost to Customer. Provider shall have no obligation to obtain Customer approval of immaterial changes to the System Site Plan; provided, that, within thirty (30) days after completion of all Installation Services, Provider will deliver to Customer a final, as-built System Site Plan, reflecting the as-installed System with all such immaterial changes.

b. Conditions Precedent. If any Condition Precedent (defined below) is not timely satisfied, then, for thirty (30) days following written notice from Provider to Customer delivered within sixty (60) days after the failure of such Condition Precedent, the Parties shall attempt to negotiate an adjustment to the Base Service Fee applicable as of the Operational Date or, if later, applicable as of the date such Condition Precedent is not satisfied. After such thirty (30) day negotiation period, either Party that participates in such negotiations in good faith may terminate this Agreement by providing ten (10) days' prior written notice to the other Party, provided that this Agreement shall not terminate if, prior to the expiration of such 10-day period, the Provider withdraws its negotiation request in writing. Neither Party shall be liable for any damages in connection with such termination. The following conditions (each a "**Condition Precedent**") shall be satisfied:

i. Provider shall have no obligation to provide a payment or performance bond or pay prevailing wages;

ii. Each permit, license, approval, authorization, service agreement, or similar permission or agreement (each, an "**Approval**") from a federal, state, or local government authority, agency, department, commission, board, instrumentality, official, court, or tribunal that has jurisdiction (a "**Governmental Authority**") or utility that is required pursuant to applicable law, applicable code (including building, electrical, or similar), or in the reasonable judgment of the Provider to install, interconnect, start-up, or operate the System at the Premises shall have been secured for the System, on a timely basis and without any condition or requirement that a change should be made to the System or the System Site Plan attached as **Exhibit B**;

iii. All applicable Existing Incentives for the System shall have been timely secured and received by Provider; and

iv. Customer has not provided inaccurate or incomplete information concerning the Premises or made requests for changes to the System, its location, or related facilities on the Premises that, in either case, increase the cost to Provider to perform Installation Services or extend the schedule for performance of Installation Services.

c. Access Rights. Customer represents and warrants that, as of the Effective Date, Customer occupies, uses, and controls the Premises (through fee title ownership, easement rights, lease, or similar) and Customer represents that, throughout the Term, Customer will control, use, and occupy the Premises in substantially the same manner as Customer's use and occupancy as of the Effective Date. Customer, as owner of the Premises, or with full permission from the owner of the Premises (the "**Landowner**"), if other than Customer, hereby grants to Provider and to Provider's agents, employees, contractors, subcontractors, and the utility serving the Premises a non-exclusive, royalty free, license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across such Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of the Term (the "**License Term**"), for the purposes of performing the Services and all of Provider's obligations and enforcing all of Provider's rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement, including performing due diligence of the Premises. In addition, Customer, as the owner of the Premises, or with full permission from the Landowner, hereby grants to Provider an exclusive, sub-licensable license running with the Premises during the License Term (the "**Exclusive License**," and together with the Non-Exclusive License, the "**Licenses**") for the sole purposes of installation, operation, use, repair, and removal of the Vehicles, Chargers, Infrastructure, and any Provider Facilities on the Premises. To the extent Customer does not own the Premises, Customer will use commercially reasonable efforts to secure from the Landowner of such Premises, written consent to the Licenses and contemplated uses associated with the Licenses prior to the initiation of Installation Services at the Premises. In connection with the access rights under the Licenses, and to ensure prompt performance of repairs, emergency response, and to mitigate risk of property losses associated with the System, Customer shall provide to Provider and its agents 24/7 access to the Premises (including provision of keys or gate pass codes).

d. End of Term; Removal. The Parties agree to meet at least one (1) year prior the end of the Initial Term or, as

applicable, the Extension Term or as soon as practicable upon the earlier termination of this Agreement in order to discuss the use of the components of the System in connection with Customer's future transit plans. Customer will endeavor to use such System components in connection with any future electrical vehicle operations, to the extent practicable and upon agreement to a reasonable purchase or lease arrangement with Provider, but in no event shall Customer or Provider be obligated to enter into any such arrangement. Unless such arrangement is entered into, during the 90-day period following the last day of the Initial Term or, as applicable, the Extension Term, (i) Customer shall take all such action as reasonably necessary to repair, clean, and restore the Vehicles included in the System consistent with Prudent Vehicle Practices so that such Vehicles are fully operational and in a good state of repair, reasonable wear and tear excepted; and (ii) Provider shall, at its expense and in a reasonably diligent manner, (A) decommission and remove from the Premises all above-ground property comprising the System and Provider Facilities, and (B) return to substantially original condition (excluding ordinary wear and tear) any portion of the Premises that was impacted by the above-ground components of the System or any Provider Facilities and System decommissioning. Customer must provide access, space, and cooperation as reasonably necessary to facilitate System decommissioning and any removal of the above-ground components of the System or any Provider Facilities. If Provider fails to remove or commence substantial efforts to remove the Chargers, Infrastructure, and any Provider Facilities as required by this provision, Customer may, at its option, remove such Chargers, Infrastructure, and Provider Facilities to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's cost.

e. **Environmental**. Customer represents that there are no Hazardous Substances (defined below) present on, in or under the Premises in violation of any applicable law. Customer shall not introduce, store, discharge, manage or use any Hazardous Substances on, in or under the Premises in violation of any applicable laws, legal requirements, or Provider's maintenance obligations. In the event of the discovery of Hazardous Substances on, in or under the Premises, Customer shall comply with all applicable laws relating thereto. In no event shall Provider be responsible for Hazardous Substances on or migrating from the Premises arising from or related to acts or omissions that were not caused by Provider. The provisions of this **Section 9(e)** shall survive the termination or expiration of this Agreement. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste, or substance (a) that now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under laws pertaining to environment, health, safety or welfare, (b) that is declared to be hazardous, toxic, or polluting by a Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by a Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by a Governmental Authority, or (e) for which remediation or cleanup is required by a Governmental Authority.

10. Ownership and Risk of Loss. As between Provider and Customer, Provider (including, for this purpose, a Provider affiliate or Financing Party (defined below)) shall be the legal and beneficial owner of the System, and the System will remain the personal property of Provider (or its affiliate or Financing Party) and no part of the System will attach to or be deemed a part of, or fixture to, the Premises. Risk of loss of the System, including the Vehicles (only while parked), Chargers, and Infrastructure shall be borne by Provider. Customer shall own and bear risk of loss and liability associated with cameras installed on the Vehicles (if provided on **Exhibit A**) and shall bear risk of loss associated with driving of the Vehicles by Customer, including for acts or failures of its Drivers or others under control of Customer, and for passengers.

11. Insurance. During the Term, the Parties shall comply with the insurance provisions below.

a. **Insurance – Customer.** Customer shall maintain or ensure the following is maintained (i) commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 general aggregate; (ii) automobile liability insurance and physical damage covering all Vehicles with coverage of at least $1,000,000 combined single limit per occurrence and $2,000,000 general aggregate, including collision coverage on a replacement cost basis; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability and automobile policies with limits of at least $5,000,000 per occurrence; (iv) employer's liability insurance with coverage of at least $1,000,000; and (v) workers' compensation insurance as required by law. Provider, its parent, its subsidiaries, and its affiliates shall be named as a loss payee on Customer's property insurance policy and as additional insureds on all other insurance required by this **Section 11**, other than employer liability and workers compensation insurance. Each of the foregoing Customer insurance policies shall

include a waiver of subrogation in favor of Provider, its parent, its subsidiaries, and its affiliates and the coverage under each Customer policy shall be "primary coverage" for the protection of Customer and Provider, as additional insured or loss payee, notwithstanding any other coverage carried by Customer or Provider protecting against similar risks.. Customer shall assure that each Driver is covered under the Customer's liability and employer/ workers compensation insurance policies. If the minimum financial responsibility applicable to Customer as operator of the Vehicles, whether imposed by applicable law or by Governmental Authority, exceeds the Customer insurance minimums in this Agreement, Customer must obtain and maintain the insurance at such higher, required levels.

b. **Insurance – Provider.** Provider shall maintain (or have maintained on its behalf) the following insurance policies, covering the activities of Provider under this Agreement: (i) property insurance for the Vehicles while parked (i.e. comprehensive auto coverage), the Infrastructure, and the Chargers; (ii) commercial general liability insurance with coverage of at least $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of at least $5,000,000 per occurrence and annual aggregate; (iv) employer's liability insurance with coverage of at least $1,000,000; and (v) workers' compensation insurance as required by law. Provider's insurance will not be called upon to respond to or cover Customer's negligence or willful misconduct.

c. **Additional Requirements of Customer and Provider.** Customer, its Drivers, and its agents will cooperate with Provider and any of Customer's or Provider's insurance carriers in the investigation, defense, and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or any action is commenced for death, personal injury, or property damage resulting from the ownership, maintenance, use or operation of any Vehicle; each Party will promptly notify the other Party of such action or claim and will forward to the other Party a copy of every demand, notice, summons, or other process received.

d. **Damage to or Destruction of System.** Customer shall notify Provider immediately of any insurable claims (e.g., damage, destruction) affecting the System of which Customer becomes aware. If the System is substantially damaged or destroyed, other than due to a Default Event (defined below) by Provider, Provider will have the right, exercisable upon written notice to Customer, to terminate this Agreement or to repair and restore the System and, if applicable, receive from Customer the proceeds of any insurance maintained by Customer that cover the loss relating to such System damage or destruction. Subject to the preceding sentence, insurance proceeds shall be applied to prompt repair, restoration, or replacement of the applicable System components. If Provider elects to repair and restore the System, the Parties will work in good faith to promptly agree on a scope of work and schedule for repair and restoration work and, as applicable, and adjustments to the Term and Base Service Fee. Each Party shall be responsible for any insurance deductibles, except in the case of claims resulting from the other Party's negligence or breach of this Agreement, in which case such other Party shall be responsible for payment of the insured Party's deductible for any responding insurance. In the event such proceeds are insufficient to accomplish such repair, restoration or replacement due to Customer's failure to comply with the terms of the applicable insurance policies or with this Agreement, Customer shall be financially responsible for any additional funds required to complete the necessary work.

12. Default, Remedies and Damages.

a. **Default**. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**," the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":

i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");

ii. failure of a Party to perform any material obligation under this Agreement or other provision of this Agreement not addressed elsewhere in this **Section 12** within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed one hundred eighty (180) days;

iii. any representation or warranty given by a Party under this Agreement, was incorrect in any material respect when made and is not cured within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other

similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or

v. in the case of Customer as the Defaulting Party only, Customer (A) loses its rights to access, operate, maintain, repair, or otherwise use any Vehicle under this Agreement whether at the Premises or otherwise, (B) loses its rights to access, use, occupy, and enjoy the Premises; or (C) prevents Provider from performing any material obligation under this Agreement with respect to this Agreement unless such action by Customer (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Provider.

b. **Remedies**.

i. Upon the occurrence and during the continuation of a Default Event by Customer, including a Payment Default, Provider may suspend performance of its obligations under this Agreement until the earlier to occur of (A) the date that Customer cures the Default Event in full, or (B) termination of this Agreement. Provider's rights under this **Section 12(b)** are in addition to any other remedies available to it under this Agreement, at law, or in equity.

ii. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days' prior written notice to the Defaulting Party.

iii. Upon a termination of this Agreement due to a Default Event by Customer, Customer shall pay to Provider, as a reasonable estimate of Provider's damages, and not as a penalty, a termination payment in accordance with **Exhibit A**. In addition, upon termination of this Agreement due to a Default Event, and subject to **Section 13**, the Non-Defaulting Party may exercise any other remedy available at law or equity or under this Agreement, including recovery of all reasonably foreseeable damages.

13. Hold Harmless and Limitations of Liability.

a. **General**. Each Party (the "**Covering Party**") shall defend, and hold harmless the other Party, its affiliates, and their respective officers, agents and employees (collectively, the "**Covered Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any Claim (as defined below) relating to a breach by the Covering Party of its obligations under this Agreement, or injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covering Party (or its contractors, agents, or employees) in connection with this Agreement; provided, that nothing herein will require the Covering Party to cover the Covered Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covered Party.

b. **Notice and Participation in Third Party Claims**. The Covered Party shall give the Covering Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Covering Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Covering Party and reasonably satisfactory to the Covered Party. The Covered Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Covering Party. The Covering Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Covered Party may also, at the sole cost and expense of the Covering Party, assume the defense of any Claim if the Covering Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this **Section 13** unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Covering Party has no liability under this **Section 13** for any Claim for which such notice is not provided if the failure to give notice prejudices the Covering Party.

c. **Limitations of Liability**.

i. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this **Section 13**, neither Party nor its directors, officers, shareholders, partners, members, managers, agents, employees, subcontractors, or suppliers will be liable for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with, this Agreement; provided, that the foregoing limitations shall not apply to: (a) liabilities arising from fraud, gross negligence, or willful misconduct by a Party; or (b) losses and liabilities arising with respect to the clawback or recapture of any Incentive awards which, for the avoidance of doubt, shall constitute direct damages under this Agreement. Any amount incurred by Provider upon Default Event by Customer to prepay any debt incurred by Provider to finance any Vehicle or other System asset pursuant to this Agreement shall be Provider's direct damages.

ii. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this **Section 13**, Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance hereof cannot exceed the payments made by Customer to Provider in the immediate two (2) years during the Term prior to the related Claim. The provisions of this **Section 13** will apply whether such liability arises in contract, tort, strict liability, or otherwise.

d. **EXCLUSIVE REMEDIES**. TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, AND SUCH REMEDIES ARE EXPRESSLY STATED TO BE EXCLUSIVE REMEDIES, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

e. **Comparative Negligence**. Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

14. Force Majeure. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of Provider to provide Services to Customer, the Term will be extended by a day for each day delivery is suspended due to the Force Majeure Event. A "**Force Majeure Event**" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the claiming Party which prevents or precludes the performance by the claiming Party of its obligations under this Agreement (other than payment) and which, subject to the foregoing, may include an event or circumstance due to: an act of god; war (declared or undeclared); sabotage; cyberattack attack; piracy; civil unrest or disturbance; fire; earthquake; abnormal weather condition or actions of the elements; epidemic or pandemic; animals; the failure to act on the part of any Governmental Authority (including, without limitation, delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid and material delays in utility work associated with interconnecting to the grid and distribution of electricity to and from the applicable Premises; and failure or unavailability of equipment or supplies outside of Provider's control or due to a Force Majeure Event.

15. Assignment and Financing.

a. **Assignment**.

i. Subject to the remainder of this **Section 15(a)**, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Customer may not withhold consent to an assignment proposed by Provider where the proposed assignee, itself or in conjunction with its affiliates and contractors, has the financial capability necessary to meet Provider's obligations under this Agreement, provided that the proposed assignee shall not be required to have financial capability or experience greater than that of Provider immediately prior to such assignment.

ii. Notwithstanding **Section 15(a)(i),** Provider may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in **Section 15(b)**), (B) any entity through which Provider is obtaining financing from a Financing Party, (C) any affiliate of Provider, including any related titling trust, or any person succeeding to all or substantially all of the assets comprising any System, or (D) a third party financial owner of a System, provided that Provider or its asset management affiliate remains the asset manager of the applicable System. Provider shall not be released from liability hereunder as a result of an assignment under subsections (C) or (D) hereof unless the assignee assumes Provider's obligations hereunder by binding written instrument. The rights of Provider under this **Section 15(a)(ii)** do not include the right to impose a lien or other encumbrance on the real property of Customer.

b. Financing. The Parties acknowledge that Provider may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a "**Financing Party**") in connection with the installation, construction, ownership, and repair of a System, and, as a result thereof, may grant a lien on or security interest in all or any part of the System and its rights under this Agreement (including any rights to payment of amounts hereunder). Customer acknowledges that a Financing Party may possess an ownership or security interest in the System, or

component thereof, and in Provider's right to proceeds, rental and other payments under this Agreement. Provider's rights under this Agreement are subject and subordinate to the rights of the Financing Party under the documents evidencing Provider's obligations to Financing Party. In furtherance of Provider's financing arrangements and in addition to any other rights or entitlements of Provider under this Agreement, Customer shall deliver to Provider reasonable evidence of Customer's authority to enter into and perform this Agreement (for example, a copy of the authenticated, final approving resolution of the Customer's governing body) and Customer shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Provider or the Financing Parties; provided, that such estoppels, consents to assignment, or amendments do not alter the fundamental economic terms of this Agreement or interfere with Customer's use of the System under this Agreement in accordance with this Agreement. Provider agrees to reimburse Customer for its expenses for any such estoppel or consent to assignment related to a financing transaction, not to exceed five thousand dollars ($5,000). The Parties expressly agree that Financing Party is and shall be a third-party beneficiary under this **Section 15**.

c. **Lender Step-In Right**. Customer acknowledges and agrees that upon written notice from a Financing Party, Customer will make all payments due to Provider identified by the Financing Party or under this Agreement, as a whole, directly to such Financing Party, and no such notice shall (1) constitute a Default Event under this Agreement, (2) impose on Financing Party any obligation to perform any of Provider's obligations under this Agreement, or (3) modify, alter or otherwise impact any rights of Customer or obligations of Provider under this Agreement. Customer hereby expressly grants Financing Party the right and/or license to access the Premises under this Agreement at reasonable times and upon reasonable notice to (i) inspect the System, and (ii) remove any or all of the System, solely in the case of any event that results in a termination or expiration of the Agreement, pursuant and subject to the terms hereof. Customer will have no liability to Provider resulting from Customer's compliance with any notice provided by Financing Party under this **Section 15**. Customer agrees that Customer will not pay more than one month's, or any other recurring period hereunder, advance for any recurring amounts due under this Agreement without the consent of the Financing Party identified as having an interest in the System.

16. Confidentiality; Publicity.

a. **Confidential Information**. To the maximum extent permitted by applicable law, including any freedom of information or right to know law applicable to Customer (the "**Right to Know Act")**, if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Provider, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed under applicable law, (C) is independently developed by the receiving Party, (D) is required to be disclosed by a Party that is a Governmental Authority subject to the Right to Know Act or similar applicable law, or (E) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

b. **Goodwill and Publicity**. Neither Party may (i) make any public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (ii) use service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement and the System and its use. The Parties agree that at or around the Operational Date, the Parties shall jointly issue an announcement regarding the Services and the System. Provider is entitled to (A) place signage on the System and the Premises reflecting its association with the System, (B) take and use photographs and video of the System for marketing purposes, and (C) use publicly available information and Provider-developed analytics for marketing purposes. All marketing and publicity by a party will comply with applicable law, including privacy law. Provider shall not use images of passengers or Customer personnel without express written permission.

17. Miscellaneous.

a. **Notices**. All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission (provided that automatic acknowledgment shall not suffice), the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail.

Notices must be sent to the notice address of a Party identified on the signature page of this Agreement or such other address as either Party may specify in writing pursuant to this **Section 17(a)**.

b. **Survival**. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement as a whole, including, without limitation provisions related to billing and payment and hold harmless, will survive such termination.

c. **Further Assurances**. Each Party shall provide such information, execute, and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.

d. **Non-Dedication of Facilities**. Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.

e. **Service Contract**. The Customer and Provider intend and agree that this Agreement is a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.

f. **Customer-Specific Provisions**. Except as otherwise expressly stated on **Exhibit E, t**he provisions of Exhibit **E** included as part of this Agreement replace and supersede any inconsistent provision in the body of this Agreement.

g. **Prior TESA.** The Provider and Customer acknowledge and agree that the Chargers and Infrastructure made available by Provider for use by Customer with respect to the Vehicles under this Agreement were installed by Provider at the Premises pursuant to the Prior TESA and that such use of such Chargers and Infrastructure shall not be deemed to violate the Prior TESA. To the extent any provision of this Agreement is inconsistent with any provision of Prior TESA such provision of this Agreement shall supersede and prevail over the Prior TESA to the extent of the inconsistency. For clarification, differences between the obligations of the Parties as to the Vehicles under this Agreement and the obligations of the Parties as to the electric school buses provided pursuant to the Prior TESA shall not be inconsistencies, since such different obligations affect different electric vehicles.

h. **Governing Law**. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan, without reference to any choice of law principles. The state courts of Michigan and the federal courts sitting in Detroit, Michigan, shall have exclusive jurisdiction over any action or proceeding arising under this Agreement, with venue lying in Detroit, Michigan.

<<<<Signature page follows.>>>>

INTENDING TO BE LEGALLY BOUND, Provider and Customer, through their duly authorized representatives, are executing and delivering this Agreement, effective as of the Effective Date.

Customer: Jackson Public Schools

Signature:_____

Printed Name:_____

Title:_____

Date:_____

NOTICE ADDRESS:
1401 N. Brown Street
Jackson, MI 49202

Contact Name and Title: Marcus Leon, Assistant Superintendent, Finance and Operations

Contact Phone and Email: 517-841-2203; marcus.leon@jpsk-12.org

Provider: HEF-P Jackson, LLC

Signature:_____

Printed Name: _____

Title:_____

Date:_____

NOTICE ADDRESS:

200 Cummings Center, Suite 273D

Beverly, MA 01915
Contact Name and Title: Benjamin M. Schutzman, Vice President

Contact Phone and Email: 978-288-1105; ben@highlandfleets.com

Copy: notices@highlandfleets.com

Exhibits

Exhibit A: Vehicle Specifications; Termination Payment Schedule
Exhibit B: System Site Plan
Exhibit C: Commercial Operation Certificate
Exhibit D: Incentive Compliance
Exhibit E: Customer-Specific Provisions

Exhibit A
Vehicle Specifications; Termination Payment Schedule

1. **Vehicle Specifications:** See attached.

2. **Termination Payments.**

Date of Termination due to Customer Default Event	Termination Payment*
From Effective Date through last Operational Date	**$560,000.00**
Contract Year 1	**$474,000.00**
Contract Year 2	**$393,000.00**
Contract Year 3	**$331,000.00**
Contract Year 4	**$289,000.00**
Contract Year 5	**$258,000.00**
Contract Year 6	**$224,000.00**
Contract Year 7	**$197,000.00**
Contract Year 8	**$178,000.00**
Contract Year 9	**$157,000.00**
Contract Year 10	**$133,000.00**
Contract Year 11	**$106,000.00**
Contract Year 12	**$75,000.00**
Contract Year 13	**$40,000.00**
Contract Year 14	**$0.00**
*	Consistent with Agreement Sections 12(b)(iii), the foregoing Termination Payments shall be due and payable by Customer upon a Customer Default Event and resulting termination of the Agreement *in addition to* the total amount Provider can demonstrate is required to be paid by Provider or any affiliate of Provider due to a Customer Default Event or any related termination of this Agreement in respect of any Incentive, including recapture of the value of any Incentive, interest, and penalties; provided, however, that in all such instances Provider shall use reasonable efforts to mitigate the amount paid or payable by Provider or any Provider affiliate in this regard.

Exhibit B: System Site Plan

TBD

Exhibit C
Commercial Operation Certificate

PROJECT NAME: 2-Bus Electric School Bus Additional Deployment
PROJECT ADDRESS: 1401 N. Brown Street, Jackson, MI 49202 _____

OPERATIONAL DATE:_____

Pursuant to **Section 2** of the Transportation Equipment Services Agreement (as may be amended or modified from time to time, the "**Agreement**"), dated _____ by and between Jackson Public Schools ("**Customer**") and HEF-P Jackson, LLC ("**Provider**"), this Certificate of Commercial Operation ("**Certificate**") is hereby provided by Provider to Customer in accordance with the Agreement. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Agreement.

Provider hereby certifies that, as of the Operational Date set forth above: (i) the Vehicles set forth on **Attachment A** to this Certificate conforming to the specifications attached as Exhibit A to the Agreement are available at the Premises and operational; (ii) the Chargers necessary to support such Vehicles are installed at the Premises and operational; (iii) the Infrastructure necessary to support such Vehicles and such Chargers is installed at the Premises and operational; and (iv) any Approvals required for the installation and operation of the System identified in this Certificate have been obtained.

IN WITNESS WHEREOF, Provider is executing this Certificate as of the Operational Date set forth above on this Certificate.

Provider:

HEF-P JACKSON, LLC

By: _____
Name:
Title:
Date: _____

Customer is executing and delivering this Certificate to confirm Customer's agreement that the Operational Date is as set forth above.

JACKSON PUBLIC SCHOOLS

By: _____
Name:
Title:
Date: _____

Attachment A Vehicles

Exhibit D
Incentive Compliance

TBD

Exhibit E
Customer-Specific Provisions

1. Throughout the Term, Customer will operate and use the Vehicles exclusively to provide public school transportation services. The Spare Bus will be regularly operated as a spare school bus for the electric school buses provided pursuant to the Prior TESA; and the assignation of Designated Routes for the Vehicles will reflect such use of the Spare Bus as a spare.

2. Throughout the Term, Customer at its own expense shall operate each Vehicle with an exempt license plate issued in the State of Michigan.

3. Customer represents and warrants to Provider that, and Customer covenants that, as of the Effective Date, and throughout the Term, Customer is and will be a public school district operating in the State of Michigan.

4. Customer will use reasonable efforts to include payments due in any Customer school year from Customer to Provider under this Agreement as expenses in the annual school budget of Customer submitted to any Governmental Authority for such school year, and to secure adequate funding to cover Customer's payment obligations under this Agreement.

5. Each monthly report detailing Repair Work for the Vehicles required by Agreement Section 8(b)(vi) ("**Monthly Maintenance Report**") shall include:
    a. Detail about the Repair Work performed;
    b. Identification of each Vehicle on which such Repair Work was performed;
    c. The date the Repair Work was initiated, the date the Repair Work was completed (or if not completed, that the work is in process as of month-end);
    d. The parts used to perform the Repair Work;
    e. The services, parts, other work, or other items covered by any manufacturer's or service provider's warranty,
    f. Any Vehicle towing performed,
    g. For any item included in such Monthly Maintenance Report, the amount subject to Provider reimbursement, as set forth in the Agreement.
    h. Provider shall promptly review each Monthly Maintenance Report submitted by Customer and shall provide a credit to Customer for all undisputed amounts covered by each Monthly Maintenance Report no later than thirty (30) days after receipt of such Monthly Maintenance Report, subject to Agreement Section 8(b).

6. Based on the Monthly Maintenance Reports, the Customer and the Provider shall cooperate to create and maintain from and after the Operational Date a Vehicle maintenance records system permitting the ready access to each Vehicle's maintenance information and a system that tracks maintenance costs by Contract Year for the entire Term. To the extent required by applicable law, including MI Admin Code R. 388.380, the Customer shall make Vehicle maintenance records and Customer's documented regular Vehicle maintenance procedures available to the Michigan Department of Education.

7. As of the Operational Date and each anniversary thereof during the Term, the Customer shall verify in writing that the Vehicles under this Agreement have been inspected by the Michigan Department of State Police as required under MCL 257.715a and MCL 257 1839 and have passed that inspection. No Vehicle shall be used in any Contract Year that has not been so inspected for that Contract Year or that has failed inspection, and any violation of this provision shall be a Default Event by Customer and may result in revocation or termination of the Agreement as to such Vehicle. The Customer shall submit, in writing, the inspection results of all Vehicles within 30 days of the completion of the department of state police inspection for each Contract Year. The Operational Date for any Vehicle shall not be deemed achieved unless or until the first such state police inspection is completed for such Vehicle, and the Vehicle has passed such inspection.

8. To the extent that Customer is eligible to receive reimbursement from the Michigan state school aid fund (or other state funding) for Inspections by the Michigan Department of State Police as required under MCL 257.715a and MCL 257 1839, the Customer shall use good faith efforts to secure such reimbursement or other funding. If the Customer receives reimbursement of the cost of Michigan Department of State Police Inspections, then, for the Contract Year in which such state reimbursement is received by Customer, the amount payable by Provider to Customer for Repair Work in such Contract Year shall be reduced by the amount so reimbursed.

9. **Annual Mileage Allowance**. The "**Annual Mileage Allowance**" means **12,600** miles travelled by the Vehicles in the aggregate in a Contract Year. Customer will rotate use of each Vehicle during each Contract Year so that the total annual mileage of such Vehicle does not exceed approximately 6,300 miles per Contract Year. No more than once per Contract Year a Party may request review of the Annual Mileage Allowance under this Agreement. During the thirty (30)-day period following delivery of such a request by one Party to the other, Provider and Customer will engage in good faith review and negotiation of the applicable Annual Mileage Allowance in light of then applicable Customer student transportation requirements and Prudent Vehicle Practices, and may agree to adjust the "Annual Mileage Allowance" under this Agreement and, as applicable, the Base Service Fee to reflect any upward or downward adjustment to the Annual Mileage Allowance.

10. **New System Benefits**.
    a. Definitions.

        i. A "**New System Benefit**" means any programmatic benefit, grant, incentive, payment, or other entitlement for the Vehicles that (X) is awarded and paid during the Term; (Y) is not an Existing Incentive; and (Z) does not require any out-of-pocket expenditure (including any System upgrade costs, registration fees, participation fees, or similar) to secure; and, without limitation, a "**New System Benefit**" includes, without limitation, (i) any incentive awarded for the Vehicles or for the performance of this Agreement with respect to the Vehicles; (ii) any payment received by a Party, in excess of any Utility Service Cost (defined below) for the use or deployment of the Vehicles to provide utility services, including any vehicle-to-grid (V2G) deployment of the Vehicles.

        ii. "**Utility Services**" means the provision of: (A) building electrical power, including emergency power; (B) utility distribution system services, including providing reactive power, drawing off-peak consumption, load balancing, providing demand response electricity, providing distribution support, and providing other vehicle-to-grid (V2G) services, (C) transmission or generation system support, including providing spinning reserves, frequency regulation, providing inter-hour adjustments, and providing other vehicle-to-grid (V2G) services, and/or (D) renewable energy support services, including providing ramp-rate reduction, shifting energy from solar peak to load peak, absorbing electricity when intermittent generation exceeds load, and providing other vehicle-to-grid (V2G) services.

        iii. A "**Utility Service Cost**" means the cost incurred by Provider to deploy the Vehicles to provide Utility Services, including any amount paid by Provider to upgrade any Chargers, any amount paid to register the System under any Utility Services program, and any amount paid or payable to a third-party to operate, manage, or administer such provision of Utility Services. The amount of any New System Benefit for the deployment of the Vehicles to provide Utility Services shall be net of Utility Service Costs, and, prior to allocating a Utility Service New System Benefit, Provider shall retain or, as applicable (if Customer receives such New System Benefit) Customer shall pay to Provider, such Utility Service Cost.

    b. Securing New System Benefits. Throughout the Term, each of Provider and Customer will use commercially reasonable efforts to secure one or more New System Benefits (defined below) for the Vehicles or the activities under this Agreement with respect to the System, and each will reasonably assist the other Party in such other Party's pursuit of such New System Benefits. However, neither Party will have any obligation under this Agreement to pursue any particular New System Benefit or to incur any out-of-pocket costs or expenses in connection with the pursuit of any such New System Benefits.

    c. Allocation of New System Benefits. If any New System Benefit is paid to, and received by, a Party at any time during the Term, then, unless the terms of the New System Benefit prohibit it, the amount of the New System Benefit so paid and received by a Party shall be allocated 50% to Provider and 50% to the Customer. Subject to any agreement of the Parties as to the allocation of a New System Benefit, within thirty (30) days after receipt of any New System Benefit, the recipient shall provide to the non-recipient the non-recipient's allocation of such New System Benefit so received via credit or, as agreed, direct payment under this Agreement. If a credit is applied, the amount of the credit shall be calculated in accordance with the net-present-value methodology outlined in **Section 10(d).**

d. NPV Methodology if Allocation Not Permitted. If a New System Benefit cannot be shared by the Parties as contemplated by **Section 10(c**), then: (i) if the Customer receives and retains 100% of any New System Benefit, each remaining installment of the Base Service Fee payable over the balance of the Term will be increased so that the present value of all such increases (using a discount factor that assumes a commercial cost of capital) equals 50% of such New System Benefit; or (ii) if the Provider receives and retains 100% of any New System Benefit, each remaining installment of the Base Service Fee payable over the balance of the Term will be decreased so that the present value of all such decreases (using a discount factor that assumes a commercial cost of capital) equals 50% of such New System Benefit.

11. **Cameras; Customer Content**. To the extent any camera is installed inside a Vehicle (each, a "**Camera**"), either as detailed on the Vehicle specifications attached to **Exhibit A** or as mutually agreed by the Customer and Provider, upon achievement of the Operational Date of the Vehicle on which a Camera is installed, or, if later, upon completion of the installation of a Camera on a Vehicle, Provider shall disclaim, transfer, and convey to Customer all right, title, and interest in and to such Camera, and Customer shall retain, acquire, control the operation of, and bear risk of loss with respect to, such Camera; provided, however, that the Camera shall be provided operating power by the Vehicle on which the Camera is installed. Provider shall provide reasonable cooperation to Customer throughout the Term to enable the maintenance, repair, and replacement (at Customer's expense) of any Camera, Provider shall have no liability for Vehicle issues caused by a Camera, and Vehicle Repair Work required due to any Camera malfunction shall be a Customer-Caused Repair. Data collected or transmitted by any Camera installed on any Vehicle ("**Customer Content**") shall be the property of Customer; provided that, at the reasonable request of Provider, and subject to applicable law, Customer may provide access to Customer Content to Provider

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
September 16, 2025

ITEM: 25-26-22 SUBJECT: Corporate Resolution

FOR DISCUSSION: Marcus Leon

STATEMENT OF THE ISSUE:

Administration recommends naming the superintendent and/or designee as authorized signer for Jackson Public School District. It is necessary to designate an authorized signer for contracts, agreements, and other official district documents to ensure the efficient and lawful conduct of district business when a corporate resolution is required.

RECOMMENDATION:

The administration recommends that the Board authorize the Superintendent of Jackson Public Schools, and/or designee, as the authorized signer.

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION RESOLUTION

CORPORATE RESOLUTION DESIGNATING AUTHORIZED SIGNERS

WHEREAS, the Jackson Public Schools ("District") maintains accounts and conducts business with various financial institutions, vendors, and agencies; and

WHEREAS, it is necessary to designate authorized signers on behalf of the District for the purpose of executing documents where a corporate resolution is required by the requester, including but not limited to contracts, agreements, and other instruments of obligation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Jackson Public Schools hereby authorizes the following individuals to serve as signers on behalf of the District:

- **Jeremy Patterson, Superintendent**

  Signature_____

- **Julie Baker, Deputy Superintendent, Curriculum & Federal Programs**

  Signature_____

- **Marcus Leon, Assistant Superintendent, Finance and Operations**

  Signature_____

- **Matthew Farhat, Executive Director, Business Services**

  Signature_____

BE IT FURTHER RESOLVED that any of the above-named individuals are hereby authorized to sign, execute, and deliver on behalf of the District all necessary documents, where a corporate resolution is required related to the District's financial and contractual obligations.

BE IT FURTHER RESOLVED that this resolution shall remain in full force and effect until revoked or modified by formal action of the Board of Education and proper notice has been delivered to the appropriate financial institutions and agencies.

Certification

I, the undersigned, Secretary of the Board of Education of Jackson Public Schools, hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Education at a meeting held on the ___ day of _____, **20**____, at which a quorum was present.

Date: _____

_____

Cheryl Simonetti, Board Secretary

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
September 17, 2025

ITEM: 25-26-23 SUBJECT: Certification of Tax Levy

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

At the May 20, 2025 meeting, the board approved the district's L-4029, authorizing municipalities to levy, collect and remit taxes on the district's behalf. It came to the district's attention over the summer that the Recreation millage was inadvertently rounded up from .7470 to .7471. The correct millage rate is .7470, with a total financial impact to taxpayers in the amount of $85. Municipalities require a fully signed amended 4029 for documentation and audit reasons.

RECOMMENDATION:

Administration recommends adoption of the amended L-4029 form certifying the 2025 tax levy as presented.

AMENDED 9/16/25

Michigan Department of Treasury
614 (Rev. 02-25)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2025 Tax Rate Request (This form must be completed and submitted on or before September 30, 2025)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2025 Taxable Value of ALL Properties in the Unit as of 05-27-2025
JACKSON	**1,672,848,351**
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2025 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
JACKSON PUBLIC SCHOOLS	**652,548,264**

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2025 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2025 Current Year "Headlee" Millage Reduction Fraction	(7) 2025 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
VOTED	OPER-NH	8/6/24	20.0000	20.0000	1.0000	20.0000	1.0000	18.0000	18.0000	0.0000	12/31/44
VOTED	RECREATION	8/6/24	0.7500	0.7500	0.9961	0.7500	0.9961	0.7500	0.7470	0.0000	12/31/34
VOTED	2004 DEBT	6/14/04	unlimited	N/A	1.0000	N/A	1.0000	unlimited	0.8340	0.0000	N/A
VOTED	2009 DEBT	11/3/09	unlimited	N/A	1.0000	N/A	1.0000	unlimited	1.9879	0.0000	N/A
VOTED	2018 DEBT	5/8/18	unlimited	N/A	1.0000	N/A	1.0000	unlimited	3.1281	0.0000	N/A

Prepared by	Telephone Number	Title of Preparer	Date
MARCUS LEON	**(517) 841-2203**	**ASSISTANT SUPERINTENDENT**	**09/16/2025**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
☐ Clerk ☒ Secretary		**CHERYL SIMONETTI**	**09/16/2025**
☐ Chairperson ☒ President		**SHALANDA HUNT**	**9/16/25**

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2025 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	**0.0000**
For Commercial Personal	**6.0000**
For all Other	**18.0000**

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).