

## SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th day of 2023, by and between the Candia School District, with principal offices c/o SAU #15 located at 90 Farmer Rd, Hooksett, NH 03106, (hereinafter called "District"), and First Student, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at 51 Lowell Road, Salem, NH 03079 (hereinafter called "Contractor").

### WITNESSETH

WHEREAS, District has selected Contractor to provide the student transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

### SECTION 1: TERM

- 1.1 The initial term of this Agreement shall commence July 1, 2023 and shall continue through June 30, 2028 ("Term"). For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1 during the term of this Agreement.

### SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services for regular education, Career Technical Center students, athletics, extracurricular activities, and field trips. Pricing is included in the attached Exhibit A.
- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in the number of routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under this Agreement, including the number of routes performed, the number of buses utilized or the number of days of service ("Schedule Readjustments"). However, where Schedule Readjustments impact by 10% or more the service levels or equipment

levels required of Contractor based on the number of routes performed, the number of buses utilized or the number of days of service contained in this Agreement, the Parties agree to meet to negotiate in good faith rates commensurately to cover increases or decreases in cost structure associated with such changes by District.

- 2.3 Contractor will meet at least quarterly with District for the purpose of reviewing any concerns by either party regarding student conduct, discipline or operations. Other meetings may be scheduled as needed.
- 2.4 District agrees that from and after the effective date of this Agreement, District will use Contractor as District's sole and exclusive provider for all of District's home-to-school regular education transportation and Charter Transportation at rates as set forth in Exhibit A unless the Contractor is unable to meet District's needs, in which case, the District shall be permitted to contract with another carrier to provide the service. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.
- 2.5 The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers and this terminal shall be located within the town of Auburn, Candia or Hooksett. The maintenance facility shall comply with all EPA, local, state and federal regulations. The Contractor shall provide either evidence of ownership of a transportation terminal, or a letter of intent to lease a facility from the owner for the initial term of this Agreement. Prior to the commencement of this Agreement, the Contractor shall provide a signed lease for a transportation terminal with the owner for the term of the Agreement. The District will consider location changes during the term of the Agreement so long as the Contractor can guarantee no disruption to service from the change.

### SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein. District shall pay Contractor monthly in ten equal payments by the 10<sup>th</sup> of each month. The first payment shall be made by August 10, 2023.

Other transportation services shall be paid monthly based on invoices submitted by Contractor to District. After verification of an Invoice, District shall pay Contractor the full undisputed amount due to Contractor on or before the 30th business day following the date on which the statement has been submitted.

If any statement amount is disputed by District, District shall deliver written notice specifying the disputed amount to the Contractor within 10 days of receipt of the statement by District. In the absence of District timely providing said written notice,

District waives any right to dispute said statement in the future. District shall pay all amounts not disputed to Contractor on or before the 10th business day following the date on which the statement has been submitted.

#### SECTION 4: LIQUIDATED DAMAGES

- 4.1 District reserves the right to assess liquidated damages (not a penalty) against the Contractor, for each and every violation of the parties' contract when District, in good faith determines that such violation jeopardizes either the safe or the efficient transportation of students. Liquidated damages may be charged in the amount of \$150.00 to the Contractor for each instance of non-performance of the duties and responsibilities outlined below:
- a. Students not picked up from designated bus stop within ten (10) minutes of designated time.
  - b. Buses arrive at school earlier than 15 minutes prior to the starting bell.
  - c. Video/audio recordings and/or GPS records not provided within 48 hours of request when request has been made no later than ten school days following the taping of the requested video/audio tape.
  - d. Each day beyond August 10th that bus routes are not provided to District.
  - e. Each day beyond the 10th school day that the bus ridership rosters are not provided to District.
  - f. Each day that digital camera systems are not operable, signs notifying passengers that video and audio are being recorded are not present on a bus and/or active two-way radios or cellular telephones are not operating on all buses utilized in the performance of this Contract.
  - g. Each instance that a field trip or athletic trip is canceled after the Contractor agrees to provide transportation for the trip.
  - h. Each day or part of a day the Contractor fails to abide by the terms of its agreement with the District.
- 4.2 Liquidated damages shall not be assessed during Force Majeure events as described in Section 10.
- 4.3 Prior to assessing damages, District or its designee will meet with the Contractor to determine if there are mitigating circumstances that have caused the service issue(s). District will provide Contractor notice of damages assessed with seven (7) days of the assessment and provide Contractor 30 days within which to respond to the assessment. To this point, District shall accumulate assessed amounts, until such amounts reach or exceed \$5,000 in any school year. Should this level be reached, District reserves the right to receive payment for all such assessed damages. During the term of any accumulation, District will provide the Contractor notice of damages assessed and provide the Contractor the opportunity to respond to District's determination.

## SECTION 5: FUEL

- 5.1 Contractor shall purchase at its own cost all fuel required for the operation of Vehicles hereunder from Mansfield Energy Corp. Should this fuel supplier change during the term of this Agreement, the Contractor will provide notice to the District 10 days prior to the change. Fuel prices are assumed at \$4.75 per gallon including taxes ("base cost"). Should the base cost exceed \$4.75 per gallon including taxes, District will reimburse Contractor the excess cost. Should the base cost decrease below \$4.75 per gallon including taxes, the Contractor will credit District the difference between the base cost and the actual cost. Contractor will provide documentation substantiating its fuel costs upon written request of District. Reimbursement or credit, as appropriate, shall be handled by way of a credit or debit to the monthly invoice.

## SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall establish all routes, stops and schedules of each school year using District's policies. Contractor shall furnish District a complete route map, stops and schedules, on or before August 10<sup>th</sup> of each school year.
- 6.2 District shall furnish Contractor with a list of student names and addresses not later than the July 10<sup>th</sup> prior to the start of each school year, from which Contractor will construct a complete route system using industry standard routing software provided by Contractor. Contractor shall use the route information provided by District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District for approval. District shall inform parents and families of these times.
- 6.3 District reserves the right to add and subtract the names and addresses of students from the list of students to be served and to adjust the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in students transported, routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed.
- 6.4 Contractor shall be flexible in adjusting routes to meet changing factors. Contractor shall also be flexible in extending routes to accommodate new residential developments or to serve students moving into areas where students initially did not live; provided, however, that such adjustments do not impact required school arrival times or required route length.

- 6.5 Routes are to be planned so that students do not arrive at school more than 15 minutes prior to opening, wait at the close of school more than 10 minutes, and in no case may a route be more than 60 minutes.
- 6.6 Contractor will maintain routes and time schedules as set and will give prompt notice if any difficulty develops. Changes in routes or time schedules shall be made only after prior notification to the Superintendent or his/her designee. Contractor is responsible for communicating route schedules to families and students. Whenever a route change occurs, Contractor is responsible for notifying families and students.

#### SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall promptly provide within 15 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent or his or her designated representative, by telephone and confirmed in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Contractor shall submit to the Superintendent a written report within twenty-four (24) hours containing a full and complete statement of all relative facts including police case number when available. The District reserves the right to participate in any accident review process.
- 7.4 The Contractor shall be required to maintain and furnish the following information on each driver to the District on request:
- a. Name of driver
  - b. Residence address
  - c. Telephone number
  - d. Certificate of physical examination
  - e. Record of previous driving experience
  - f. Date and identification number of current commercial driver's license/school bus certificate
  - g. Bus and route assignments
  - h. Evidence of satisfactory references

- i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a.

#### SECTION 8: INDEMNIFICATION

- 8.1 Contractor hereby agrees to indemnify and hold harmless the District and SAU 15 and all of their respective boards, officers, employees, and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor and the District. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

#### SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability and Automobile Liability Insurance to protect SAU 15, the District, Contractor, its drivers and other personnel with no exclusion for sex abuse, misconduct, or molestation. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$10,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos. Contractor shall provide to District a certificate of insurance and policy endorsements evidencing such coverage and designating SAU 15 and District as additional insureds as their interests may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Contractor shall provide District with a certificate of insurance and policy endorsements as evidence of statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.
- 9.2 Annually not later than July 1st, the Contractor may be asked to furnish to the District a performance bond or a written guarantee from a bank in the form of a letter of credit securing performance of the obligations of the Contractor. The letter of credit or

performance bond shall be in an amount not less than the annual value of services provided, shall be in a form acceptable to the District, shall be in effect throughout the duration of the contract, and shall be provided at no additional cost to the District.

#### SECTION 10: FORCE MAJEURE

- 10.1 In the event either party is unable to perform its obligations as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action, epidemic or any other emergency or condition or cause beyond the party's control, the party's performance under this Agreement shall be excused.
- 10.2 Notwithstanding any provision of this Agreement to the contrary, if the District, or any government agency temporarily, intermittently, or permanently suspends in person classes during the Term due to a pandemic or other Force Majeure Event for more than 10 school days (each a "Closure Period"), the parties shall negotiate in good faith to pay Contractor an amount to cover its fixed costs (55% of the daily rate) for each school day during the Closure Period that school would have been in person but for the Closure Period.

#### SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, as determined by District in its sole discretion, District shall make a good faith effort to notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay and shall make a good faith effort to notify Contractor not later than two (2) hours before early dismissal or the cancellation of athletic or charter trips. District shall pay Contractor half the daily rate per bus for days when school is cancelled provided the day will not be made up at a later time during the school year.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances.

#### SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive student transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers.
- 12.3 The Contractor agrees to conduct bus evacuation drills for all students twice per school year. Such drills shall be scheduled with each individual school and be

conducted at times which will not conflict with regular route operations. The Contractor shall provide all drivers with specific training in bus evacuation procedures. Rear door evacuation drills shall be performed at the elementary level during the September/October schedule each year. Front door evacuation drills shall be performed at the elementary level during the April/May schedule each year. At high school and middle school levels the evacuation procedure needs to be discussed.

#### SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor will provide a transportation manager or supervisor who shall be responsible for all matters relating to the administration of student transportation services, special arrangement and contract administration including but not be limited to the availability of all buses and equipment; all matters of vehicle maintenance and inspection, hiring, training and supervision of bus operation, scheduling, driver training, and ongoing driver certification (including mandatory drug testing and criminal history records checks as required by RSA 189:13-a and District policies), bus evacuation drills, parent and community related student safety, student bus behavior, and assistance to District on student transportation projects and budgeting. The transportation manager or supervisor shall be available on a daily basis. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.2 District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.3 Contractor's local staff operating at the facility servicing District shall include a Location Manager, a Dispatcher/Operation Clerk and a Safety Trainer/Recruiter. All three positions shall be Full Time; however, the Safety Trainer/Recruiter shall be allocated 50% to the District location and shared with another local facility.

#### SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers, substitute drivers, and support personnel to assure District of continuous, reliable, safe, and on time service.
- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not permit its drivers to

smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus or on any SAU 15 or District property.

- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations under this Agreement. All drivers and monitors are subject to District approval. Contractor shall furnish to District a list of all drivers at least thirty (30) days prior to the start of the school year. District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.
- 14.4 Contractor shall provide qualified drivers/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise the Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid license or permit issued by this State authorizing such person to operate a school bus and be 18 years of age or older.
- 14.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter and meet the requirements of RSA 200:37 at Contractor's sole expense.
- 14.4.3 Possess a satisfactory driving record and criminal history record meeting the requirements of RSA 189:13-a and District policy prior to employment and periodically thereafter to the extent permitted or available by law at Contractor's sole expense.
- 14.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests at Contractor's sole expense as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

- 14.4.5 Meet any other criteria required by law or by District's policies, rules or regulations.
- 14.4.6 Not permit students to leave any school bus, except at their regularly designated stops unless there is a specific approval by the Superintendent or his/her designee.
- 14.4.7 Operate the bus at the speed and method to insure a high degree of student safety.
- 14.4.8 Enforce a bus pass system if requested. The system will be developed in conjunction with Contractor.
- 14.4.9 Pick up or drop off students at only approved pick up and drop off points.
- 14.4.10 Enforce policies/codes of conduct establish by the School Board for students riding buses. Drivers or Contractor's designee shall report in writing to District on a form provided by Contractor, the names and offenses of students who fail to abide by the rules of behavior while on the bus established by the District.
- 14.4.11 Work cooperatively with students, student families, SAU 15, the District and members of the public.
- 14.4.12 Not allow children to leave the bus except at scheduled stops unless authorized by District.
- 14.4.13 Remain on the bus at all times when children are on board except as relieved by an authorized adult.
- 14.4.14 Make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
- 14.4.15 Not have the authority to refuse transportation to any eligible child, nor do drivers have the authority to remove a child from the bus.
- 14.4.16 Not be permitted to carry any person, other than students assigned to the bus, or a school officer, teacher or chaperone while transporting students without the express consent of Contractor and District with exception of Contractor employees such as supervisors or driver trainees, and bus monitors.
- 14.4.17 Not permit any person other than authorized law enforcement and emergency personnel (or those identified in Section 14.4.16above) to step aboard the bus while students are present in the vehicle.

- 14.5 All buses and drivers must be available at the school or where pickups would otherwise occur that day on one (1) hour's notice for early closing of one or more schools due to weather or other emergency.
- 14.6 If Contractor knows that a driver assigned by Contractor to perform services under the Agreement is charged and/or convicted of any traffic violation or other crime, Contractor shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the driver or monitor, date of the violation or crime, and the nature of the violation or crime.
- 14.7 All monitors shall have a criminal history record check in accordance with RSA 189:13-a and District policy at Contractor's sole expense.
- 14.8 District and Contractor agree that a full complement of school bus drivers is critical for the consistent performance of services under this Agreement and that the compensation of the drivers is a significant factor in recruiting and retaining drivers. To that end, District and Contractor have agreed to the following minimum compensation for all school bus drivers working under this Agreement:
- Starting rate \$25.00 per hour; Year two and beyond \$27.00 per hour
  - 3% annual increase in driver wage rate
  - Five-hour minimum pay per school day
  - 75% Company contribution toward Driver medical benefits: minimum \$500 toward Single coverage; \$900 for Employee/Spouse; \$1,400 for Family
  - 401(k) Retirement Savings program with \$1.00 per hour company match.

For the start of the 2023-24 school year, Contractor shall pay a \$4,000 Sign-on Bonus to all Incumbent and New CDL School Bus Drivers who are hired during the transition of services from the current vendor. Prospective employees must hold a valid New Hampshire CDL of appropriate class and endorsements when making application. Contractor shall pay this bonus over several months with the intent to both attract and retain drivers.

If the compensation listed is insufficient to attract and retain drivers in the local market leading to material driver shortage, Contractor will notify District. District and Contractor agree to meet to discuss modifications to the Driver Compensation and commensurate increases in the route charges to address driver shortage.

## SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. District shall have the right to review course content. Contractor shall maintain current, accurate records documenting the training and required licensing of each driver and substitute.

- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. The orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.
- 15.3 Contractor shall conduct training sessions for students in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available.
- 15.4 All drivers shall practice drive their route two (2) times in the week preceding the start of school each contract year. During the school year, any new driver to a specific route will practice drive a route two (2) times within the preceding week before the driver is allowed to transport students on that route if such a driver change is foreseen more than twenty-four (24) hours in advance of such a driver change. All driver changes (other than day-to-day substitutes) will be documented in writing by the Contractor including the time the Contractor was notified of the necessity for a driver change.

#### SECTION 16: EQUIPMENT

- 16.1 All school buses supplied by Contractor in performance of this Agreement shall, at all times, meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services in accordance with applicable laws and regulations and accepted industry maintenance standards.
- 16.2 All modifications to the transportation services or equipment provided by Contractor that may be mandated by federal, state, or local laws or regulations during the term of the Agreement will be implemented by Contractor at no additional cost to District; provided, however, that if the costs to implement such changes exceed \$25,000. The parties agree in good faith to negotiate a change in the Agreement price to pay the mandated changes.
- 16.3 Contractor shall equip all vehicles with two-way radios with sufficient capacity for communication between each bus and Contractor's dispatch. Bus drivers shall be permitted to utilize a cell phone in the event bus is out of radio range (e.g., field trips, athletic trips) and their vehicle is parked. Contractor shall perform an inspection of all radios and cell phones prior to the start of the school year to ensure proper performance and shall maintain the equipment in working order throughout the year.
- 16.4 Contractor agrees that all vehicles shall be equipped with crossing control arms, a child-check system, digital video cameras with four camera heads and GPS

vehicle tracking. Contractor agrees to perform an inspection of all bus equipment prior to the start of the school year to ensure proper performance.

- 16.5 Contractor will provide spare buses in the event of a failure of one of the buses. Spare buses must be available within 20 minutes of a breakdown.
- 16.6 Standees will not be permitted.
- 16.7 Contractor agrees that buses will not operate above rated capacity.
- 16.8 At no time during the term of this Agreement shall the age of any vehicle, bus chassis, motor or bus body provided hereunder be greater than eight (8) year, based on the expiration of the manufacturer's year of manufacture. Contractor shall provide a list of buses to be used prior to the start of each contract year listing: Make, Year of Manufacturer, mileage, and condition of vehicle.
- 16.9 Each vehicle shall be equipped with a digital camera and audio for surveillance and monitoring student behavior. Contractor shall comply with all District policies and laws on the use of audio and video recordings on buses. Contractor shall prominently display a sign in each District vehicle informing occupants that the audio and video recordings are occurring as required by RSA 570-A: 2, II (k). Contractor shall comply with District's requirements on the retention and reviewing of all recordings.
- 16.10 All buses must have the name of the District written on the sides.
- 16.13 Contractor must clean and inspect all buses daily. Daily inspection will include but not be limited to brakes, lights, tires, radiators, oil, gas, heaters, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of such inspections shall be maintained by Contractor, and made available to District upon request. District reserves the right, at the sole cost of Contractor, to require inspection and certification of the condition of the buses at any time by the Division of Motor Vehicles of the New Hampshire Department of Safety.
- A vehicle not passing the daily inspection shall not be utilized to transport students until it will pass the daily inspection. A pass will be deemed to mean that all inspected items are in good working order.
- 16.14 Contractor shall maintain a regular schedule for servicing all vehicles consistent with manufacturer's recommendations and fleet maintenance standards which shall include, but not be limited to oil, grease, tires, battery, brakes, lights, all equipment related to wheelchair accessibility, and all safety appliances, monitors, and accessories. Records of maintenance activities shall be maintained by Contractor, and made available to District upon request.

16.15 The buses shall be cleaned each day.

16.16 District may direct the Contractor to perform additional tasks under this Agreement. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Contractor will invoice the District per cost structure in Exhibit A.

#### SECTION 17: PUPIL DISCIPLINE/VANDALISM

17.1 Contractor is responsible for the safety, welfare, conduct and control of students transported.

17.2 The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other students or driver and then only after radio notice to Contractor's terminal and to the student's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. District and Contractor will, in the event Contractor determines that a student poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such student. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

17.3 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, after receiving written authorization from the District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

#### SECTION 18: ASSIGNMENT

18.1 This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party which shall not be unreasonably withheld; *provided, however*, that Contractor may, without approval, assign the Agreement to a parent or subsidiary.

## SECTION 19: TERMINATION

- 19.1 District may terminate this Agreement for Contractor's unsatisfactory performance. In such a case, District shall provide written notice to Contractor citing the unsatisfactory performance, and provide Contractor fifteen (15) school days to improve its performance to the satisfaction of the District. If the performance of the Contractor does not improve to the satisfaction of the District, the District may immediately terminate this Agreement.
- 19.2 District shall have the right to terminate this Agreement on sixty (60) days written notice, without further financial obligation, if conditions arise making the transportation of District students unnecessary.
- 19.3 District shall have the right to declare Contractor in default if (a) Contractor becomes insolvent; (b) Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against Contractor; or (d) Contractor is unable to provide evidence of required insurance coverage as set forth below. If Contractor is declared in default for any of these reasons, the District shall have the right to terminate this Agreement.
- 19.4 In the event of a contractual termination due to default or unsatisfactory performance of Contractor, District reserves the right to employ another carrier to complete the term of this Agreement. Contractor shall be responsible for any extras or additional expense or damages suffered by District. In that event, Contractor will be required to indemnify District for any loss that District incurs.
- 19.5 Any termination of this Agreement by District due to the default or unsatisfactory performance of Contractor shall be without cost or penalty to District. District shall be liable to pay Contractor only such amounts as are due as of the date of termination.
- 19.6 In the event that sufficient funds are not appropriated for student and/or school transportation services during the ensuing fiscal year, District may terminate this Agreement by written notice within thirty (30) days of adoption of District budget for the fiscal year in question, and this Agreement shall be terminated effective at the end of the current Contract Year.

## SECTION 20: SURVIVAL

- 20.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

## SECTION 21: STATUS OF CONTRACTOR

- 21.1 In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the parties. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.
- 21.2 Contractor alone shall be responsible for its acts, omission, and the conduct of its employees, officers, agents and representatives.

#### SECTION 22: PUBLIC OBLIGATION

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

#### SECTION 23: SEVERABILITY

- 23.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

#### SECTION 24: EXTENSION AND MODIFICATION

- 24.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

#### SECTION 25: NOTICE TO PARTIES

- 25.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail.

Notices to the District shall be addressed to:

School Administrative Unit 15  
Marge Polak, Assistant Superintendent  
90 Farmer Road  
Hooksett, NH 03106

Notices to Contractor shall be addressed to:

First Student, Inc.  
Dave Fairweather, Area General Manager  
51 Lowell Road  
Salem, NH 03079

With a copy to:

FirstGroup America  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Attention: General Counsel

- 25.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

#### SECTION 26: ENTIRE AGREEMENT

- 26.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

#### SECTION 27: COMPLIANCE WITH THE LAW

- 27.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

#### SECTION 28: DISPUTE RESOLUTION

- 28.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

#### SECTION 29: PLACE OF CONTRACT/CONTROLLING LAW

- 29.1 This Agreement shall be governed by the laws of the State of New Hampshire, without regard to conflicts of law principles. All references in this Agreement to the

"state" shall mean the State of New Hampshire. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of New Hampshire. The parties agree that any action instituted against either party to this Agreement shall be commenced in Merrimack County, or the United States District Court for the District of New Hampshire.

SECTION 30: AUTHORITY

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

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

\_\_\_\_\_  
First Student, Inc

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

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

Attest:

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

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

\_\_\_\_\_  
Candia  
District

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

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

Attest:

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

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

## First Student Pricing for Candia School District

Annual Cost Projection September 20, 2022

### Variable Rate Pricing - Assuming driver hours in RFP - Route Summary

Flat rate for first five hours; hourly rate beyond first five hours

Route Type	Routes	Hours	Unit Price	Per Hour	Hours Charge	Days	Annual Cost
Single Tier	2	5.00	510.99	33.00	-	180	183,956.40
Double Tier	3	7.55	510.99	33.00	84.15	180	321,375.60
Total							505,332.00

### Variable Rate Pricing - Assuming Route Detail plus 78 minutes pre/post and deadhead

Flat rate for first five hours; hourly rate beyond first five hours

Route Type	Routes	Hours	Unit Price	Per Hour	Hours Charge	Days	Annual Cost
Single Tier	2	5.00	510.99	33.00	-	180	183,956.40
Double Tier	3	5.90	510.99	33.00	29.70	180	291,972.60
Total							475,929.00

RFP Route Summary information was reported as "Gate to Gate"; therefore we added time for Pre-trip and Post-trip inspections.

Route Detail sheets provided first stop and school arrival times; therefore we added time for Deadhead travel and Pre/Post-trip inspections.

See attached Route Analysis for actual calculations by route.

## **EXHIBIT A**

### **School Route & Athletic/Extracurricular Pricing**

	<b><u>Year 1</u></b> <b><u>2023-24</u></b>	<b><u>Year 2</u></b> <b><u>2024-25</u></b>	<b><u>Year 3</u></b> <b><u>2025-26</u></b>	<b><u>Year 4</u></b> <b><u>2026-27</u></b>	<b><u>Year 5</u></b> <b><u>2027-28</u></b>
<b>1) Regular Routes - Base Rate includes the first five hours of driver time</b>					
1a) Single Tier	<u>\$510.99</u>	<u>\$526.32</u>	<u>\$542.11</u>	<u>\$558.37</u>	<u>\$575.12</u>
1b) Double Tier	<u>\$510.99</u>	<u>\$526.32</u>	<u>\$542.11</u>	<u>\$558.37</u>	<u>\$575.12</u>
1c) Excess Hours Charge*	<u>\$33.00</u>	<u>\$33.99</u>	<u>\$35.01</u>	<u>\$36.06</u>	<u>\$37.14</u>
<b>2) Athletic/Extracurricular Activity/Field Trip Transportation</b>					
3a) Cost per Mile - Travel	<u>\$3.77</u>	<u>\$3.88</u>	<u>\$4.00</u>	<u>\$4.12</u>	<u>\$4.24</u>
3b) Cost per Hour - Wait	<u>\$88.31</u>	<u>\$90.96</u>	<u>\$93.69</u>	<u>\$96.50</u>	<u>\$99.40</u>
3c) Minimum Charge	<u>\$176.62</u>	<u>\$181.92</u>	<u>\$187.38</u>	<u>\$193.00</u>	<u>\$198.80</u>

\* Driver Hours beyond the five-hour base; billed to the nearest 15-minute increment.