

## TRANSPORTATION AGREEMENT

### RAYMOND SCHOOL DISTRICT

AND

### STUDENT TRANSPORTATION OF AMERICA

This Transportation Agreement ("Agreement") is made on March 22, 2019 by and between the Raymond School District (hereinafter referred to as the "School District"), and Dail Transportation / Student Transportation of America Transportation, Inc. of 103 Route 107, Epsom, NH (hereinafter referred to as the "Contractor").

#### CONTRACT TERM

The contract term for student transportation services will be for five (5) school years to commence on July 1, 2019, and terminate on June 30, 2024. The Contractor and the Administrator in Charge of Superintendent Services with the Raymond School Board shall in good faith negotiate the terms of compensation and length of said extension.

#### GENERAL CONDITIONS

1. The Contractor shall transport all of the School District's students to and from the elementary, middle and high schools, and shall transport high school students to and from morning and afternoon sessions at Seacoast School of Technology utilizing (9) buses. In addition, the Contractor shall transport middle and elementary school students from each school's after-school program; and students to and from the School District for extracurricular activities.
2. The Raymond School District reserves the right to make changes in bus routes, scheduling bus stops, drivers and student pick-up lists when such changes are in the best interest of the Raymond School District. Any such changes must be authorized by the School District.
3. The Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the Raymond town limits, the Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for the Contractor to respond quickly to emergencies requiring the immediate dispatch of buses. The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. The Contractor prior to signing the Contract must provide the School District either with evidence of ownership of a transportation terminal or a letter of intent to lease a facility.
4. The Contractor shall not assign or sublet the Contract unless approved in writing by the Raymond School Board and the action is in full compliance with all applicable directives and laws.
5. The School District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the School District if the Contractor does not perform the services specified or comply with the conditions of the Contract by, for example, providing working audio/video units on every bus every day, providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, the Contractor shall pay the

School District \$250.00 for each breach of the Contract relating to non-performance of services or non-compliance with conditions of the Contract. The liquidated damages shall be deducted from the School District's next payment to the Contractor. This provision does not apply to limit the School District's remedies in the event of third party claims which are subject to indemnity and/or additional insured protection.

6. The Contractor shall carry any and all such insurance with a company or companies satisfactory to the School District, which will protect the Contractor, the School District, and the School District's officers, employees, volunteers agents, and representatives, for any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses, compensation, and attorneys' fees including but not limited to any and all claims for personal injury and/or death and property damage including those caused by the negligent, intentional, or wrongful acts of the Contractor which may in any way arise, directly or indirectly from or out of the operations of the Contractor itself, anyone directly or indirectly employed by the Contractor or any other person or company retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of this Contract. The Contractor further agrees that the Raymond School Board, the Raymond School District, the School District's officers and employees, volunteers, agents and representatives, shall be named insureds in any and all such insurance policies required by virtue of this Contract; said School District is entitled to written notice twenty (20) days prior to cancellation of any such policy and said Contractor further agrees to defend, indemnify and save the Raymond School Board, the Raymond School District, and all of the officers, employees, volunteers, agents, and representatives of the School District harmless from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses, and compensation on account of or in any way growing out of any claims referred to above. Certificates of any and all such insurance shall be filed with the School District prior to the effective date of this Contract, and prior to the opening day of each school year covered under this Contract, and such insurances of the type and in the amounts as outlined below.

7. Liability for the Contractor's personnel while in the performance of duty under this contact shall be the responsibility of the Contractor. The School District shall not be held liable for any personnel in the employ of the Contractor. The Contractor shall provide proof of workers' compensation insurance meeting State of New Hampshire limits an providing employers' liability coverage.

8. In the event of a strike or any reason causing the interruption of services or operations, the Raymond School Board has the right, after notification in writing, to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor for each day of service not rendered. These deductions will be based upon 178 operating days.

9. This Contract is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, as aforesaid, that event shall not change the legal effect of any other clause of this Contract. The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service embraced in this Contract. Any suit, action or proceeding with respect to this Agreement will be brought to an appropriate court in Rockingham County and the parties accept the exclusive personal jurisdiction of those Courts for the purpose of any suit, action, or proceeding.

10. The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this Contract at Contractor's expense and provide proof of same to the

**School District.**

11. The Contractor must be familiar with and abide by applicable Raymond School Board Policies.

ECAF	Audio and Video Surveillance on School Buses.
EEA	Student Transportation Service.
EEAE	School Bus Safety Program.
EEAEA	Mandatory Drug and Alcohol Testing.
EEAEA-R	Drug and Alcohol Testing for School and Commercial Vehicle Drivers.
EEAF	Special Use of School Buses.
JICDA	Student Safety and Violence Prevention.

12. As part of this Contract, the Contractor agrees to transport on all days when the Seacoast School of Technology is in session, all students who attend the Seacoast School of Technology. Said transportation to the Seacoast School of Technology will consist of two round trips per day, taking the students from Raymond High School to the Seacoast School of Technology, waiting- at the school during the session, and returning with those students to Raymond High School at the end of the forenoon, before picking up a second group to be transported from the Raymond High School to the Seacoast School of Technology and returning with those students to Raymond High School in the afternoon of that day. Failure to do so will result in \$250 fine per instance under General Conditions, No. 5. These trips presently are incorporated into the regular daily transportation utilizing nine (9) buses; so long as additional buses or service is not required, there shall be no additional charge for these trips.

**Operations**

1. The School District is scheduled to operate schools for one hundred seventy-eight (178) days per year. The School District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the School District extend the days of operation beyond one hundred seventy-eight days (178), the Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of services.
2. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.
3. The Contractor agrees to conduct bus evacuations for all students twice per school year. Such drills will be scheduled by the Contractor and be conducted at a time that will not conflict with regular bus route operations. The Contractor will provide all drivers with specific training in bus evacuation procedures.
4. All drivers will be appropriately licensed by the State of New Hampshire to operate vehicles assigned and meet state and federal regulations on any and all appropriate qualifying testing, including drug and alcohol testing as per Raymond Policy EEAEA-R: Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers, cost of such to be incurred by the Contractor.
5. The school bus shall be driven at all times by a person who is twenty-one (21) years of age or older,

of good character and approved in advance by the Administrator in Charge of Superintendent Services and the New Hampshire Department of Safety. The school bus driver must be approved annually prior to the opening of school and must provide a medical certificate showing satisfactory physical condition complying with NH RSA 200:37.

6. The Contractor shall report any accident involving student transportation to the Administrator in Charge of Superintendent Services or his/her designee as soon as possible but not later than twenty-four hours from the time of the accident. The Contractor must submit a detailed written report to the Administrator in Charge of Superintendent Services or his/her designee as soon thereafter as possible and not later than three (3) days after the date of such accident

7. The Contractor will provide training to all drivers employed under this Contract in conformance with federal and State Statutes and regulations as part of the Contract and will not seek additional payment therefore. The Contractor must maintain current, accurate records documenting the training of each driver. The Contractor must make these records available for inspection upon request by the School District.

8. The School District reserves the unilateral right to prohibit a driver whom it determines is unsuitable, for any reason, from providing further services under the Contract with the School District. The School District may also unilaterally determine the routes and pick-up points for all students to be transported. The School District agrees to consult with the Contractor prior to prohibiting a driver from providing services under Contract and changing a route/pick-up, and will document that decision to the Contractor in writing.

9. The Contractor shall allow bus monitors to ride on school buses when the School District deems it necessary. Monitors shall be employees of the Contractor. The School District reserves the right for its duly authorized representatives to inspect any and all of the buses and their operations, by riding as passengers on buses provided by the Contractor, or by other reasonable means.

10. The Contractor agrees to seek information for emergency situations on forms supplied by the Contractor and completed by the parents to accompany each student on the vehicles carrying them to assure proper medical attention in the case of an emergency. The School District agrees to cooperate in obtaining this information.

11. The School District and the Contractor and/or the Raymond School Board, in conjunction with each other, agree to establish a standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the Contract, subject to addition or deletion of riders or modification by the School District.

12. The Contractor in agreement with the Administrator in Charge of Superintendent Services or his/her designee will make all decisions relative to the closing of the transportation system for weather related problems, subject to a set of policies to be adopted jointly with the School District.

13. The Contractor will make every attempt to minimize the amount of time students will spend on each vehicle subject to the limitations in Operations, No. 14. However, when increasing student numbers to decrease per student expenses, it is necessary to also increase time spent on the vehicles. The Contractor and School District will meet to determine if and when additional or fewer vehicles will be added at additional costs, or reductions to address this potential problem.

14. The Contractor shall provide a sufficient number of buses such that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.

15. No commercial merchandise shall be carried on any bus route.

16. At the discretion of the School District, the Contractor shall provide one or more 83-person buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity.

The School District will pay the Contractor a separate amount for this transportation as specified in Schedule A. It is to be specifically understood and agreed that the School District is under no obligation to use the buses of the Contractor for field trips or co-curricular trips. The School District, at its sole discretion, may contract with other bus contractors.

17. On any day the number of buses transporting students falls below ninety percent (90%) of the daily contracted fleet, an adjustment would be made by the Contractor from its daily invoicing rate.

#### Vehicle Requirements

1. The Contractor will provide an adequate number of eighty-three (83) passenger transit style buses, plus an adequate number of spare buses (based on route/pick-up needs). Every bus will be equipped with a working audio/video unit, automatic transmission, and power assisted service door. If the School District so chooses, and notifies the Contractor on or before July 10 of each school year during the life of the Contract, the School District may require the Contractor to add or subtract one or more of the eighty-three (83) passenger buses from the buses stipulated above for that school year. The cost for adding or subtracting each bus shall be added or subtracted from the prices stipulated in this Contract.

Audio/video tapes will be made available to School District within 24 hours of request. If an audio/video tape is not provided, Contractor shall pay School District \$250 for each instance per General Conditions, No. 5.

2. At no time during the Contract will a vehicle be more than ten (10) years old. Vans shall not be used in lieu of buses.

3. The Contractor agrees to provide back-up vehicles in case of emergency breakdowns which have a manufacturer date no earlier than 10 years old at any time.

4. The Contractor will provide at its sole expense all supplies required under the Contract including diesel, gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. The Contractor will provide these materials to meet individual safety and transportation needs of students as required by the School District.

5. The Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle.

6. The Contractor must 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 the Contractor, and made available to the School District on demand.

7. The Contractor shall maintain a regular schedule for servicing all vehicles which shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Records of maintenance activities shall be maintained by the Contractor, and made available to the School District on demand. The Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of the Contractor.

8. Snow tires or all-weather treads shall be required on all buses during the winter months (October- April).

9. No bus shall transport students in excess of its rated capacity, as set forth by state and federal laws and regulations.

10. When traveling on school grounds, bus drivers shall follow the traffic patterns established by the School District.

11. The Contractor will install a system of communication (non-CB 2-way Radio) with sufficient capacity for communication between each bus and the Contractor's dispatch terminal in each vehicle to assist with efficient and safe operation of the vehicles. The Contractor will monitor radio transmission through a dispatch base during the normal business hours.

12. All buses under Contract for daily transportation of students must bear "Raymond School District" on both sides and shall be used solely for transporting assigned students during the entire year.

#### Driver and Monitor Requirements

1. All bus drivers are to have a commercial driver's license with a school bus endorsement, as required by state and federal laws and regulations.

2. All bus drivers shall meet minimum age requirements consistent with state and federal laws and regulations but must be 21 years of age or older.

3. The Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal laws and regulations and Raymond School Board Policy. The Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the employee beginning employment, but the Contractor may employ the operator on a provisional basis until the results of the criminal record check are received from the State of New Hampshire. The School District has the unilateral right to require the Contractor to remove any bus driver, monitor and/or other employee.

4. Bus drivers and monitors may not use any tobacco products while on the bus or while on School District property.
5. Bus drivers are to submit certificates of physical examination or physical condition as required in RSA 200:37.
6. The Contractor shall be required to maintain and furnish the following information on each driver to the School 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 number of current commercial driver's license/school bus certificate. g. Bus and route assignments
  - h. Evidence of satisfactory reference
  - i. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a
7. All bus drivers and monitors will enforce reasonable rules of behavior as required by the School District and the Contractor. Operators shall report in writing to the School District, on a form provided by the School District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
8. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the School District.
9. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
10. A driver shall make certain that all children are seated and the aisle is clear before moving the bus at each bus stop.
11. A driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.

#### Contract Terms

1. The base contract year is the school year calendar for 178 days. Summer transport will be quoted separately.
2. In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the Raymond School District may terminate this Contract by written notice within thirty (30) days of adoption of the School District budget for the fiscal year in question, and the Contract shall be terminated effective immediately.
3. The Contractor agrees to pay all taxes and fees incurred in the registration of

the vehicles and to maintain the registration of the vehicles for the duration of the Contract.

4. The annual contract sum set forth on Schedule A shall be paid by the School District in ten equal monthly installments commencing on September 1 and then payable on the first of each month thereafter through June. Payments for additional trips and added days shall be submitted by the Contractor on a monthly basis and paid by the School District within thirty days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year.

5. The Contractor will maintain workers compensation insurance for all employees engaged in the performance of the terms of this Contract meeting State of New Hampshire workers' compensation limits and providing employer's liability coverage. Prior to the commencement of the Contract, the Contractor shall provide the School District with proof of same.

6. The Contract may be terminated by the School District for unsatisfactory performance. In such case the School District shall give written notice to the Contractor citing the unsatisfactory performance, giving the Contractor ten (10) school days to improve its performance to the satisfaction of the School District. If the performance of the Contractor does not improve to the satisfaction of the School District, the School District may immediately terminate the Contract with the Contractor.

7. In the event of a contractual termination the School District reserves the following option: The School District may employ another carrier to complete the terms of this Contract. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the School District. Under this option the Contractor will be required to indemnify the School District for any loss the School District sustains arising out of lack of performance of this Contract by the Contractor.

8. The School District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default, or in the event the Contractor forecloses for any reasons, the School District shall have the right to exercise the option as set forth above, Contract Terms, No.7.

9. The School District shall have the right to terminate the Contract on thirty (30) days written notice, without further financial obligation, if conditions arise making the transportation of School District pupils unnecessary.

10. Any termination of the Contract by the School District shall be without cost or penalty to the School District. The School District shall be liable to the Contractor only for the amounts due the Contractor as of the date of termination.

11. The Contractor shall not have the right to assign the Contract to any other person, firm or corporation without School District approval.

12. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees to defend, hold harmless, and indemnify the Raymond School District, its officers, agents and employees, volunteers, and representatives from and against all claims, damages, judgments, liabilities, losses, costs or injuries or



expenses including attorney's fees to any person or firm or any other damages arising directly or indirectly out of the actions of the Contractor, its officers, agents, employees, volunteers and representatives in fulfilling the terms of its contract with the School District including those caused by the negligent, intentional, or wrongful acts or omissions of the Contractor or any one person or company directly or indirectly employed by the Contractor or retained in any way by the Contractor to carry on all or a portion of the operations necessary to abide by the terms of the Contract.

13. The Contract documents shall consist of:

- "Request for Proposals -School Bus Transportation Services"
- All documents submitted by the Contractor in satisfying the request for proposals
- Signed contractual agreement executed in a form approved by the Raymond School Board
- Schedule A
- Raymond School Board Policies:
  - ECAF - Audio Video Surveillance on School Buses
  - EEA - Student Transportation Services
  - EEAE - School Bus Safety Program
  - EEAEA -Mandatory Drug and Alcohol Testing
  - EEAEA-R- Drug and Alcohol Testing for School Bus & Commercial Vehicle Drivers
  - EEAF -Special Use of School Buses
  - IICDA - Student Safety and Violence Protection

14. The Contractor is an independent contractor. No employee of the Contractor shall be considered to be an employee of the School District. The Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all of its officers, employees, volunteers, agents and representatives.

15. The insurance and indemnification obligations shall survive termination of this Contract.

RAYMOND SCHOOL DISTRICT

SCHOOL TRANSPORTATION BID FORM

(This form becomes "Schedule A" upon signature of a contract)

The undersigned agrees to furnish student transportation as described in the specifications of the Raymond School District Request for Proposals, due December 19, 2018, at the following costs:

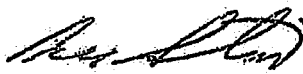
	Year One 2019-20	Year Two 2020-21	Year Three 2021-22	Year Four 2022-23	Year Five 2023-24
Total cost for providing daily transportation services for nine (9) District buses	<u>512,131</u>	<u>535,176</u>	<u>559,259</u>	<u>576,037</u>	<u>593,318</u>
Cost for extra-curricular and/or athletic trips					
a. Cost per mile	<u>2.45</u>	<u>2.50</u>	<u>2.50</u>	<u>2.55</u>	<u>2.55</u>
b. Cost per hour	<u>28.25</u>	<u>29.00</u>	<u>29.75</u>	<u>30.50</u>	<u>31.25</u>
Cost for Kindergarten and After-School Programs					
a. Cost per trip	<u>79.00</u>	<u>81.50</u>	<u>84.00</u>	<u>86.50</u>	<u>89.00</u>

CONTRACTOR: Dail Transportation, Inc - Student Transportation of New Hampshire

103 Route 107

Epsom, NH 03234

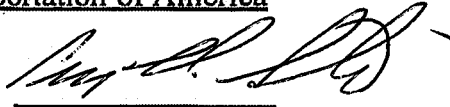
AUTHORIZED SIGNATURE:



Gregg Stinson

Student Transportation of America

Agreed to By:



Name/Title: Gregg Stinson  
V.P Operations -NNE  
Student Transportation of America

Date:

Raymond School District

Agreed to By: Maquie Whitmore

Name/Title: Maquie Whitmore, Business Administrator  
Administrator in Charge of Superintendent Services Raymond School  
District

Date: 3/20/19



**AGREEMENT FOR THE TRANSPORTATION OF PUPILS**

This **AGREEMENT FOR THE TRANSPORTATION OF PUPILS**, hereinafter referred to as the "AGREEMENT", is made and entered into this 18<sup>th</sup> day of April, 2017, by and between **RAYMOND SCHOOL DISTRICT SAU #33**, with a principal office located at 43 Harriman Hill Road, Raymond, NH 03077, hereinafter referred to as "District", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware limited partnership, with its principal office located at 4300 Weaver Parkway, Warrenville, Illinois 60555, hereinafter referred to as "Contractor."

1. Scope of Services.

- a. Contractor shall provide pupil transportation services to District which includes, but are not limited to, transporting students; providing equipment, storage and maintenance thereof; providing employees to perform such services; and administrative, supervisory and operational services required thereby ("Work") at the rates set forth on Schedule A.
- b. The District is scheduled to operate schools for one hundred eighty (180) days per year. The District reserves the right to cancel or delay school days based on inclement weather or other emergencies. Should the District extend the days of operation beyond one hundred eighty (180) days, Contractor shall be required to perform the additional transportation services, and will receive additional compensation based on the daily rate of service. Should the school year be less than one hundred eighty (180) school days, Contractor's compensation shall be reduced based on the daily rate of service.
- c. Contractor agrees to transport students for any and all extended school year services as required for each individual student, including to/from tutorials, both in and out-of-district, which may extend beyond the standard one hundred eighty (180) day school year. The allowance for these transportation needs will be negotiated between the District and Contractor in June of each contract year.
- d. Contractor shall maintain a maintenance and dispatch terminal sufficient to service the needs of the buses and drivers. While the terminal is not required to be located within the Raymond town limits, Contractor must be able to demonstrate that the location of the terminal will not jeopardize the timely delivery of services, or the ability for Contractor to respond quickly to emergencies requiring the immediate dispatch of buses to a school(s). The maintenance facility shall comply with all EPA, local, state and federal laws and regulations. Prior to signing this Agreement, Contractor shall provide the District with either evidence of ownership of a transportation terminal or a signed lease for a transportation terminal that meets the requirements of this provision.

2. Contract Sum. The annual contract sum shall be paid in ten (10) equal monthly installments commencing on September 1 and then payable on the first of each month thereafter through June. Payments for additional trips and added days shall be submitted by Contractor on a monthly basis and paid by the District within thirty (30) days of receipt. Adjustments (and subsequent billings) based on an increase or decrease of services will be made by June 30 of the school year. In the event undisputed sums due and payable are not received within thirty (30) calendar days, a late charge of 1.5% per month of the outstanding balance will be assessed upon the account.

3. Change in Law. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference in the event there are changes in the requirements of the District (such as major enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Bus Service hereunder during the term of the Agreement, Contractor, upon written notice to District, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such

renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon thirty (30) days' notice.

4. Term. The term of this Agreement shall be for a period of five (5) years beginning July 1, 2017 and terminating on June 30, 2022. This Agreement shall be renewable for two (2) additional terms of one (1) year each, at the option and mutual written agreement of both parties, taking into consideration Contractor's performance under this Agreement and cost negotiations, and subject to applicable statutes and regulations.
  
5. Contract Documents. The contract documents shall consist of:
  - "Request for Proposals - School Bus Transportation Services"
  - All documents submitted by Contractor in satisfying the request for proposals
  - This signed Agreement
  - Schedule A
  - Raymond School Board Policies:
    - ECAF Audio and Video Surveillance on School Buses
    - EEA Student Transportation Services
    - EEAE School Bus Safety Program
    - EEAEA Mandatory Drug and Alcohol Testing
    - EEAEA-R Drug and Alcohol Testing for School Bus & Commercial Vehicle Drivers
    - EEAF Special Use of School Buses
    - JICDA Student Safety and Violence Protection
  
6. Permits and Licenses. Contractor, its employees, and its agents shall secure and maintain at Contractor's sole expense valid permits, licenses, and certifications as required by law to perform services required by this Agreement.
  
7. Insurance.
  - a. Contractor shall carry any and all such insurance with a company or companies satisfactory to the District, which will protect Contractor, the District, and the District's officers and employees, from any and all claims and demands, actions and causes of actions, damages, costs, loss of service, expenses and compensation, including but not limited to any and all claims for personal injury and/or death and property damage which may in any way arise from or out of the operations of Contractor itself, anyone directly or indirectly employed by Contractor or any other person or company retained in any way by Contractor to carry on all or a portion of the operations necessary to abide by the terms of this agreement.
  - b. Contractor further agrees that the Raymond School Board, the Raymond School District, and the District's officers, agents, employees, and volunteers shall be listed as additional insureds in any and all insurance policies required by this Agreement. The District is entitled to written notice thirty (30) days prior to cancellation of any such policy.
  - c. To the fullest extent of the law, Contractor further agrees to defend, indemnify, and save the Raymond School Board, the Raymond School District, and all of the officers, agents, employees, and volunteers harmless from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses, and compensation on account of or in any way arising out of any claims referred to in Paragraph 6(a) of this Agreement unless such claims arise out of negligence of the District.
  - d. Certificates of any and all required insurance and policy endorsements shall be filed with the District prior to the effective date of this Agreement, and prior to the opening day of each school year covered by this Agreement. The insurance shall be in the minimum amount of five million dollars (\$5,000,000) for combined general and auto liability insurance on account of any one accident involving any bus or driver with no exclusion for sex abuse or molestation.

- e. Contractor shall maintain workers compensation for all employees performing services under this Agreement in the amounts required by law.
8. Hold Harmless Agreement. To the fullest extent permitted by law, Contractor shall hold harmless and indemnify the District, its School Board, officers, agents, employees, and volunteers from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under this Agreement. Contractor's indemnification obligations apply unless claims or damages arise out of negligence of the District.
9. Safety Program.
  - a. Contractor shall provide formal safety instruction on a regular basis for all personnel assigned to perform services under this Agreement.
  - b. Contractor shall conduct bus evacuations for all students twice per school year. The drills will be scheduled by Contractor and be conducted at times that will not conflict with regular bus route operations. Contractor will provide all drivers with specific training in bus evacuation procedures.
  - c. Contractor agrees to seek information for emergency situations from parents to accompany each student on the vehicle to assure proper medical attention in the case of an emergency, on forms supplied by Contractor. The District agrees to cooperate in obtaining this information.
10. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent contractor, and neither Contractor, its employees or agents shall be considered to be an officer, agent, or employee of District. Contractor alone shall be responsible for the acts, omissions, conduct, and/or control of any and all personnel in its employ.
11. Assignments. Contractor may not assign or transfer any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the District. Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise District of such assignment or transfer.
12. Subcontracting. Contractor will not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of District.
13. Routing and Scheduling.
  - a. Prior to the start of any service under this Agreement, District and Contractor shall cooperatively establish standard route(s) and time(s) of program initiation and termination which will remain standard during the term of the Agreement, subject to addition or deletion of riders.
  - b. If, at any time during the term of this Agreement, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, District and Contractor shall plan and institute such changes jointly.
  - c. The District reserves the unilateral right to make changes in bus routes, scheduling, bus stops, drivers, and student pick-up points for all students transported. The District agrees to consult with Contractor on changing a route/pick-up and will document its decision in writing to Contractor.
  - d. All students which the District places out-of-district will be transported by Contractor in state approved vehicles on routes, which to the extent possible, also serve students from other districts. Contractor agrees

to provide the District with reasonably priced daily out-of-district charges based on joint ridership of Contractor's vehicle with students from other districts.

- e. Contractor and the District agree to negotiate in good faith cost additions or reductions for changes in pupil population or placements.

14. Contractor's Personnel.

- a. Contractor shall employ a sufficient number of regular and substitute drivers to perform the services required by this Agreement.
- b. Contractor shall be solely responsible for hiring, discharging, payment, and the conduct of its employees.
- c. All bus drivers shall have a commercial driver's license with a school bus endorsement, as required by state and federal laws and regulations. All drivers must meet all appropriate qualifying testing, including drug and alcohol testing per Raymond Policy EEAEA-R: Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers. Contractor shall be solely responsible for the costs of all driver licenses and testing.
- d. All bus drivers shall meet minimum age requirements consistent with state and federal laws and regulations but must be 21 years of age or older.
- e. Contractor shall maintain drug screening protocols, and conduct criminal record checks on all drivers, monitors and/or other employees, and maintain employment records of these activities as required by state and federal laws and regulations and Raymond School Board Policy. Contractor must submit a criminal record request with fingerprints on a driver, monitor and/or other employee prior to the driver performing services for the District under this Agreement, but Contractor may employ an individual on a provisional basis until the results of the criminal record check are received from the State of New Hampshire.
- f. Each driver must be approved annually by the District prior to the opening of school.
- g. The District reserves the unilateral right to remove any driver, monitor, and/or other employee from providing further services under this Agreement, when it determines it is in the best interest of the District. The District agrees to consult with Contractor prior to prohibiting a driver from providing services under this Agreement and will document that decision to Contractor in writing. Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law.
- h. Bus drivers, monitors, and/or other employees may not use any tobacco products while on the bus or while on District property.
- i. Bus drivers are to submit certificates of physical examination or physical condition as required by RSA 200:37.
- j. Contractor shall be required to maintain the following information on each driver and to provide the information to the District upon request:
  - 1. Name of driver
  - 2. Residence address
  - 3. Telephone number
  - 4. Certificate of physical examination
  - 5. Record of previous driving experience
  - 6. Date and number of current commercial driver's license/school bus certificate



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7. Bus route and assignments
  8. Evidence of satisfactory references
  9. Proof of background check through appropriate law enforcement agencies as defined in RSA 189:13-a
- k. Contractor shall provide bus monitors to ride on school buses when the District deems it necessary. Monitors shall be employees of Contractor.
  - l. All bus drivers and monitors will be of good health, reputable character, and exhibit an ability to work cooperatively with students and members of the public.
  - m. All bus drivers and monitors will enforce reasonable rules of behavior as required by the District and Contractor. Operators shall report in writing to the District, on a form provided by the District, the names and offenses of students who fail to abide by the expected rules of behavior on the bus.
  - n. No driver or monitor will allow children to leave the bus except at scheduled stops unless authorized by the District.
  - o. Drivers are to remain on the bus at all times when children are on board except as relieved by an authorized adult.
  - p. At each bus stop the driver shall make certain that all children are seated and the aisle is clear before moving the bus.
  - q. The driver does not have the authority to refuse transportation to any eligible child, nor does a driver have the authority to remove a child from the bus.
  - r. Contractor will provide training to all drivers and monitors employed under this Agreement in conformance with federal and state statutes and regulations at its sole expense without additional payment from the District. Training should include, but not be limited to, Bully Training and CPI Training. Contractor must maintain current, accurate records documenting the training of each driver and monitor. Training records will be available for inspection upon request by the District. Each driver and monitor will receive specialized training from Contractor on an annual basis in transporting and handling students with disabilities.
  - s. The District's duly authorized representatives shall have the right to inspect any and all of the buses and their operations, by riding as passengers on buses or by other reasonable means.
  - t. All bus drivers must be available on one (1) hour notice for early closing of one or more schools due to emergency/weather and one (1) day notice for early closing of school for other activities.
  - u. If Contractor knows or should have known that a driver assigned by Contractor to perform services under this 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, date of violation or crime, and nature of violation or crime.
15. Records Keeping and Accident Reports.
- a. Contractor shall provide the District access to any and all records related to the provision of services under this Agreement and kept in the ordinary course of business within thirty (30) days of District's written request for such records. District shall maintain the confidentiality of Contractor's records to the extent permitted by law.

- b. Contractor shall report any accident involving student transportation to the Superintendent of Schools or his/her designee as soon as possible but not later than twenty-four (24) hours from the time of the accident. Contractor shall submit a detailed written report to the Superintendent of Schools or his/her designee as soon thereafter as possible but not later than three (3) days after the date of such accident.

16. Equipment Requirements.

- a. Contractor shall provide a sufficient number of buses so that no student will spend more than one (1) hour in transit during the morning and one (1) hour during the afternoon.
- b. Contractor will make every attempt to minimize the amount of time which students will spend on each vehicle. However, when increasing student numbers to decrease per student expenses, it may be necessary to also increase time spent on the vehicles. Contractor and the District will meet to determine if and when additional or fewer vehicles will be needed at additional costs or reductions to address this potential problem.
- c. Contractor agrees to provide ten (10) van type buses with capacity for two (2) wheelchairs plus seating space for eight (8) others, and two (2) van type buses with seating for fourteen (14). In addition, Contractor will ensure that all vehicles have necessary equipment to transport students based on individual student needs. Contractor shall provide all vehicles which shall not be more than five (5) years old by the end of each contract year. If, at a future point, additional capacity and/or equipment is determined to be necessary, Contractor and the District agree to meet to discuss the options, and cost(s) if appropriate, available at that time.
- d. All buses supplied under this Agreement shall be approved school buses, as defined by applicable statutory or administrative codes within the state in which District operates.
- e. Contractor agrees to pay all taxes and fees incurred in the registration of the vehicles and to maintain the registration of the vehicles for the duration of the Agreement.
- f. Contractor will equip each vehicle with (a) school bus sign; (b) a set of reflective highway flares; (c) chocks; (d) an emergency medical kit; and (e) a fire extinguisher appropriate for the vehicle. Contractor agrees to equip vehicles with lifts, buckle restraints, car seats and other specially designed equipment as necessary to transport children with a range of disabling conditions.
- g. Contractor must 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. Contractor shall maintain records of such inspections and make the records available to the District upon request.
- h. Contractor shall maintain a regular schedule for servicing all vehicles which shall include, but not be limited to oil, grease, tires, battery, brakes, all equipment related to wheelchair accessibility, and all safety appliances and accessories. Contractor shall maintain records of maintenance activities, and make the records available to the District upon request. Contractor shall be solely responsible for all maintenance costs which shall be non-reimbursable expenses of Contractor.
- i. Contractor shall provide at its sole expense all supplies required under the Agreement including gasoline, oil, automotive fluids, etc., as well as paper towels, tissues, and other necessities for the comfort, convenience and safety of the students. Contractor shall provide materials to meet individual safety and transportation needs of students as required by the District.

## Raymond School District SAU #33

- j. Snow tires or all-weather treads shall be required on all buses during the winter months (October-April). Chains may be provided at the discretion of Contractor. Contractor shall not use any retread tires on any bus at any time.
  - k. Contractor shall not transport students in excess of a bus's rated capacity, as set forth by state and federal laws and regulations.
  - l. When traveling on school grounds, buses shall follow the traffic patterns established by the District.
  - m. Contractor shall install a system of communication (non-CB two-way radio) with sufficient capacity for communication between each bus and Contractor's dispatch terminal to assist with efficient and safe operation of the vehicles. Contractor shall monitor radio transmission through a dispatch base during normal business hours.
  - n. No commercial merchandise shall be carried on any bus route.
  - o. At the discretion of the District, Contractor shall provide one or more 84-person buses on any particular day or night to transport pupils to and from field trips and co-curricular activities in other communities. The buses will wait at the site for the duration of the activity. The District will pay Contractor a separate amount for this transportation. The District is under no obligation to use the buses of Contractor for field trips or co-curricular trips. The District, at its sole discretion, may contract with other bus contractors.
  - p. On any day the number of buses transporting students falls below ninety percent (90%) of the daily contracted fleet, the contract amount will be reduced. Contractor must make the adjustment in its daily invoicing rate.
  - q. Contractor shall provide spare buses of appropriate sizes which meet all requirements for regular buses. Contractor shall locate spare buses at points close enough to District so they may be substituted for regularly assigned buses, if needed, without delay.
  - r. Contractor shall ensure that all buses used for daily transportation of students under this Agreement bear "Raymond School District" on both sides and shall use those buses solely for transporting assigned students during the entire year. Contractor shall not use these buses at any time for any other purpose.
17. Video cameras shall only be installed on Contractor's buses in accordance with state law and District policy. Contractor shall prominently display a sign in each vehicle informing occupants that audio and video recordings are occurring, as required by RSA 570-A:2, II(k) and District policies. Contractor shall comply with the requirements of the District's policy on the retention, ownership, and review of all recordings.
18. Fuel. Fuel shall be paid for and provided by Contractor. This Agreement does not include a fuel escalation provision.
19. Weather Closings. Contractor shall make all decisions relative to the closing of the transportation system for weather related problems, subject to a set of policies to be adopted jointly with the District.
20. Termination of Agreement.
- a. The Agreement may be terminated by the District for unsatisfactory performance. In such case, the District shall give written notice to Contractor of intention to terminate citing the unsatisfactory performance, giving Contractor thirty (30) school days to improve its performance to the satisfaction of the District. If the performance of Contractor does not improve to the satisfaction of the District, the District may upon the expiration of the thirty (30) days terminate this Agreement.

- b. The 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.
- c. In the event of termination, the District may employ another contractor to complete the terms of this Agreement. Contractor shall be responsible for any extra or additional expense or damages suffered by the District. Contractor shall also indemnify the District for any loss the District sustains arising out of Contractor's lack of performance of this Agreement.

- 21. Termination for Lack of Funding. In the event that sufficient funds are not appropriated for school transportation services in the next succeeding fiscal year, the District may terminate this Agreement by written notice within thirty (30) days of adoption of the District budget for the fiscal year in question, and the Agreement shall be terminated effective immediately without further financial obligation. In the event funding is restored, Contractor shall have the right of first refusal to resume providing services to District in accordance with the Agreement.
- 22. Termination for Convenience. The District shall have the right to terminate this Agreement upon ninety (90) days written notice, without further financial obligation, if conditions arise making the transportation of District pupils unnecessary.
- 23. Termination Remedies. Any termination of the Agreement by the District shall be without cost or penalty to the District. The District shall be liable to Contractor only for amounts due Contractor as of the date of termination as Contractor's sole remedy.
- 24. Notices. Notices to either party to this Agreement shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:

DISTRICT: Raymond School District  
43 Harriman Hill Road  
Raymond, NH 03077

CONTRACTOR: Durham School Services, L.P.  
Attn: Contract Administrator  
4300 Weaver Parkway  
Warrenville, Illinois 60555  
Telephone: (630) 821-5400

- 25. Force Majeure. Contractor shall be excused from performance hereunder, and District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, state of emergency, terrorism, epidemic or quarantine which is beyond the control of Contractor.

In the event Contractor is unable to provide transportation services for the reasons described in this paragraph and the District takes over buses during a Force Majeure event, the District shall insure that the drivers are properly licensed and the District must carry the same insurance as required by Contractor. Contractor shall inform the District when Contractor is able to resume its regular operations.

- 26. Strike. In the event of a strike or any reason causing the interruption of services or operations, the District has the right, after notification in writing to Contractor, to secure such other transportation as may be necessary and charge the excess cost of same to Contractor for each day of service not rendered. These deductions will be

based upon one hundred eighty (180) operating days and may be deducted from any payments due to Contractor.

27. Compliance with Law. This Agreement is made subject to all laws of the State of New Hampshire. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause. However, if any clause shall become void, that event shall not change the legal effect of any other clause of this Agreement. Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state, and municipal laws, ordinances, rules and regulations in any manner affecting the service in this Agreement.
28. Compliance with District Policies. Contractor must be familiar with and abide by the following Raymond School Board Policies:
  - ECAF Audio and Video Surveillance on School Buses
  - EEA Student Transportation Services
  - EEAE School Bus Safety Program
  - EEAEA Mandatory Drug and Alcohol Testing
  - EEAEA-R Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
  - EEAF Special Use of School Buses
  - JICDA Student Safety and Violence Prevention
29. Choice of Law. This Agreement shall be governed by the laws of the State of New Hampshire without regard to its conflict of laws principles.
30. Severability. In the event any provision of this Agreement is determined to be illegal or void, the remainder of this Agreement shall remain in full force and effect.
31. Amendments. Changes to this Agreement may only be made by written amendment mutually agreed to by the parties.
32. Attorney's Fees. If any legal action is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded.
33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Agreement between the parties. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
34. Liquidated Damages. The District and Contractor recognize the expense and difficulties in proving the actual loss suffered by the District if Contractor does not perform the services specified or comply with the conditions of the Agreement by, for example, providing timely buses or the required number of buses and/or drivers. Accordingly, instead of requiring such proof, Contractor shall pay the District \$250.00 for each violation of the contract. The liquidated damages shall be deducted from the District's next payment to Contractor. District must notify the General Manager (of the contractor location that performs the services) in writing (email to General Manager is acceptable) within ten (10) school days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within thirty (30) days of its occurrence. No liquidated damages shall be assessed during the first thirty (30) days of any Agreement school year. Failure to timely notify or assess shall relieve Contractor of its obligation to pay liquidated damages for such occurrence.
35. Survival. The insurance and indemnification obligations shall survive termination of this Agreement.

Raymond School District SAU #33

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date written above.

DURHAM SCHOOL SERVICES, L.P.

RAYMOND SCHOOL DISTRICT  
SAU #33

By: Durham Holding 11, L.L.C.,  
Its general partner

By: [Signature]

Name: Gary Waits

Title: CFO

Date: 4/7/17

By: [Signature]

Name: RONALD BRICKETT

Title: BUSINESS ADMINISTRATOR

Date: 4/18/17

RAYMOND SCHOOL DISTRICT  
 SPECIAL NEEDS TRANSPORTATION BID FORM  
 (This form becomes "Schedule A" upon signature of a contract.)

The undersigned agrees to furnish student transportation as described in the specifications of the Raymond School District Request for Proposals, due November 30, 2016, at the following costs:

	Year One 2017-18	Year Two 2018-19	Year Three 2019-20	Year Four 2020-21	Year Five 2021-22
Base price for providing daily transportation services as per specifications	<u>\$207.50</u>	<u>\$210.61</u>	<u>\$213.77</u>	<u>\$220.18</u>	<u>\$226.79</u>
Cost for curricular and/or athletic trips					
a. Cost per mile	<u>\$2.13</u>	<u>\$2.16</u>	<u>\$2.19</u>	<u>\$2.26</u>	<u>\$2.33</u>
b. Cost per hour	<u>\$29.26</u>	<u>\$29.70</u>	<u>\$30.15</u>	<u>\$31.05</u>	<u>\$31.98</u>
Hourly rates for Monitors	<u>\$16.58</u>	<u>\$16.83</u>	<u>\$17.08</u>	<u>\$17.59</u>	<u>\$18.12</u>

\*Out-of-District prices are to be negotiated separately.

CONTRACTOR: Durham School Services, L.P.  
4300 Weaver Parkway, Warrenville, IL 60555  
Phone: (630) 821-5400, Fax. (630) 821-5385