

N. NEW BUSINESS
11.

JEAN BRIGGS BADGER
Superintendent

MICHAEL LIMANNI
Business Administrator



SCHOOL ADMINISTRATIVE UNIT #11
McCONNELL CENTER
61 LOCUST STREET SUITE 409
DOVER, NEW HAMPSHIRE 03820-4132
TEL (603) 516-6800
FAX (603) 516-6809

THE DOVER SCHOOL DISTRICT
MEMORANDUM

TO: Members Dover School Board & Superintendent
FROM: Michael A. Limanni, Business Administrator
DATE: April 8, 2013
RE: Extended In-District Bus Contract

June 30, 2013 will mark the completion of a 1 year contract extension with First Student, Inc. At the request of the School Business Office to provide savings for the FY14 budget proposal, First Student LLC has provided the attached 1 year contract extension with a 2 year option, limiting their FY14 increase to 1%. For fiscal years 2015 and 2016, First Student will be capping the increase not to exceed 2%. First Student currently provides in-district transportation services for the majority of our students.

I recommend the School Board's approval to sign the attached contract amendment, extending the District's contract with First Student for one more year for a total cost of \$1,049,458 with the proposed 2 year option.

Dover School District Mission Statement

Strengthening our community by educating every child, every day!

**ADDENDUM TO EXTEND PUPIL
TRANSPORTATION SERVICES AGREEMENT BETWEEN DOVER SCHOOL DISTRICT AND FIRST
STUDENT, INC.**

THIS AMENDMENT is made by and between DOVER SCHOOL DISTRICT with principle offices at 61 Locust Street, Dover NH hereinafter called "DISTRICT" and FIRST STUDENT, INC. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 51 Lowell Road, Salem, NH 03079, hereinafter called "CONTRACTOR" and collectively called "Parties."

WHEREAS, the parties entered into that certain Transportation Services Agreement dated May 01 2007, as amended (hereinafter, the "Agreement"); and all contingencies placed upon the bid specifications, and

WHEREAS, the parties desire to further extend the term of the Agreement and amend certain portions thereof;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM** The term of the Agreement shall extend for one (1) additional year with two (2) optional years commencing with the opening of the 2013 - 2014 school year and ending in June 2016.
2. **COMPENSATION** Commencing with the 2013 -2014 school year, the rates of compensation payable hereunder during the ensuing Contract Year shall be set forth in Exhibit "A" and are based on current number of routes.
3. **INDEMNIFICATION** CONTRACTOR agrees to indemnify, hold harmless and defend DISTRICT, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of CONTRACTOR in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of DISTRICT, its agents or employees.
4. **PERSONNEL** All drivers used in performance of this Agreement shall be CONTRACTOR employees. CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder. However, DISTRICT shall have the right to request CONTRACTOR to remove from service to the 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.
5. **ASSIGNMENT** The CONTRACTOR may assign the Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.
6. **FORCE MAJUERE** In the event CONTRACTOR is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond CONTRACTOR's control or any other force majeure clause as defined by state law, DISTRICT shall excuse CONTRACTOR from performance under this Agreement.
7. **NOTICE TO PARTIES** All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed to:

DOVER SCHOOL DISTRICT
61 Locust Street
Suite 409
Dover NH, 03820
Attention: Business Administrator

Notices to CONTRACTOR shall be addressed to:

FIRST STUDENT, Inc.
51 Lowell Road
Salem, NH 03079
Attention: Area General Manager

With a copy to:

General Counsel
FirstGroup America, Inc.
600 Vine Street
Suite 1400
Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

DOVER SCHOOL DISTRICT

By: _____

Title: _____

ATTEST:

By: _____

FIRST STUDENT, INC.

By: _____

Title: _____

ATTEST:

By: _____