

STUDENT TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT (hereafter "this Agreement") is made effective for all purposes in all respects as of the 1st day of July, 2025, by and between (i) SURRY SCHOOL DISTRICT, 1 VILLAGE ROAD, SURRY, NH, 03431 (hereinafter referred to as "District") and (ii) Student Transportation of America with its national headquarters at 3349 Highway 138, Building A, Suite C, Wall Township, New Jersey 07719 and local offices at TBD (hereinafter referred to as the "Contractor"). District and Contractor shall be collectively referred to as the "Parties."

The Surry School Board does not operate any schools and is recognized as a sending district. The Surry School District sends resident students in grades k-12 to the Keene School District. The Keene School District is designated herein as "receiving district."

The Surry School Board recognizes and incorporates by reference student transportation policies and procedures applicable to students and parents/guardians of students attending the receiving school district and adopted by the receiving school boards in the school districts where Surry resident students attend school. This includes student transportation operating procedures, student conduct on school buses, and resolution of conflicts. (Surry School Board Policy EEA: Student Transportation Services)

WHEREAS, the District has selected through negotiations, the Contractor to provide pupil transportation services to the District;

WHEREAS, Contractor is engaged in the business of providing pupil transportation services and is willing and able to provide the services District requires; and

WHEREAS, the District and Contractor wish to set forth in greater detail further conditions governing their relationship;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the Parties hereto agree as follows:

A. DESCRIPTION OF SERVICES

- A) The Contractor will provide home to school and school to home transportation service for all students residing within the district boundaries. This may also, at the District's direction, include mid- and/or post-day routing between schools and specific educational programs before, during, or after the regular school day.
- B) The Contractor will also provide such additional and supplemental services as may be required by the District including, but not limited to late buses, charter schools, extracurricular; athletics; vocational; and other specialized programs. These services will be scheduled and occur on a regular basis to allow the Contractor to properly plan for and staff the services. Failure to provide these services may result in penalties to the Contractor up to an including termination for convenience.
- C) The Contractor will work cooperatively with the District to ensure safe, effective, and efficient services throughout the term of this Contract. The Contractor will be responsive to emergency requests for services, to the extent feasible. If the Contractor, in the course of its service delivery confronts and/or identifies issues or concerns not previously addressed by the District the Contractor will make a good faith effort to resolve the issue. The Contractor will notify the District of both the issue and resolution within one (1) school day of the event and cooperate with District to develop a systemic response to address future similar events.

- D) The Contractor will make an ongoing good-faith effort to identify opportunities to improve the efficiency and effectiveness of the bus routes assigned to the Contractor by this Contract. Where feasible, the Contractor will identify opportunities to modify, pair, combine, or repackage routes in the interest of efficiency and improved resource utilization. In the event that a suggestion causes the Contractor to have a reduction in payment, the District will collaborate in good faith to establish an incentive program to mitigate a portion of the loss to the Contractor.

B. DRIVERS

- A) Contractor shall provide sufficient support personnel, knowledgeable in their duties to properly manage and oversee the drivers and buses/vehicles utilized in performing the transportation services. Such personnel shall be fully informed with respect to the District's transportation needs and requirements.
- B) Contractor shall provide the District's point of contact with a current driver roster within fourteen (14) days of the earliest start of service date for each school year. The roster shall include driver name, date of approved fingerprinting, approved background check, and date of completed required training at a minimum to ensure that the driver has completed and passed all of the statutory and regulatory requirements to provide services as a school bus driver in the State of New Hampshire. The Contractor shall not employ any individual under the age of 21 to provide services under this Contract. Information regarding new drivers will be forwarded within one (1) week of the driver providing services related to this Contract.
- C) The District reserves the right to reject any driver as unacceptable provided the rejection is in writing to the Contractor. The District will acknowledge receipt and acceptance of any driver in writing within 5 days after receipt.
- D) The District delegates to the Contractor the necessary authority to supervise and control students on school buses/vehicles in accordance with District policies. Authorization shall not include the right to administer corporal punishment, nor the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. The District shall provide its discipline procedures to Contractor annually as is typically included in the District's policies.. District discipline procedures also will be reviewed annually at an in-service session with each of Contractor's drivers for the District.
- E) In cases of disruption of services, Contractor and/or the driver will notify the District's point of contact immediately when such disruptions become known in order that any available assistance may be rendered, parent/school inquiries may be responded to, or other appropriate action taken.
- F) Contractor assumes full responsibility for investigations of any and all bus problems. The Contractor shall provide the District Superintendent (or person designated in writing by the District Superintendent) with an oral report within one hour and a written report within twenty-four hours of any bus problems, or any incident or accident involving a school bus/vehicle transporting one or more school students.

C. VEHICLES

- A) Contractor shall equip each bus with all safety equipment and devices required by all federal and state governmental bodies and agencies having jurisdiction. If during the course of this agreement new technologies become mandatory or the District elects to incorporate a previously unspecified

item or device, the District and the Contractor will negotiate any incremental fees necessary to incorporate the designated item or device.

- B) The Contractor will provide school transportation vehicles of sufficient number, quality, and dependability to perform the required services, including, but not limited to the Minimum Service Requirements paragraphs of this Contract, and the following:
- a) The average age of the Contractor's fleet of regular route vehicles shall not exceed seven (7.0) years.
 - b) No Contractor vehicle regularly assigned to a scheduled route shall exceed ten (10.0) years in age.
 - c) No Contractor vehicle to be used as a spare bus shall exceed twelve (12.0) years in age.
 - d) The age of each vehicle shall be measured from the model year of the vehicle.
 - e) For purposes of this paragraph the Contractor shall consider the fleet of vehicles to encompass all vehicles used by the districts which send students to the schools of SAU #29 and which are served by Contractor..
 - f) Contractor shall provide the District with a list of the year, make, model and mileage of all vehicles to be utilized as part of this Contract no later than November 1 of each year. The Contractor must notify the District of any vehicle that temporarily or permanently retired from use. The Contractor must provide the District with the same information on any substitute vehicles used as part of this Contract prior to the vehicle going into service.
- C) The Contractor will maintain a sufficient number of spare vehicles to ensure that a wait time of no more than forty-five (45) minutes is required to reach any breakdown and that all services can be provided consistent with the requirements of the Minimum Service Requirements paragraph of this Contract.
- D) The Contractor will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations.
- E) Each Contractor vehicle will be equipped with two-way voice communications to the Contractor dispatch facility.
- F) Each Contractor vehicle will be equipped with Automatic Vehicle Location (AVL/GPS) devices of a type and quality sufficient to interface with, and/or transfer data to the District. The Contractor shall be required to provide the district with telematics data upon request by the district within three (3) business days.
- G) Each Contractor vehicle will be equipped with a minimum of three (3) internally mounted digital video cameras of a type and quality sufficient to specifications established by the District. The cameras must be able to, at a minimum, see the length of the bus from front to rear and be capable of recording activity at the loading door.
- H) The Contractor will post written notices as to the presence and possible activation of video recording devices on the bus if the District has elected that option.
- a) Video recordings and images (defined as any images created or retained through the use of video monitoring, including but not limited to video recordings and digital images) obtained from the surveillance cameras or other types of video monitoring are intended to be used for disciplinary consequences for student misconduct, enhancing safety and/or security purposes. The

Contractor shall maintain the recordings in a secure manner so that they may not be accessed, altered, or deleted by anyone other than Contractor's management.

- b) Recordings made during Contractor's services for the District shall be for the exclusive use of the District administration and the District retains all ownership rights in the recording. Contractor may review and use the recordings solely for purposes related to supervision and discipline of its employees.
- c) Upon the request of the Superintendent of the District or his/her designee for access to recordings, which may include the Superintendent of a receiving district, the Contractor will coordinate with the District to determine an appropriate, secure manner of providing the District will access to and copies of the relevant recording(s).
- d) The Contractor shall not provide third parties with copies of or access to recordings, except pursuant to a lawfully issued subpoena or as directed in writing by the District.
- e) The Contractor will retain video recordings in accordance with its written record retention policy, a copy of which will be provided to the District upon request.

D. ROUTES

- A) The Contractor will develop the bus trips and routes that will comprise the service requirements of the District. The Contractor will be expected to design bus trips and routes that maximize the effective use of the buses. Routes will also be designed to support the provision of home-to-school, school-to-home services, late runs, extra-curricular trips, athletic trips, field trips, and other similar trips, for regular and special needs services.
 - a) The District will provide the Contractor with the information necessary to develop routes no later than July 15 of each school year. The Contractor and the District acknowledge that this information may change prior to the start of school and that updates will be provided on a schedule that is mutually agreeable.
 - b) The Contractor will provide the district with route manifests for use in communicating with parents and students no later than 15 days prior to the start of each school year. These manifests shall include:
 - i) The bus number or name assignment for the route
 - ii) The name of the driver assigned to the route
 - iii) The location and time of each stop on the route
 - iv) The students assigned to each stop location
 - c) The Contractor will be responsible for coordinating and paying for the posting routes in local newspapers. The Contractor will work with each District to identify the newspaper for publication and the date or to receive written authorization from any and each respective school district to not post the routes in the newspaper.
 - d) The District shall provide the Contractor with changes to student information that may impact transportation on a daily basis in a manner acceptable to both parties.

- i) The Contractor shall make any necessary changes to provide transportation to eligible students within three (3) school days. This shall include providing notification to all parents impacted by the route change.
 - ii) The Contractor will also provide the District with an updated route manifest upon implementation of the route change.
 - e) The Contractor shall supply the district with a complete copy of current route manifests including the same information identified in paragraph A.b if this section no later than the third (3rd) school day of each month. The Contractor and the District shall determine the form and format of the notification.
 - f) It is the Contractor's responsibility to ensure that its drivers and staff are familiar with the service area and requirements prior to the designated start date of the Contract.
- B) All students riding on the bus/vehicle must be carried to their designated stops unless there are extraordinary circumstances that prevent access to those stop locations.
- a) In the event that a stop location is inaccessible or that accessing the location would endanger the health or safety of the students or driver, the Contractor is responsible for notifying the district immediately and for providing the district with a detailed plan to ensure the students' safe return to home or school.
 - b) All drivers are to remain with their vehicles when students are being loaded and off-loaded. Drivers are never to leave students unattended at arrival or before scheduled time for "drop off".
- C) No person other than a school student shall be transported in a school bus/vehicle except that a teacher, school official, authorized transportation aide or other person (such as a parent) may ride when designated by the District. Nothing except passengers and their belongings shall be transported in a school bus/vehicle while it is engaged in transporting students to or from school. This does not include supervisory staff members.
- D) In the event of a vehicle being shared between districts on a regular basis (defined as more than two (2) days per week or eight (8) days in a month), the Contractor shall notify the affected districts and make specific arrangements to address specific debits and credits to each district in monthly billings.
- E) A school bus/vehicle shall not be loaded beyond the seating capacity of the bus. All other public conveyances when transporting school children under contract shall provide adequate seating for each student with no standees permitted.
- F) Each bus shall have its route number or the name of the bus displayed near the service door to facilitate student identification of the proper bus.
- E. FUEL**
- A) The Contractor shall acquire and purchase all fuel necessary to support the services identified in this Contract. The District will make one (1) annual payment to the Contractor in August of each school year for fuel. The Contractor shall receive no other compensation for fuel.

F. CHANGES IN SERVICE REQUIREMENTS

- A) The District reserves the right at any time during the term of this Contract to alter rider eligibility policies and other parameters that may increase or decrease the amount of service to be provided in accordance with this requirement.
- B) The Superintendent **of the receiving district**, or his/her designee, shall have sole responsibility for altering, delaying or canceling bus service during inclement weather. The **receiving** district will notify the Contractor not later than one (1) hour before the cancellation of school or the cancellation of special trips, field trips and athletic events. The Contractor agrees to abide by the decision of the **receiving district** Superintendent, or his/her designee, and operate on the assigned schedules and routes.

G. COMPLIANCE

- A) The Contract and any of its provisions shall be interpreted in accordance with the laws of the State of New Hampshire and the rules and regulations of the New Hampshire Department of Education. The Contractor is required to meet all requirements pertaining to safety, operation, licensing and the like of all governmental bodies and agencies having jurisdiction over the services involved, whether federal, state, county, municipal, or otherwise.
- B) The Contractor is responsible for having full knowledge of the laws, statutes, ordinances, Board of Education policies, Department of Education regulations and relevant District policies related to the provision of school transportation at all times over the term of this agreement. In particular, Contractor represents that its drivers have been trained in their reporting obligations under the Safe School Zones Act, the abuse and neglect reporting laws, Title IX, and the Pupil Safety and Violence Prevention Act.
- C) Absolutely no use or possession of tobacco, drugs, weapons, vaping products, or alcoholic beverages in the bus/vehicle or on school property shall be permitted, either by students, drivers, or others.
- D) Contractor understands that in performing this contract, Contractor and all of their employees are acting in the capacity of an independent contractor, and neither the Contractor nor their employees shall not be an agent, servant, partner, nor employee of the District.
- E) Contractor shall be solely responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments, and any and all other payments incurred by Contractor in the performance of the Contract, as well as perform all necessary legal requirements pertaining to employment.
- F) Contractor has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the District to bind the District in any way whatsoever.
- G) This Contract shall not be transferred or assigned by Contractor without the express written consent of the District.
- H) Contractor will be required to comply with all applicable reporting requirements, whether of federal, state, local or municipal authorities, the District or other agencies having jurisdiction. Such shall be done within the time, in the manner and upon the forms specified by the District. All service and billing records of Contractor are subject to audit at any time by auditors performing annual fiscal or program audits for the District.

- I) The District shall have the right to inspect any aspect of Contractor's operations relating to services for the District to determine compliance with the District's requirements.
- J) The Contractor agrees to cooperate fully with any District effort related to transportation services including audits or operations, assessments of compliance, and impact analyses for new or revised services such as school openings and closings, boundary changes, and grade realignments.

H. CONTRACT TERM

- A) The term of the Contract shall be from July 1, 2025 through June 30, 2028, with (2) 1 year options by mutual agreement.
 - a) The Contract may be extended upon mutual written agreement of the parties prior to expiration of the term of the Contract.
- B) The District or Contractor may terminate this Contract at any time, with or without cause, upon one hundred and twenty (120) days prior written notice.

I. INSURANCE

- A) Contractor shall submit a Certificate of Insurance in form and with companies satisfactory to the District on or before the start of business as a condition precedent to this Contract and no later than November 1 of each school year for which the District elects to renew this Contract.
- B) The required minimum coverages are:
 - a) Commercial General Liability coverage
 - i) \$1,000,000 Per Occurrence
 - ii) \$1,000,000 Personal and Advertising Injury
 - iii) \$2,000,000 General Aggregate
 - iv) \$2,000,000 Products/Completed Operations Aggregate
 - v) \$1,000,000 Sexual Misconduct and molestation. If this is endorsed in the General Liability than this coverage must be clearly **not** excluded on the policy.
 - b) Commercial Automobile Liability Coverage
 - i) \$1,000,000 Combined Single Limit
 - c) Umbrella or Excess Liability
 - i) \$5,000,000 Per Occurrence
 - ii) \$5,000,000 General Aggregate
 - d) Workers Compensation Coverage
 - i) Statutory limits
 - e) The District shall be named as a named insured on a primary and non-contributory basis on such Certificate of Insurance and shall be included in all renewals of insurance for the duration of this contract..
- C) A ten (10) day prior notice of cancellation must be provided by the insurance carrier to the District should such action be contemplated or undertaken.
- D) In addition to the indemnification provided by insurance required herein, Contractor agrees to defend, indemnify and hold harmless the District, its directors, members, agents, servants and employees, from and against any and all claims, suits, judgments and demands regarding

Contractor's services whatsoever. This includes, but not by way of limitation, all costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of any person or persons whatsoever or damage to property of any kind by whomsoever owned, arising out of or claimed to have been caused in whole or in part by any act or omission on the part of the Contractor or any of its subcontractors, suppliers or employees or any other person directly or indirectly employed by contractor while engaged in the performance of any work, service or activity associated with this Contract. Contractor further agrees to indemnify and hold harmless the District, its School Committee, members and agents, servants and employees, from and against any such claim or damage allegedly caused in whole or in part, whether or not it be the fact, by reason of negligent instructions or directions given or reportedly given to any person by any District representative with respect to the performance of the contracted services.

J. EXPECTED PERFORMANCE

- A) The Contractor is expected to use their best professional efforts to provide services. Deviation from those expectations may result in the imposition of a withholding of funds or assessment of damages at the sole discretion of the District as described in the Adjustments to Compensation paragraph of this Contract.
- B) The Contractor will be responsible for meeting or exceeding certain minimally acceptable service levels and standards of performance. The Contractor will monitor, track, account for, and report to the District the data and information required to determine the Contractor's success in meeting or exceeding the established standards.
- C) The Contractor will comply with the following minimally acceptable standards of performance on behalf of the District. For the purpose of this section, a bus route is defined as either the morning or afternoon component of a regularly planned and assigned daily bus route as designed by the Contractor pursuant to Paragraph D of this Contract.
 - a) No more than two (2) percent of all bus routes operated by the Contractor in each week of the service month shall be delayed or missed as a result of the Contractor's inability to provide an adequate number of qualified bus drivers or monitors as defined within this Contract. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that must be serviced by another means as a result of the Contractor's failure to provide a qualified driver or monitor in a timely manner. The Contractor shall report every incidence of delay to the District's point of contact within twenty (20) minutes of occurrence in a manner and format acceptable to the District.
 - b) No more than two (2) percent of all bus routes operated by the Contractor in each service week shall be delayed or missed as a result of mechanical problems with the Contractor's assigned vehicle. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that is delayed over the course of its scheduled route as a result of a mechanical problem with the assigned vehicle. The Contractor shall report every incidence of delay to the District's point of contact within twenty (20) minutes of occurrence in a manner and format acceptable to the District.
- D) The Contractor is required to have 100 percent of all cameras and AVL/GPS and/or camera devices working on buses that are providing services under this Contract and are expected to have GPS/AVL and/or cameras installed. The Contractor shall report any failed camera or AVL/GPS device the same

business day as the occurrence and shall provide a substitute vehicle that supports compliance with this requirement.

- E) If an instance of non-compliance, as defined in this section, occurs the Contractor is considered to be on notice for a possible reduction of payment. The District may, at its sole discretion, issue a formal notice to the Contractor via electronic mail or certified mail.

K. INVOICING AND PAYMENTS

- A) The Contractor shall be compensated based on the schedule established in the pricing form used in the RFP for the term of the agreement.
 - a) The compensation to be paid for any renewals of this Contract beyond its initial term shall be negotiated between the District and the Contractor and documented in a letter delivered to the designated individuals at both the Contractor and the District no later than 120 days prior to the start of a new school year.
- B) No compensation will be received for routes cancelled due to inclement weather or other official actions of the District. The Contractor will be expected to provide services for any and all days identified as make-up days for snow or other cancellations.
- C) The Contractor must submit all invoices for services provided during each fiscal year no later than June 30 of each year. Any services billed after that date will not be paid by the district.

L. ADJUSTMENTS TO PAYMENTS

- A) The District may, at its sole discretion, impose a withholding from the Contractor's compensation for non-compliance with the expectations of the Expected Performance paragraph detailed in this Contract.
 - a) In the event that one or more services are not provided, the District shall not pay for that service for that day or designated period. If the company revises its services to accommodate a need such as a driver absence or shortage, the District may agree to partial compensation for the service failure. The amount for any partial payment shall be determined solely by the district.
 - b) In the event that the Contractor cannot supply such additional and supplemental services identified in A.B of the Service Specifications as may be required by the District including, but not limited to late buses, charter schools, extracurricular; athletics; vocational; and other specialized programs the Contractor will be responsible for coordinating alternative services. Any costs in excess of what the District would have paid the Contractor shall be the Contractor's responsibility and will be deducted from the next month's invoice in the event that the District pays the alternative provider.
- B) The District will notify the Contractor by an appropriate means where email is considered acceptable to the designated contact contained in this Contract if a decision to retain a withholding is reached.
- C) The number of vehicles to be operated by the Contractor in accordance with this requirement may increase or decrease by ten (10) percent per year at the prices established in this Contract. A change of more than ten (10) percent will require the Contractor and the District to renegotiate prices for the balance of the Contract term. Any addition or removal of a vehicle must have the explicit, written authorization of the District on an annual basis.

- D) Annual price adjustments to the contract shall be made consistent with the schedule established on the Pricing Form.
- E) In the event of an extraordinary request related to the imposition of a new statutory or regulatory requirement, the District will collaborate in good faith with the Contractor to determine the net impact of the change on the Contractor's cost to provide services. The District may choose, at its sole discretion, adjust the Contractor's compensation on a one-time basis or to include any change in compensation in the daily rate per bus for services.
- F) The Contractor is solely responsible for all penalties, fines, tolls, taxes, levies, and other costs associated with its provision of services under this Contract.

M) FORCE MAJEURE

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 by district staff, labor dispute at the district, governmental action or any other condition or cause beyond Contractor's control, District shall excuse contractor from performance under this Agreement.

The District shall have no obligation to compensate the Contractor for nonperformance but may agree to negotiate for compensation.

N) STATUS OF CONTRACTOR

For purposes of this agreement and the relationship between the District and the Contractor, the Contractor shall be construed to be an independent contractor engaged to provide pupil transportation services only. Neither the Contractor nor any of its employees shall be deemed in any way to be an agent, employee, or official of the District.

O) NO CONFLICTING INTEREST

Contractor represents and warrants that it presently has no interest and that it shall not acquire any interest, directly or indirectly, that conflicts or would conflict in any manner or degree with the performance of services under this Agreement. Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

P) ASSIGNMENT

This Agreement shall not be assignable by either party, except with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that Contractor may, without approval, assign the Agreement to a parent, subsidiary, related or affiliated company. Furthermore, FirstGroup or Contractor shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other party.

Q) GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed under the laws of the State of New Hampshire. The Parties agree to submit themselves to the jurisdiction of New Hampshire and of the New Hampshire Courts for any dispute arising from or relating to this agreement.

R) WAIVER OF BREACH

The waiver by either the District or Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either the District or Contractor.

S) BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of both the Contractor and their respective successors and assigns and upon the Contractors heirs and legal representatives.

T) AMENDMENTS

No amendment or variation of the terms and conditions of this Agreement and any attachments hereto shall be valid unless the same is in writing and signed by all of the Parties hereto.

U) SEVERABILITY

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

V) HEADINGS

The headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

W) ARM'S LENGTH

The Parties have read, understand, and agree to the terms of this Agreement and have been afforded the opportunity to seek the advice of an attorney or other counsel regarding this Agreement before signing it. This Agreement was negotiated at arm's length by the Parties and, therefore, no presumption or construction shall be made against the party drafting same or any signatory hereto.

X) MISCELLANEOUS

- A) Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees and costs.
- B) Records; Inspection. Contractor shall maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. All books, records, documents, or other materials associated with this Agreement shall be subject to reasonable inspection, review, or audit by District. Contractor shall retain all financial and other records pertaining to its work under this Agreement for five (5) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.
- C) Publicity. Neither party shall make any public announcement concerning this Agreement without the advance approval of the other party. Notwithstanding the foregoing, if the Parties are unable to agree on a mutually acceptable announcement, a party may nevertheless issue a press release if it is advised by counsel that such release is necessary to comply with applicable securities or similar laws.

Y) ENTIRE AGREEMENT

This is the entire Agreement of the Parties. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provision

of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at one time will be deemed a valid waiver of such provision at any other time.

Z) AUTHORITY AND NOTICE

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

Notices to DISTRICT shall be addressed to:

Notices to CONTRACTOR shall be addressed to:

Mr. Kim M. Caron

Superintendent, Surry School District

Name and Title

Name and Title

1 Village Road

Street Address

Street Address

Surry, NH 03431

City, State, Zip Code

City, State, Zip Code

In addition, all notices and communication to the Surry School District shall be sent via email to kcaronsurry@gmail.com

Either the District or the 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.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their respective hands and seals or have caused it to be executed by their duly authorized representatives.

Surry School District:

Signature

Board CHAIR

Date

June 16, 2025

Name and Title

Timothy Peloquin
Chair - Surry School Board

Student Transportation of America:

Signature

6/16/2025

Date

BRIAN S. Hemenway

Name and Title

VP OF OPS NNE

Attachment A – Cost Proposal Form

Proponent Name: Student Transportation of New Hampshire Date: 6/3/2025

Proponents shall provide pricing for all services on the form provided below. Failure to complete this form may result in the elimination of the proponent’s proposal from consideration.

	2025-26	2026-27	2027-28	2028-29 (Extension)	2029-30 (Extension)
District: Surry School District	School Year				
Regular Transportation (includes summer school)					
Cost per bus per day 1 buses	\$423.85	\$442.92	\$462.85	\$483.68	\$505.44
Annual Cost (based on 180 days, 1 buses)	\$152,586.00	\$159,451.20	\$166,626.00	\$174,124.80	\$181,958.40
Van Route (cost of 1 van)					
Cost per bus per day 1 vans	\$423.85	\$442.92	\$462.85	\$483.68	\$505.44
Annual Cost (based on 180 days, 1 vans)	\$152,586.00	\$159,451.20	\$166,626.00	\$174,124.80	\$181,958.40
Late/early bus					
Cost per bus per day	\$143.08	\$149.52	\$156.25	\$163.28	\$170.63
Annual Cost (180 days, 1 bus)	25,754.40	26,913.60	28,125.00	29,390.40	30,713.40
Athletic Transportation	\$190,900.00	\$200,445.00	\$210,467.25	\$220,990.61	\$230,935.19
Field Trips					
Small Bus cost per mile	\$0.95	\$0.99	\$1.04	\$1.08	\$1.13
Large bus cost per mile (66 passenger and above)	\$0.95	\$0.99	\$1.04	\$1.08	\$1.13
Wait Time	\$65.00	\$67.93	\$70.98	\$74.18	\$77.51
Monitor					
Per Hour Cost (2.5 Hr Minimum)	\$25.00	\$26.97	\$29.09	\$31.38	\$33.85
Fuel: Single Annual payment method					
Annual Cost	\$2,590.00	\$2,720.00	\$2,856.00	\$2,998.00	\$3,148.00