

**AGREEMENT BETWEEN GOUVERNEUR CENTRAL SCHOOL DISTRICT  
AND FIRST STUDENT, INC.  
FOR STUDENT TRANSPORTATION SERVICES  
BETWEEN HOME AND SCHOOL**

**WHEREAS**, as a result of competitive bidding, on April 11, 2022, the Board of Education of the Gouverneur Central School District (the “District”) awarded a contract for student transportation services between home and school (the “Contract”) to First Student, Inc. (“First Student”) for a three-year term (September 1, 2022-June 30, 2023; September 1, 2023-June 30, 2024; September 1, 2024-June 30, 2025); and

**WHEREAS**, the parties desire to enter into a Contract pursuant to such bid award;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged by both parties, the District and First Student agree as follows.

**1. CONTRACT TERM**

The Contract is entered into for a term commencing September 1, 2022 through June 30, 2025.

All terms, conditions and requirements set forth in the competitive bid issued in connection with this Contract shall be binding upon the parties hereto. In the event any term of this Contract is directly inconsistent with the bid terms, the terms of this Contract shall govern.

**2. RATES**

The rates for the 2022-23, 2023-24, and 2024-25 school years shall be as follows:

<b>2022-23 School Year (9/1/22-6/30/23)</b>		<b>2023-24 School Year (9/1/23-6/30/24)</b>		<b>2024-25 School Year (9/1/24-6/30/25)</b>	
Driver cost/hr.	\$50.50	Driver cost/hr.	\$52.02	Driver cost/hr.	\$53.32
Monitor cost/hr.	\$19.34	Monitor cost/hr.	\$19.92	Monitor cost/hr.	\$20.42
Cost/mile	\$0.54	Cost/mile	\$0.56	Cost/mile	\$0.57

3. **OUT-OF-DISTRICT SPECIAL EDUCATION RUNS**

Notwithstanding any other provision of the Contract, the District will pay First Student an additional \$2.00 per hour for drivers and monitors on trips to and from placements of students with disabilities at sites outside the District.

4. **FIRST AID AND CPR**

All drivers and monitors assigned by First Student to provide services to the District under the Contract must be trained and certified in first aid and cardiopulmonary resuscitation (“CPR”). Upon request by the District, First Student will provide the District with proof of such certification.

5. **FORCE MAJEURE**

Except for payment obligations for services actually rendered hereunder, neither the District nor First Student shall be liable for any failure or delay in or suspension of its performance due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as “Force Majeure”). The District shall provide written notice to First Student of any Force Majeure event. Upon such written notice, except as otherwise provided herein, the District shall not be liable for any payment to First Student and First Student shall not be required to provide services. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of this Agreement.

Notwithstanding the foregoing, in the event First Student’s services cannot be rendered due to a building closure or other impact of the novel coronavirus COVID-19 pandemic, the District shall pay First Student an amount equal to fifty percent (50%) of the amount owed under the Contract based upon the number of Regular Runs that would have been scheduled had schools remained open (“COVID-19 Closure Payment”). In exchange for such payment, First Student would agree to maintain key staff required to recommence services upon at least 7-days’ notice by the District. "Regular Runs" do not include extracurricular, after school or late school runs. No additional compensation shall be paid for services provided during breaks/holidays for which payment is not required by the Contract.

In the event the District does not receive State Aid in connection with a COVID-19 Closure Payment and the District has exhausted reasonable efforts to obtain the State Aid, First Student shall pay or provide a credit to the District, within thirty (30) days of demand, for the full amount of any State Aid shortfall related to the COVID-19 Closure Payment. In the event First Student is required to pay or provide a credit to the District

under this paragraph for a closure period exceeding 60 days, First Student may terminate the Contract effective at the end of the school year during which the payment or credit is reimbursed to the District.

**6. EFFECT OF THIS AGREEMENT**

This confirms the agreement of the parties to the Contract terms as described above. During the term of the Contract, the terms and conditions of the Contract shall continue in full force and effect.

**GOUVERNEUR CENTRAL SCHOOL DISTRICT**

**FIRST STUDENT, INC.**

By: \_\_\_\_\_  
Jacquelyn Kelly  
Superintendent of Schools

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

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
David Fenlong  
President, Board of Education

Date: \_\_\_\_\_, 2022