

## SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July 2010, by and between The Newport School Committee, (hereinafter called "District"), and First Student, Inc., hereinafter called "Contractor", with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at 327 Market Street, Warren, RI 02885.

### WITNESSETH

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

**WHEREAS**, Contractor desires to provide such transportation services,

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

1. **Term.** The term of this Agreement shall commence July 1, 2010 and shall continue through June 30, 2013 with two one-year renewal options at the option of the District.
2. **Scope of Services.** Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services and provide all other services as described in the Specifications for East Bay School Bus Transportation dated February 19, 2010 and Contractor's response to such dated March 24, 2010, both of which are hereby incorporated into this Agreement by reference. In the event of a conflict between these documents and the provisions of this Agreement, the Bid Specifications will control.
3. **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, 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, the provisions of the Bid specifications will govern such situations.
4. **Assignment.** This Agreement shall not be assigned by the parties hereto, without the written consent of the District, which consent shall not be unreasonably withheld or delayed. However, the Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

5. **Survival.** The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.
6. **Severability.** In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.
7. **Extension.** Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.
8. **Notices.** 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.

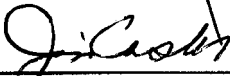
Notices to District shall be addressed to:  
Newport School Department  
Dr. John Ambrogi, Superintendent  
15 Wickham Road  
Newport, RI 02840

Notices to Contractor shall be addressed to:  
First Student, Inc.  
327 Market Street  
Warren, RI 02885  
Attention: Regional Manager

With a copy to:  
FirstGroup America  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Attention: General Counsel

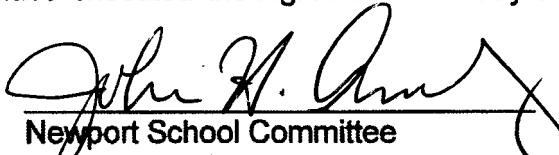
9. **Entire Agreement.** This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Rhode Island. All references in this contract to the "state" shall mean the State of Rhode Island. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Rhode Island.
11. Both parties warrant that they are properly authorized to enter into this Agreement.

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

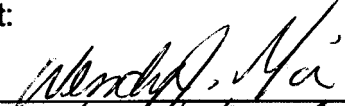
  
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FIRST STUDENT, INC.

By: JIM CASTELLI  
Title: SR. VICE PRES.

Attest:  
  
By: JEANNE PARMENTER  
Title: EXEC. ASST. TO SVP

  
\_\_\_\_\_  
Newport School Committee

By: John H. Ambrosi  
Title: Superintendent

Attest:  
  
By: Wendy Mai  
Title: Administrative Assistant