KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT AGENDA STATEMENT

No. <u>9 b</u>

MEETING OF June 10, 2020

Reviewed By

Item Title:

NEW BUSINESS

Motion to approve a one-year contract extension with First Student for the 2020-2021 school year

[X] Superintendent[X] Finance

[X] Legal Counsel

SUBMITTED BY Beth Lougee, Superintendent

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Katie Jo Parrott
Name

247-2116

IName

Phone

SUMMARY STATEMENT:

Administration is seeking approval of a one-year contract extension with First Student to provide student transportation services during the 2020-2021 school year.

ISSUE: Board Policy governs the district's purchasing and contracting procedures. Board Policy requires Board approval for contracts and financial expenditures over \$25,000.

BACKGROUND: KGBSD is in the final year of a 5-year contract with First Student. Per Section 21. Terms of Contract of the existing contract, KGBSD may extend the existing contract: "In the final year of the contract, the District, in its sole discretion, may elect to offer to extend this contract yearly to the Contractor for a one-year period, not to exceed three (3) years of total extensions." Contingent on this extension, First Student has agreed to a plan for improving contract compliance, service performance, and reporting requirements.

RECOMMENDATION:

Approval of the contract extension with First Student for the 2020-2021 school year.

FISCAL NOTE:

[] N/A EXPENDITURE

AMOUNT

REQUIRED \$1,700,000*

AVAILABLE \$ 1,769,812**

EXHIBITS ATTACHED

First Student Contract Extension & Transportation Rate Agreement

RECOMMENDED ACTION:

"I move that the Board of Education approve the one-year contract extension with First Student for the 2020-2021 school year, as presented."

^{*}The District negotiated a one-year extension at 0% increase. Approximate cost includes regular routes, charters, administrative costs, and COVID-related projected expenditures.

^{**}Funding for student transportation is provided by a grant from the State of Alaska Department of Education and Early Development. This is a projected amount based on FY20 funding levels.

FIRST AMENDMENT AND EXTENSION TO TRANSPORTATION AGREEMENT BETWEEN KETCHIKAN SCHOOL DISTRICT AND FIRST STUDENT, INC.

THIS AMENDMENT is made and entered into as of the 2nd day of June, 2020 by and between Ketchikan School District with principle offices at 333 Schoenbar Road, Ketchikan, AK 99901 ("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 153 Eichner Avenue, Ketchikan, AK 99901 ("Contractor" and, collectively, the "Parties").

WHEREAS, the parties entered into that certain Transportation Agreement dated June 5th, 2015 (hereinafter the "Agreement"); 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:

- TERM. The term of the Agreement shall extend for one (1) additional year commencing and continuing through June 30, 2021, thereafter this agreement may be extended for two (2) additional one (1) year extension by mutual agreement of the parties pursuant to procedures outlined in Paragraph 21 of the Agreement
- 1. <u>COMPENSATION</u> Commencing July 1, 2020, the rates of compensation payable hereunder during the ensuing Contract Year shall be as set forth in Exhibit "A" and subject to the additional terms and conditions contained therein.
- 2. **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:

Beth Lougee Superintendent 333 Schoenbar Road Ketchikan, Alaska 99901

Notices to CONTRACTOR shall be addressed to:

Kim Worster First Student, Inc. 201 NE Park Plaza Drive Suite 246 Vancouver, WA 98684

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.

KETCHIKAN SCHOOL DISTRICT	FIRST STUDENT, INC.
By:	Ву:
Title:	Title: Sr. Vice President

Exhibit A

Ketchikan Gateway Borough School District Transportation Rates		
July 1, 2020 - June 30, 2021	Increase=	0.0%
	19/20	20/21
Fixed Cost Administrative Fee Monthly Installment (12 months)	882,696.48 73,558.04	882,696.48 73,558.04
Transportation Rates Reg Ed, per Bus per Day SPED, per Bus per Day	228.29 294.82	228.29 294.82
Activity and Special Trips Homework Club / Activity Rate (Per Hour)	48.04	48.04

Note 1: This rate sheet shows the rates for the 2020-21 school year. The rates for the two additional option years will be subject to the same CPI- based increases as the current contract.

Note 2: The above rates do not contemplate added costs for COVID-19 mitigation. All costs associated with Covid-19 will be billed as a pass through to the District.