

Request for Proposals for Student Transportation Services

Orrick R-XI School District
Central Office
100 Kirkham Street
Orrick, MO 64077



BEARCATS
—ORRICK—

Mr. Scott Guilkey
Superintendent
sguilkey@orrick.k12.mo.us
Issued: 3/22/2023

REQUEST FOR PROPOSALS

The Orrick R-XI School District is requesting proposals to furnish student transportation services for the 2023-2024 through 2025-2026 school years. The District is seeking a provider that will assure safe, reliable, cost efficient student transportation services. This RFP is for the transportation of all students designated and identified by the District. The successful bidder will provide transportation services as may be requested by the District from time to time, including ancillary transportation for after school activities and field trips, and provide the number and types of buses, drivers, equipment, and services necessary to meet the student transportation needs of the District. The District shall have the right, from time to time, to determine the number and size of buses necessary to meet student transportation requirements of the District and to alter the student transportation services purchased from the contractor in accordance with such decisions.

Qualified providers are invited to submit a formal proposal, which must be sent to the District's Superintendent, Mr. Scott Guilkey. Proposals must be received by 4/12/2023 and be in accordance with the specifications and needs as described herein.

This Request for Proposals will be referred to as Exhibit A in the final contract between the District and the selected firm.

The District reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such selection, rejection or waiver is in its best interest.

All proposal documents become public record once a negotiated contract has been executed.

Qualified providers submitting proposals will be required to keep their proposals in effect for a period of one hundred twenty (120) days from the opening of proposals.

District Contacts: Mr. Scott Guilkey, Superintendent
Orrick R-XI School District
Central Office
100 Kirkham Street
Orrick, MO 64077

- **NOTE:** For an electronic copy of the solicitation, contact Mr. Scott Guilkey at sguilkey@orrick.k12.mo.us or (816) 770-0094.

Due Date:

Proposals must be received by April 12th, 2023 no later than 4:00 pm (local time).

PURPOSE

The Orrick R-XI School District is seeking a provider that will assure safe, reliable, cost-efficient student transportation services. This RFP is for the transportation of all students (including special education students) designated and identified by the District. The successful bidder will provide transportation services as may be requested by the District from time to time, including ancillary transportation for after school activities and field trips, and provide the number and types of buses, drivers, equipment, and services necessary to meet the student transportation needs of the District. The District shall have the right, from time to time, to determine the number and size of buses necessary to meet student transportation requirements of the District and to alter the student transportation services purchased from the contractor in accordance with such decisions. Upon successful approval, the District will utilize the selected provider.

SPECIFICATIONS/PROVIDER REQUIREMENTS

The contract anticipated by this RFP will start July 1st, 2023 and continue for three (3) school years through the 2025-2026 school year, with the option to amend or extend as both parties mutually agree. School is scheduled to start August 22nd 2023, but the start date may change as determined by the District in its sole discretion. The district is considering the transition to a four-day school calendar with a decision to be made prior to April 1st, 2023. If the district transitions to a four-day calendar vo-tech transportation, early childhood special education and ancillary transportation would still run on Mondays (additional non-school day), traditional before and after school routes would not run. If the district transitions to a four-day calendar there would be 144 traditional student transportation days (not including Monday transportation days for vo-tech, Early Childhood Special Education, or ancillary trips). There would be an additional 31 Mondays that Vo-tech, Early Childhood Special Education, and ancillary activity trips would run. *See Exhibit B for proposed Four-Day Calendar

During the term of the anticipated contract, the selected provider shall provide the anticipated services below, but not limited to:

Before and after school transportation to and from the district, early childhood special education transport to facilities out of the district, transportation to and from vo-tech, and ancillary transportation for activities, athletics and field trips. The district currently utilizes the following:

- Three regular before and after school routes (3 drivers plus substitute drivers)
- Early Childhood Special Education route from Orrick to Richmond School District Early Childhood Center at Dear Elementary. The district currently and will next year run two different routes from Orrick to Richmond (morning to and from Richmond and afternoon to and from Richmond). This is currently facilitated by one van and one driver (both provided by contracted transportation company)
- Vo-Tech. The district currently and will continue to run two (2) afternoon vo-tech routes. The district sends students to the Excelsior Springs Area Career Center in Excelsior Springs and the Lex La-Ray Technical Center in Lexington.
- Ancillary transportation to and from athletic competition, activities, field trips. The district currently and will continue to use contracted transportation for the following:

- Football (Junior High, JV & Varsity), Cheerleading, Volleyball (Junior High, JV & Varsity), Basketball (Junior High, JV & Varsity), Softball, and Track (Junior High, JV & Varsity)
- Band, Choir, FFA, FBLA STUCO activity trips
- Field trips
- Possible individual/small group route for students with disabilities. The district is currently considering utilizing the van and driver transporting our early childhood routes to also transport one or two students before and after school.

The district anticipates a minimum of four regular drivers (3 regular morning and afternoon bus routes, 1 Early Childhood route). Based on start and dismissal times these drivers are able to also run our Vo-tech and ancillary transportation needs.

The selected provider shall furnish vehicles used for transporting pupils that meet all requirements of the Missouri Department of Elementary and Secondary Education (DESE) and the Missouri Department of Transportation. All buses shall be subject to inspection by Missouri law enforcement officials and/or any person designated to do so by the Board of Education. The selected provider shall not use any bus that is more than twelve, (12) years old at the start of the school year for regular route service in meeting the requirements of this contract. At least one (1) spare bus will be furnished at no additional charge to the District, in case of breakdown and to cover field/activity trips. Spare bus shall be a maximum of twelve (12) years old at the start of each school year. The manufacturer's rated capacity for any vehicle shall not be exceeded at any time. The selected provider may be required to add buses as needed and upon request, in writing, by the District. Additional buses will be provided as soon as possible and always within 30 days of receipt of a written request.

GENERAL CRITERIA FOR PROVIDER SELECTION

The District's Board of Education shall select the proposal that best meets the needs of the District. The Board of Education shall utilize the following criteria in evaluating the proposals:

- Anticipated cost of services;
- Number of available drivers;
- Qualifications of drivers, including licensure/qualifications required by law;
- Provider's experience with other school districts of similar or comparable size;
- Provider's prior experience and performance with the District or nearby districts, if applicable;
- Size of fleet available;
- Condition of vehicles;
- Provider's reporting capabilities;
- Provider's ability to perform services, and
- Any other evaluative aspect which may impact a contract with Provider.

RESERVATIONS

The District reserves the right to reject any and all proposals, waive informality and any technicalities or clerical errors in any proposal as the interest of these entities may require, and they will select the firm which, in their judgment, is best qualified and capable of providing the services required by the District.

All costs incurred for the preparation of any Proposal will be the sole responsibility of the submitter. All responses to this Request for Proposals become the property of the District and will be part of the public record.

CONTRACT NEGOTIATIONS

Any firm submitting a proposal acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the firm and the District. Any firm submitting a proposal agrees, by submitting a proposal, that any resulting contract between the District and the selected firms shall be substantially in the form of the attached Exhibit A. Any changes shall be mutually agreed upon by the parties, but the District reserves the right to reject the proposal of the submitting firm if an agreement cannot be reached on the final contract terms.

EXHIBIT A

STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between [REDACTED] (“Company”), a business licensed to operate in the state of Missouri whose mailing address is [REDACTED], and the **Orrick R-XI School District (“District”)**, a public school district and political subdivision of the state of Missouri whose mailing address is 100 Kirkham Street, Orrick, MO 64077.

WITNESSETH:

WHEREAS, the District is in need of transportation services for its students;

WHEREAS, the District issued a Request for Proposals, dated March 22nd, 2023 (hereinafter referred to as “the RFP”), seeking proposals to provide the above-mentioned services.

WHEREAS, in response to the RFP, the Company submitted its proposal, dated [REDACTED] (hereinafter referred to as “the Proposal”);

WHEREAS, the Company is willing to provide the services requested in the RFP and proposed in the Proposal, and the District desires that the Company do so;

WHEREAS, the District, by and through its Board of Education, has accepted the Proposal, subject to the terms provided under this Agreement and the RFP.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Company and the District hereby agree as follows:

1. Definitions

- a. “Pupil Transportation Services” or “Services” is defined as the provision of all pupil transportation services for the District. Provision of Pupil Transportation Services includes the provision of the described number of buses and related equipment, supplies, maintenance, drivers, supervision, and record keeping further described in this Agreement.
- b. “School Board” or “District” refers collectively and individually to the Orrick R-XI School District, its School Board, its Superintendent or his/her designee, the School Board administration and/or its employees.
- c. “Company” refers to [REDACTED], its employees and agents.
- d. “Students” or “Student” are defined as those persons eligible for transportation under School Board policy and Missouri law, as determined by the District.

2. **Term**

The initial term of this Agreement shall commence on July 1st, 2023 and shall end on June 30th, 2026. Upon expiration of the initial term, the parties may renew this Agreement for an additional one (1) year term, with a maximum number of two (2) renewal terms. Any renewal term shall be mutually agreed upon by both parties, in writing. Any increases in the compensation paid to the Company during any such renewal term shall be agreed upon by the parties, but in no event shall any increase exceed % of the total compensation agreed upon under this Agreement.

3. **Pupil Transportation Services**

The Company shall furnish Pupil Transportation Services on the days designated by the District, in accordance with the academic calendar adopted or modified by the District's Board of Education. All Pupil Transportation Services will be provided by the Company in accordance with all applicable rules and regulations set forth by the State of Missouri, District Policy and Regulation, and State law, as may be in effect from time to time. Pupil Transportation Services shall be provided throughout the term of this Agreement subject to the exceptions set forth herein. The Company will require all of its employees assigned to provide Pupil Transportation Services under this Agreement to follow District policies pertaining to student transportation, field trips, athletic contests and extra-curricular trips, in addition to the District's administrative guidelines pertaining to the reporting and handling of student discipline incidents. No persons other than Students, supervisors, District employees, approved chaperones or drivers in training are to ride the buses without the approval of the District.

4. **Equipment**

- a. The Company shall provide to the District as part of its obligations under this Contract, equipment, which shall consist of school buses with various seating capacities according to the District's requirements. Upon written request of the District, Company will add equipment as required by the District within sixty (60) days of the request of the same.
- b. The Company shall provide transportation in appropriately insured and licensed vehicles, using appropriate passenger restraint systems including child booster seats as required by law. Passenger vans seating 15 passengers *may not be used* to transport students. The District shall furnish to Company all fuel used in the operation of buses to provide transportation to Students under this Agreement.
- c. Title to all vehicles shall remain in the name of the Company and, as such, the District shall have no ownership rights in the vehicles.
- d. The cost of all vehicles is included and incorporated into the daily rates set forth in Schedule A attached hereto and made a part hereof.

e. The Company shall provide vehicle insurance pursuant to Paragraph 9 of this Agreement. Company may, subject to District approval, use any insurance proceeds obtained as a result of a particular accident to replace or repair the vehicle damage or replace the loss.

g. The Company shall equip all buses with a crossing arm.

h. The Company shall equip all buses with a strobe light on the exterior of the buses.

i. The Company shall equip all buses with a child-check system.

j. The Company agrees to keep one spare bus for the District's use in the event that a bus is inoperable or the District requires the bus for trips to activities and/or extracurricular events. When a bus requires replacement, Company agrees that it will be replaced with buses that meet or exceed all federal and Missouri law requirements, and that are 65 passenger buses or larger.

k. All buses shall comply with the requirements of the National Highway Traffic Safety Administration and all other Federal and Missouri State law.

5. **Maintenance**

a. The Company shall maintain all equipment in accordance with applicable federal and state laws and industry accepted maintenance standards. The District shall have the right at any and all times to inspect any equipment for purposes of ensuring the Company's compliance with the terms of this Paragraph. The Company shall also permit inspection of all buses by Missouri law enforcement officers. The Company shall provide periodic reports summarizing the repairs made to all equipment.

b. In the event of a mechanical failure or breakdown that prohibits further operation of any bus while in use providing the Service required hereunder, the Company agrees that a spare bus and driver shall respond to the site of the breakdown for transfer of students for delivery to destination in accordance with this Agreement and free of charge to the District.

6. **Routing and Pick-up**

a. The Company, with the assistance and input of the District, shall plan all bus routes and schedules. The District reserves the right to modify routes and schedules as needed. Each route shall use one (1) bus. Prior to July 31 of each year this Agreement is in effect, the Company shall furnish to the District maps showing each route planned for the coming school year, the designated stops on each route, and the schedule for the same. Upon approval by the District, the Company shall pick up and drop off Students identified by the District at the bus stop locations designated on each route. The Company shall transport designated Students to locations identified by the District, and according to the schedule

approved by the District. All bus routes shall conform to the building schedule and school calendar of the school serviced and shall be established in such a fashion that no Student shall be required to ride a bus to or from the Student's assigned school for a period longer than seventy five (75) consecutive minutes unless a longer time is approved by the District in writing. Subsequent to approval by the District of the Company's routing plan, the Company shall make no changes thereto without prior notice to and approval of the District.

b. If it is determined by the District that additional bus routes are required to provide Pupil Transportation Services, the additional route fee will be negotiated between the District and the Company, with a final determination of the fee to be made by the District.

c. In a manner approved by the District, the Company shall notify each Student of the applicable pick-up times at the Student's designated bus stop and shall notify each Student as to any subsequent change in time of pick-up or route that will affect any Student.

d. The Company agrees to work in cooperation with the District to establish the most advantageous routing plan for the safety and convenience of Students within the guidelines provided for in this Agreement. The Company agrees to promptly, courteously, and continuously address any and all complaints or concerns brought to its attention by guardians, family members, District staff or other parties representing the interests of any Student, and to inform the District of any such complaints or concerns.

e. The Company shall make every effort to ensure driver consistency for all regularly scheduled daily service to Students. The District desires to ensure consistency of driver assignment for all regular, special education and early childhood special education services, including daily Home-to-School service and all regularly scheduled mid-day services. The District expects the Company to place the need for consistency of drivers on all regularly scheduled daily services above the need for drivers for extracurricular and outside charter services. As such, the Company shall award extracurricular and outside charter services to regular education route drivers first. The occurrence of special education and early childhood special education route drivers being assigned work other than regularly scheduled route work will be allowed only when no other driver resources are available for such work assignments and such assignments do not interfere with special education and early childhood special education route drivers' regularly scheduled work assignments (such as weekend or evening work).

7. Drivers

a. The Company shall provide drivers for the buses used in providing Pupil Transportation Services who are qualified and competent both in the operation of the buses that they drive and in managing Students with whom they will interact. All drivers shall be employees of the Company and the Company retains the right to control the manner in which the drivers perform their duties under this Agreement. The District shall notify the Company in writing of a request to remove a driver, and the Company will thereafter not allow that driver to provide Pupil Transportation Services for the District.

- b. All transportation will be provided by trained, qualified drivers who have passed criminal and child abuse/neglect background checks, as well as drug screening tests and physical examinations, to the satisfaction of the District and as required by applicable law. Drivers will have at least Class B operator permits with an “S” endorsement as minimum qualifications. The Company may not utilize any employee who is a registered sex offender to provide services under this Agreement.
- c. All drivers will be Commercial Driver’s License (CDL) Class B qualified as required by Missouri law. Each driver shall have a certified safe driving record. Additionally, all Company employees providing Pupil Transportation Services to the District under this Agreement shall be fingerprinted in accordance with Missouri law. All new drivers shall attend the Company’s basic CDL training that includes training in both defensive driving and student management. This pre-service training for new drivers must also include at least twenty (20) hours of classroom instruction and at least fifteen (15) hours of behind the wheel instruction. Drivers with previous school bus driving experience and appropriate credentials will receive at least ten (10) hours of training to include at least six (6) hours of classroom and at least four (4) hours behind the wheel. All drivers shall receive at least eight (8) hours of in-service training per year from the Company.
- d. All drivers shall be carefully selected as to character and ability and must pass all requirements and tests provided for by the State of Missouri.
- e. The Company shall conduct pre-employment drug testing and probable cause, post-accident and random drug and alcohol testing of all safety-sensitive employees as required by law and in compliance with U.S. Department of Transportation standards.
- f. The Company shall investigate all complaints of improper conduct on the part of any driver and will report the complaint and the results of the investigation to the District. However, nothing herein shall be construed to limit the District’s ability or right to investigate complaints of improper conduct by the Company’s employees providing Pupil Transportation Services to the District. In the event the District conducts its own investigation into any such complaints, the Company agrees to cooperate with and assist the District as requested, including, but not limited to, providing all records regarding the complaint that the Company has in its possession and making the Company’s employees available for interviews by the District.
- g. No person will be permitted to drive a bus if there is reason to believe that such person has engaged in any improper conduct. The Company shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. The Company shall not permit its drivers to smoke on or near the bus or on District property, to drink any intoxicating beverage, or be under the influence of any illegal drugs or alcohol while operating any bus.
- h. The Company shall designate one (1) employee to serve as a manager or supervisor of transportation. Said individual must be available to the District and its patrons to address

issues with the Pupil Transportation Services being provided to the District during both regular school hours and non-school hours.

i. The District shall provide the Company with access to all of the District's applicable Policies and Procedures, which the Company and all of its employees or agents providing Pupil Transportation Services to the District shall comply with.

8. **Ridership**

a. The Company shall enforce all District Policies and School Board regulations governing the conduct of school bus operations and the behavior and discipline of Students transported on school buses. The Company shall provide a program for the training of Students in accordance with the provisions of Missouri law.

b. Any problems with students on a bus shall be referred to the District's designee by filling out a referral form supplied to the Company by the District. The Company and its employees are not authorized to administer discipline. The Company and its employees shall cooperate with the District in the investigation of disciplinary incidents and in determining the appropriate discipline for the same.

c. The Company's employees are required to have assigned seats on their bus to encourage appropriate behavior by District students.

d. Company shall have each of its drivers providing Pupil Transportation Services to keep an accurate attendance record of all riders on the bus at all times, and to accurately track all miles traveled. Such records shall be provided to the District on each day that Pupil Transportation Services are provided.

9. **Insurance**

a. The Company agrees that it shall purchase and carry, at its expense, standard general and automobile liability insurance, as well as excess umbrella insurance, with a responsible company or companies licensed to do business in Missouri. The amount of such insurance coverage shall have limits no less than the maximum legal liability limits set forth in 537.610, RSMo.

b. The Company shall furnish District with a certificate(s) of insurance setting forth the evidence of such coverage and such certificate(s) shall evidence the District's right to notice from the insurer(s) in the event that such insurance shall be canceled or suspended. The policy(ies) shall list the District as an additional insured. Notwithstanding the foregoing, any insurance purchased by Company is not intended to act as a waiver of any defense available to the District and its employees by statute or common law, including, but not limited to, the District's sovereign or governmental immunity, by whatever name as set forth in RSMo Section 537.600 et seq.

10. **Compensation**

- a. The Company shall receive, as consideration for providing Pupil Transportation Services as described herein, payment according to the rates of compensation as described on Schedule A attached hereto and made a part hereof.
- b. The Company shall invoice the District on a monthly basis for all Pupil Transportation Services actually provided, including ancillary services such as transportation for activity trips, field trips, and extracurricular activities. The Company shall provide to the District an itemized invoice indicating all fuel charges, the number of routes run per day (including activity and field trips), and the mileage for each route per day. Unless otherwise agreed to by the District, the District shall not be responsible for payment for Pupil Transportation Services that are not actually provided.
- c. Upon receipt of an invoice from the Company, the District shall have forty-five (45) days to provide payment for the same unless an objection to the amount charged is made by the District. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution.

11. **Force Majeure & School Closures**

- a. In the event that either party is unable to perform any obligation under this Agreement due to an event of Force Majeure, which shall include a national emergency, wars, riots, fires, governmental action, pandemics, civil disturbance, vandalism, or any other cause beyond the party's control, whether in existence now or hereafter, the party shall be excused from performance. Labor strikes and labor disputes will not be considered an event of Force Majeure. When an event of Force Majeure occurs, the District shall be under no obligation to pay the Company under the terms of this Agreement for the days in which the Company does not provide all Pupil Transportation Services required hereunder. If the Company provides less than all Pupil Transportation Services to the District on those days, then the District shall pay the Company for those services actually provided.
- b. The individual designated by the Company as the manager or supervisor of transportation under paragraph 7.h of this Agreement shall notify the District's Superintendent by 5:45 AM of any adverse weather or road conditions that would have a bearing on the decision to close or delay school. The decision to close or delay the opening of school is within the sole discretion of the District's Superintendent or his/her designee. The Company shall adjust the transportation schedule to provide transportation within a reasonable time after being notified of the Superintendent's decision to close or delay the opening of any school building at any time whether before or during the school day as a result of inclement weather or other circumstances.
- c. In the event that a school building is closed due to adverse weather or road conditions, or for any other reason as determined by the District, the District shall have no obligation to

pay the Company under the terms of this Agreement for the days in which the Company does not provide Pupil Transportation Services. If the Company provides less than all Pupil Transportation Services to the District on those days, then the District shall pay the Company for those services actually provided. The District reserves the right to schedule make-up days to account for any school closures, but shall be under no obligation to do so. If any make-up days are scheduled, the Company agrees to provide Pupil Transportation Services on such days in accordance with this Agreement. If the number of traditional school days in any school year is below 141, then the District shall pay to the Company an amount equal to % of the Company's average daily charge to the District, multiplied by the difference between 141 and the actual number of days that school was in session.

12. **Company Policy on Nondiscrimination**

The Company shall be committed to a policy of providing equal job opportunities and prohibiting discrimination against any employee, applicant or subcontractor because of race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law.

13. **Termination**

Unless otherwise stated herein, in the event that the Company breaches this Agreement or fails to perform in accordance with the terms of this Agreement, the District shall notify the Company of the breach and provide the Company seven (7) days to cure the breach. The District may extend this time in the event that it determines, in its sole discretion, that the breach is of a nature that it cannot reasonably be remedied in such time and the Company is taking steps to cure the breach. If the Company fails to cure the breach to the satisfaction of the District within the time provided, then the District may immediately terminate this Agreement.

14. **Records and Reports**

The Company shall provide those reports and records which are requested by the District and/or necessary for proper payment, evaluation of the Company's performance, or any reports required to be submitted by the District to any governmental agency. All such records shall be open to inspection by the District or its representative during regular business hours in the Company's office.

15. **Place of Contract and Dispute Resolution**

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Missouri. All reference in this Agreement to the "State" shall mean the State of Missouri. Furthermore, the Company and the District hereby agree that the venue for any disputes arising under this Agreement shall be the Circuit Court of Ray County, Missouri, and the parties hereby consent to the jurisdiction of the same.

16. **Sovereign Immunity**

Nothing in this Agreement shall be considered a waiver of District's sovereign immunity under the laws of the State of Missouri or common law.

17. **Notices to Parties**

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

Notices to District shall be addressed to:

Orrick R-XI School District
Attn: Superintendent
100 Kirkham Street
Orrick, MO 64077

Notices to Company shall be addressed to:

[REDACTED]
Attn: [REDACTED]
[REDACTED]
[REDACTED]

18. **Hold Harmless Agreement**

THE COMPANY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE DISTRICT, ITS GOVERNING BOARD, OFFICERS, AGENTS, AND EMPLOYEES FROM EVERY CLAIM OR DEMAND WHICH MAY BE MADE BY REASON OF ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT OR OMISSION, OR WILLFUL MISCONDUCT, OF THE COMPANY OR ANY PERSON, FIRM OR CORPORATION, EMPLOYED BY THE COMPANY, IN CONNECTION WITH THE COMPANY'S PERFORMANCE UNDER THIS AGREEMENT. THE COMPANY, AT ITS OWN EXPENSE AND RISK, SHALL DEFEND ANY LEGAL PROCEEDING THAT MAY BE BROUGHT AGAINST THE DISTRICT, ITS GOVERNING BOARD, OFFICERS, AGENTS, AND EMPLOYEES ON ANY SUCH CLAIM OR DEMAND, AND SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST ANY OF THEM THEREIN. THE COMPANY ALSO AGREES TO REIMBURSE THE DISTRICT, ITS AGENTS, AND EMPLOYEES FOR ANY SUM WHICH ANY OF THEM ARE REQUIRED TO PAY ON ACCOUNT OF SUCH DEMAND, CLAIM OR LAWSUIT, INCLUDING ATTORNEY'S FEES.

19. **Compliance with FERPA**

- a. The Company will comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 1232g (“FERPA”), and the Company shall defend, hold harmless and indemnify the District, its governing board, officers, agents, and employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any violation of FERPA by the Company or any person, firm, or corporation employed by the Company. The Company, at its own expense and risk, shall defend any legal proceeding that may be brought against the District, its governing board, officers, agents and employees on any such claim or demand, and satisfy any judgement that may be rendered against any of them therein. The Company also agrees to reimburse the District, its agents and employees for any sum which any of them required to pay on account of such demand, claim or lawsuit, including attorney’s fees.
- b. With respect to access to personally identifiable information from education records, as those terms are defined under FERPA, the Company represents, warrants, and agrees that:
 - i. The Company has a legitimate educational interest in accessing the information;
 - ii. The Company performs an institutional service or function for which the District would otherwise use employees;
 - iii. The Company is under the direct control of the District with respect to the use and maintenance of education records; and
 - iv. The Company is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and redisclosure of personally identifiable information from education records.

20. **General Provisions**

- a. Compliance with Board Policy. While performing services under this Agreement, the Company and its agents and employees will comply with all applicable laws and regulations, as well as all of the District’s rules, regulations, policies, and procedures, including, but not limited to, Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
- b. Extension and Modification. The Company and the 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 District and the Company.
- c. Savings Clause. This Agreement sets forth the entire agreement between the District and the Company concerning the subject matter thereof. There are no representations, either oral or written, between the District and the Company other than those contained in this Agreement. Should any portion of this Agreement be declared void or otherwise held

unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

d. Assignment. The Company may not assign or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the District.

e. Subcontracting. The Company may not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the District.

f. Independent Contractor. It is expressly understood and agreed by the District and the Company that the Company, its drivers, employees and agents are at all times acting hereunder as independent contractors and not as agents or employees of the District. Nothing in this Agreement shall be construed as creating an employment relationship between the Company and the District.

g. E-Verify. Within seven (7) days of the execution of this Agreement, the Company shall provide to the District an affidavit of compliance with E-Verify rules including a notarized statement that the Company has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that the Company does not knowingly employ any person who is an unauthorized alien in conjunction with the Services being provided under this Agreement.

h. Non-Waiver. No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

j. Headings. The various titles and headings used in this Agreement are used solely for convenience and are not to be used to interpret or construe any word, clause, paragraphs, or subparagraph of this Agreement.

k. Authority of Signatories. The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.

l. Anti-Discrimination Against Israel. To the extent that § 34.600, RSMo. applies to this Agreement, Company hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized

by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

m. Conflict of Terms. In the event that any terms of this Agreement conflict with the RFP or the Proposal, the terms of this Agreement shall be controlling. In the event that any terms of the RFP conflict with the Proposal, the terms the RFP shall be controlling.

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this Agreement on the dates set forth below their names.

ORRICK R-XI SCHOOL DISTRICT

[COMPANY]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

PROPOSED 4-DAY CALENDAR FOR 2023-2024

Orrick R-XI School District

2023-2024 4-Day Academic Calendar

July 23						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Daily Schuedule 7:45 am - 3:30 pm
Parent-Teacher Conference on 4/14
1:00 pm release

Teacher Work Day
First Day of School
No School-Staff PD Day
Parent-Teacher Conference

NO SCHOOL
End of Quarter
Possible Snow Makeup

August 23						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 23						
Su	M	Tu	W	Th	F	Sa
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 23						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 23						
Su	M	Tu	W	Th	F	Sa
				1	2	3 4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 23						
Su	M	Tu	W	Th	F	Sa
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

January 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 24						
Su	M	Tu	W	Th	F	Sa
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 24						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 24						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

July 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 9th & 10th New Staff Work Days
August 15 Back to School All Staff
August 16 Back to School Certified Staff
August 17 Teacher Work Day
August 17 Open House
August 22 First Day of School
October 13 - END OF 1ST QUARTER (32)
October 19 NO SCHOOL - P/T Conference
October 20 NO SCHOOL
Nov. 22-24 NO SCHOOL
December 19 - END OF 2ND QUARTER (34)
Dec. 19 - Jan 2 NO SCHOOL
January 2 - Teacher Work Day
January 3 - Classes Resume
February 16 - NO SCHOOL
March 8 - END OF 3RD QUARTER (38)
March 14 1:00 Release - P/T Conferences
March 15 - NO SCHOOL
March 29 - NO SCHOOL
May 12/19 GRADUATION
May 22 Last Day
May 22 END OF 4TH QUARTER (40)
Possible Snow Makeup May 6, 13, 20
Possible Snow Makeup May 23-31
5/31 Last Possible Inclement Weather Mak
155 staff days, 144 student days

SCHEDULE A

[insert pricing structure]