

**STUDENT TRANSPORTATION SERVICES AGREEMENT BETWEEN  
FRONTIER SCHOOLS, INC.  
AND**

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This Agreement (Agreement) is made by Frontier Schools, Inc. (the School or FSI), a Missouri non-profit corporation, and \_\_\_\_\_ (the Contractor) a corporation, duly organized and existing under the laws of the State of \_\_\_\_\_ and qualified to do business in Missouri.

**WHEREAS**, the School desires to purchase bus transportation services for its school district from a qualified Contractor; and

**WHEREAS**, the Contractor provides bus transportation services to school districts; and

**WHEREAS**, the Contractor represents and warrants to the School that it has the requisite expertise and resources to perform its obligations under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the School and the Contractor agree as follows:

**Section 1      Agreement**

This Agreement includes the following exhibits, which are attached and incorporated herein by reference:

- Exhibit A      –      Scope of Work
- Exhibit B      –      List of Schools and Drop-off / Pick-up Times
- Exhibit C      –      Pricing Page
- Exhibit D      –      Federal Work Authorization Program Affidavit

**Section 2      Scope**

**General Scope of Work.** This Agreement sets forth the terms and conditions upon which the Contractor will provide busing services to the School as described in detail in Exhibit A, Scope of Services. The days of services rendered include all student attendance days (including inclement weather make-up days) beginning on August 1, 2021 or at the first school day of the 2021-2022 school year. The Contractor shall provide all services under this Agreement in accordance with all applicable federal, state, and local laws and regulations.

The School will have sole authority to direct the routes, times and locations of pickup and delivery. A school calendar will be provided to the Contractor listing school days for which transportation service is required. It is understood that the number and days may vary. In the event of any changes in the school calendar FSI will provide an amended calendar as soon as practicable.

**Section 3      The Contractor Relationship**

**Contractor.** The parties to this Agreement agree that the Contractor relationship shall be created by this Agreement. The parties further agree that the terms of this Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship. The Contractor understands and

agrees that as a Contractor, it, and its employees, agents or subcontractors, will not be eligible to participate in any benefits or privileges given or extended by the School to its employees.

#### **Section 4 Approval Conditions**

**4.1 Executed Agreement.** This Agreement will not become effective until an understanding is reached between the parties and the Agreement has been fully-executed by authorized representatives of each party. The Contractor understands that the School shall not be obligated to compensate it for any services provided prior to the execution of this Agreement.

**4.2 Employment Eligibility.** Pursuant to Mo. Rev. Stat. §285.530, all business entities awarded any contract in excess of \$5,000 with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the extent allowed by the E-Verify Work Authorization Program of the United States (E-Verify). A business entity must affirm the same through sworn affidavit and provision of documentation, as well as sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided. Accordingly, The Contractor must have an authorized individual execute the “Federal Work Authorization Program Affidavit” attached as Exhibit D and provide the Affidavit to the School prior to performing services. Failure to do so will be considered a material breach. The Contractor further agrees to indemnify the School for any fines and legal fees incurred because employees or subcontractors of the Contractor are not authorized to work in the United States.

Accordingly, The Contractor:

**4.2.1** Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit D and deliver the same to FSI prior to or contemporaneously with the execution of its contract with FSI;

**4.2.2** Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to the Contractor’s employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by the Contractor to FSI;

**4.2.3** Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by the Contractor to FSI;

**4.2.4** Affirms the Contractor will notify FSI if it ceases participation in E-Verify, or if there is any action, claim or complaint made against the Contractor alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

**4.2.5** Agrees to provide documentation of its participation in E-Verify to FSI prior to or contemporaneously with the execution of its contract with FSI (or at any time thereafter upon request by FSI), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

**4.2.6** Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this contract that relate to Missouri Revised Statute 285.530.

**4.3 Equipment.**

- 4.3.1** All vehicles supplied by the Contractor shall be subject to the continuous approval of FSI. Vehicles that are unacceptable by reason of defect shall be either fully repaired to the FSI's satisfaction or replaced by the Contractor at no additional cost to FSI.
- 4.3.2** All vehicles provided by the Contractor shall meet or exceed all current, applicable federal, state and local laws, rules and regulations relating to safety, maintenance and emission standards.
- 4.3.3** All buses, including spares, shall not be more than ten (10) model years old at any time during this Agreement. An exception to this requirement may be granted by FSI in unique situations solely at the FSI's discretion. Approval in writing must be received from FSI prior to assignment of said buses. Failure to follow bus age requirement will result in Liquidated Damages charges of \$500.00 per bus/per day.
- 4.3.4** The Contractor will provide two-way radio equipment for each bus, including standby buses. The Dispatch Office radios must be maintained in good working condition at all times. Failure to maintain a two-way radio shall be a material breach of the Contractor's obligations. A two-way radio unit will also be supplied to the District Transportation Office to assist in the monitoring of daily routes and schedules.

The Contractor agrees that FSI shall have permission to monitor, intercept, use, and divulge all radio transmissions and oral communications between the Contractor's radio units.

- 4.3.5** An operational digital camera system with audio shall be required for all buses in regular or standby service to the School. The system must have a minimum of four (4) separate camera views. The cameras positioned so video recordings can be made a) of the bus driver while properly positioned in the driver's seat, b) the service entry of the bus for passengers and possible trespassers, c) a rear facing camera in the front bulkhead capable of seeing all seat positions of the passenger area of the bus, and d) a forward facing camera mounted on the rear bulkhead of the bus capable of recording all seat positions from the rear of the bus to the front of the bus.

Digital camera data with audio must be provided to the District on demand by the end of each operating day. Viewing of the digital camera data file must not be limited to a specific proprietary program; it must be able to be viewed by most standard PC video applications. All buses must be equipped with the digital camera system by the start of the Agreement. All video will be stored and maintained by the Contractor for a minimum of thirty (30) days. Failure to provide requested video footage will result in Liquidated Damages charges of \$1,000.00 per incident.

- 4.3.6** AVL/GPS and Child Check Systems: All Contractor vehicles will be equipped with GPS tracking systems for the entire term of this Agreement, at no additional cost to District. The tracking system should be a comprehensive and secure school bus tracking, communications, and engagement web-based tool for parents and school administrators. This system should provide live tracking and predictive stop arrival times, custom alerts and messages, additional user notifications, and provide dedicated customer support. All buses will also be equipped with child check systems as approved by the District. Failure to AVL/GPS and Child Check Systems will result in Liquidated Damages charges of \$100 per bus/per day.
- 4.3.7** Pre-Kindergarten transportation requires safety equipment for each student being transported on regular routes. Contractor should provide the safety equipment.

## **Section 5 Term**

- 5.1 Term.** The term of this Agreement (Term) shall begin on **August 1, 2021** and end on **July 31, 2024** (school years of 2021-2022, 2022-2023 and 2023-2024).
- 5.2 Renewal Term.** This Agreement may be renewed for two (2) additional one-year terms by mutual agreement of the parties. Parties must execute a renewal Agreement should they agree to an additional term.

## **Section 6 Contractor Requirements**

- 6.1 Contractor Requirements.** The Contractor must adhere to or provide the following:
- 6.1.1** The Contractor shall pay the cost of and furnish all equipment, accessories, labor, materials, and/or services necessary to perform the scope of work listed in Exhibit A.
  - 6.1.2** The Contractor must appoint a local representative (within 50 miles of the Kansas City metropolitan area) who shall be responsible for servicing the contract. The appointed representative shall be responsible for functions as necessary to insure that the account will be maintained in a professional manner.
  - 6.1.3** The Contractor shall comply with all current laws, codes and ordinances set forth by all applicable authorities (federal, state and local having jurisdiction over the area in which services are rendered, i.e. FCC, NED, PCS, etc.) and must have all required permits, licenses, bonding and insurance pertaining to the performance of the scope of work. No claims by the Contractor for additional payment will be approved by the School for changes required to comply with such. It is the Contractor's responsibility to remain abreast of and satisfy such requirements.
  - 6.1.4** The Contractor must certify that it is not currently under suspension or debarment by the State of Missouri, any other state or the federal government. Additionally, if the Contractor enters into any subcontracts with subcontractors who are currently suspended or debarred by the State of Missouri or federal government, or who become suspended or debarred by the state or federal government, during any term of the contract, the School will have the right to require the Contractor to terminate such subcontracts.
  - 6.1.5** If the Contractor is suspended or debarred by the State of Missouri, the federal government, or any other state during the term of this Agreement, the Contractor must inform the School within seven (7) days. The School reserves the right to immediately terminate the contract if the Contractor becomes subject to any of these conditions.
  - 6.1.6** The Contractor accepts the responsibility to fully understand all applicable policies and procedures of the School.
  - 6.1.7** The Contractor shall be properly registered with the Missouri Secretary of State to conduct business under this Agreement.
  - 6.1.8** The Contractor shall have any personnel with direct contact with the School's students to comply with Missouri Department of Elementary and Secondary Education requirements for background checks. The Contractor's employees, agents, or subcontractors working at the School must register and fingerprint with Missouri VECHS program before the first day of working at the School to be compliant with 168.133. Fees associated with the background check shall not be

reimbursed by the School. The Contractor should not assign its employees, agents, or subcontractors to the School if the results of the background check are unsatisfactory.

- 6.1.9 Buses provided shall be operated by properly licensed, qualified, and experienced drivers, and in accordance with all laws of the State of Missouri.

The School has the right to request the Contractor remove from service to the School any employee who, in the discretion of the School, is deemed unsuitable for the performance of services for the School. School shall make its request in writing, state the reasons therefore and include any supporting documentation, in the possession of the school, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

- 6.1.10 All municipal, county, and state ordinances, statutes, and regulations regarding passenger loads, general operation, and the specific operation of school buses must be strictly complied with at all times.

- 6.1.11 On an annual basis, the Contractor shall provide training in at least eight hours of duration to each school bus driver. Such training shall provide special instruction in school bus driving. Bus driver training information will be provided to the School in 24 hours upon request.

- 6.1.12 Bus drivers' medical endorsement will be provided to the School when requested. The Contractor shall have on file a statement from a medical examiner which indicates that the driver is physically qualified to operate a school bus for the purpose of transporting pupils. Such statement shall be made on a biennial basis. The term "medical examiner" includes, but is not limited to, doctors of medicine, doctors of osteopathy, physician assistants, advanced practice nurses, and doctors of chiropractic. For new drivers, such statement shall be on file prior to the driver's initial operation of a school bus.

- 6.1.13 The Contractor shall permit adults or other approved visitors to ride the buses only when authorized by the School. Family members of drivers, including children (unless child is assigned to that route) are not permitted on the school buses during the time the bus is operating under this contract, this includes deadheading time. Exceptions shall be requested and approved by the School in advance for special events or other emergencies. Drivers will admit all students at the designated route stop.

- 6.1.14 The Contractor shall furnish, operate, and maintain school buses for the transportation of students at such times and places as may be specified by the School. Late arrival to or departure from school due to conditions not involving road conditions for buses, late or not picking up students from their bus stops will result Liquidated Damages charges as below:

**Late arrival to or departure from school**

<b>Late Minutes</b>	<b>Charge (Per Route)</b>
0-5	\$0
6-10	\$25
11-20	\$50
21-30	\$100
31-45	\$150
46-60	\$200
61-90	\$500
91 or more	\$500 and no payment for the service

Late picking up students from their bus stop (Between 5-10 minutes): \$25 per incident  
(More than 11 minutes): \$50 per incident

Not picking up students from their bus stop: \$100 per incident

## **Section 7 Non-Discrimination**

The Contractor shall not discriminate on the basis of sex, race, religion, color, national origin, ancestry, age, disability, sexual orientation, or any other fact prohibited by law in the recruitment, selection, training or other employment related activities. Additionally, the Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **Section 8 Financial and Payment Terms**

- 8.1 Payment.** The School shall pay the Contractor for goods or services ordered according to Exhibit C, Pricing Page. No payment made shall be proof of satisfactory performance, either in whole or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.
- 8.2 Payment of Invoices.** The School agrees to pay all undisputed amounts within thirty (30) days of receipt of a properly itemized invoice. In the event of a dispute over an amount billed, the disputed amount will not be paid until the dispute is resolved according to Section 17.
- 8.4 Liquidated Damages Charges.** The Contractor must deduct the Liquidated Damages charges on the next invoice.
- 8.5 Tax Exemption.** The School is a tax-exempt entity. Any goods or services provided under this contract shall be exempt from any local, state, or federal tax.
- 8.6 Records.** The Contractor shall prepare and maintain all such records as the School will need to support payments. These records shall be provided to the School with the Contractor's invoices. Mileage for each route is mandatory.
- 8.7 Guaranteed Lowest Pricing.** The Contractor certifies that this Agreement contains their lowest and best pricing for all goods and services supplied by them to any other public entity.
- 8.8 Non-Exclusivity.** Nothing in this Agreement is intended to create any exclusive arrangement with The Contractor. The School reserves the right to purchase the same or like goods or services from other sources as it deems appropriate.

## **Section 9 Audits / Inspections**

The buses shall be subject to inspection at all times as to their condition and overloading, etc., by law enforcement agencies, school officials, and by any person so designated by the Superintendent to inspect same. Any vehicle not meeting required standards shall be immobilized until the requirements have been met.

The School, its independent auditor, and any applicable federal, state or local government entity, or any of their duly authorized representatives, shall have access to all records under this Agreement for audit and review upon request at a reasonable time and place. Upon termination of this Agreement for any reason, the Contractor agrees to return within thirty (30) days of termination, all records, including, but



not limited to, documentation necessary to certify the nature and extent of the cost of the scope of work provided, that was furnished to the Contractor by the School or was prepared by the Contractor during any Term of the Agreement.

## **Section 10 Subcontracts**

- 10.1 Use of Subcontractor.** The Contractor may not subcontract any portion of the services without the School's prior written consent. If a subcontractor is agreed to, the Contractor agrees to contract with the subcontractor under a separate written agreement, which shall contain a specific provision that said subcontractor shall be bound by the applicable terms and conditions of this Agreement. The Contractor shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the School shall have no liability whatsoever relating to such payment. The Contractor assures the School that the Contractor will be responsible for the acts or omissions of said subcontractor and agrees to be liable consistent with the Section 15, Indemnification, to the extent that any acts or omissions of the subcontractor relate to the provision of goods or services under this Agreement.
- 10.2 Subcontractor Employment Eligibility.** Prior to the use of any subcontractors and pursuant to Section 4.2, Employment Eligibility, the Contractor shall require the subcontractor to sign the form under Exhibit D affirming that the subcontractor does not knowingly employ any individual who is an unauthorized alien in connection with services provided to the School.

## **Section 11 Termination**

- 11.1** Both parties may terminate this Agreement at any time for convenience by giving sixty (60) days written notice. Unless instructed otherwise, The Contractor will cease work immediately upon receipt of the notice and take all reasonable actions to minimize expenses. The Contractor will be compensated for those goods and services provided prior to the termination date specified in the notice.
- 11.2** Either party may terminate this Agreement for cause by giving fifteen (15) days written notice, should the Dispute Resolution provided for in Section 17 below be unsuccessful.

## **Section 12 Proprietary Materials**

- 12.1** The Contractor agrees to hold in confidence any confidential and proprietary information or data relating to the School's business or student information and shall not disseminate, sell, trade, or disclose such confidential information without the School's written permission.
- 12.2** The Contractor understands and agrees that unauthorized disclosure of the School's materials and confidential information as provided within this section may result in the School seeking injunctive relief. The Contractor agrees to give prompt notice to the School of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the School to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. Further, nothing herein contained shall be construed to preclude the School from pursuing any other available remedy for such breach or threatened breach in addition thereto, or lieu of, such injunctive relief, including a suit for damages and reasonable attorney's fees. All steps taken by the Contractor relating to remedy shall be at its sole expense.

## **Section 13 Annual Appropriation of Funds**

**Annual Appropriation of Funds.** This Agreement shall be subject to annual appropriations of funds by the School in accordance with its normal funding practices. Notwithstanding any other provision of this

Agreement, in the event that funds are not available in full or in part, this Agreement will be subject to modification or termination, depending upon the extent of available funds. The School may terminate the Agreement in its entirety without penalty, if funding is not available.

## **Section 14 Insurance**

**14.1 Insurance.** The Contractor's failure to provide any insurance as requested under the Agreement will not relieve the Contractor of any contractual obligation or responsibility. Further, failure on the part of The Contractor to maintain insurance in full force during the term of the Agreement may be considered a material breach.

**14.2 Workers' Compensation.** The Contractor agrees to maintain and pay for Workers' Compensation insurance for its employees as required under any Workers' Compensation or similar law in the jurisdiction where the above-referenced services are performed.

**14.3 Liability.** The contractor shall provide and maintain, at the Contractor's expense, minimum insurance coverage as outlined in the table below from a carrier rated as "A+" or better by A.M. Best:

- a. General Liability Insurance (CGL): Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than: \$1,000,000 each occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and \$2,000,000 general aggregate.
- b. Automobile Liability Insurance: \$5,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, hired, and non-owned automobiles.
- c. Sexual, or Physical Abuse or Molestation: \$1,000,000 each occurrence/ \$2,000,000 aggregate.
- d. Umbrella/Excess Liability Insurance: \$10,000,000 coverage to be provided.

Certificates of Insurance: Contractor shall furnish certificates of insurance indicating the following:

- a. An endorsement naming FSI and each individual school as an additional insured under the General Liability, Auto Liability, and Umbrella Liability policies prior to commencing any work.
- b. An endorsement providing "Primary and Noncontributing" coverage under the policies to any additional insured as it pertains to General Liability, Auto Liability, and Umbrella/Excess Liability.
- c. An endorsement granting "Waiver of Subrogation" rights in favor of FSI and each school as allowed by law.

## **Section 15 Indemnification**

**The Contractor Indemnification.** The Contractor agrees to indemnify, defend, and hold the School, its officers, directors, employees, contractors, and agents harmless from and against any and all claims, liability, judgments, fines, and expenses, including all attorneys' fees and amounts paid in settlement actually and reasonably incurred by the School in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (Proceeding), to which the School is, was, or at any time becomes a party or is threatened to be made a party due to or attributable



to the acts or omissions of the Contractor, its officers, directors, employees, subcontractors, or agents. Nothing in this section shall be deemed or construed to be a waiver of sovereign immunity by the School.

Contractor's indemnification and hold harmless obligations under this section shall not apply the extent any loss, damages, suits, penalties, costs, liabilities and expenses arise from or are caused by the negligence or willful misconduct of the School, its employees, its agents or its Board of Education.

**Section 16 Notices**

Communications relating to this Agreement must be communicated by electronic mail, certified mail, return receipt requested, facsimile, or overnight courier to the following addresses or as may be later designated by written notice to the other party:

Frontier Schools, Inc.:  
Attention: Mr. Ugur Demircan, Superintendent  
30 West Pershing Road, Suite 402  
Kansas City, Missouri 64108  
Telephone: 816-241-6200  
FAX: 816-241-6201

The Contractor (Name):  
Attention:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 17 Dispute Resolution**

The Parties agree to cooperate in good faith in all actions relating to the Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with the Agreement. If a dispute should arise, the Parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. Specifically, the parties will attempt in good faith to resolve any issue, dispute, or controversy arising out of or relating to this Agreement, including but not limited to, any section of this Agreement that requires mutual agreement of the Parties, by promptly initiating negotiations between the Parties' representatives who have authority to settle any issue, dispute, or controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) days after delivery of such notice, representatives of both Parties will meet within seven (7) days at a mutually acceptable time and place. If the offending party has not corrected the issue within thirty (30) days of the meeting of both Parties, written notice of termination may follow according to Section 11.

**Section 18 General**

- 18.1 Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 18.2 Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the State of Missouri without regard to any conflict of laws provision. The parties consent to personal and subject matter jurisdiction in Jackson County, Missouri. The Contractor waives any objection to the venue of any action arising under this Agreement, which is brought in the state or federal courts located in the State of Missouri.

- 18.3 Waiver.** Waiver by the School of any term, covenant, or condition shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition.
- 18.4 Severability.** If, for any reason, any provision shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
- 18.5 Survival.** All representations, warranties, and indemnities made shall survive termination or cancellation of the Agreement.
- 18.6 Amendments.** The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by an authorized representative from both parties.
- 18.7 No Third Party Beneficiary Rights.** No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the School or the Contractor in the Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies of any third-party beneficiary.
- 18.8 Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
- 18.9 Advertising.** Vendor shall not advertise or publish, without the prior consent of the School, the fact that the School has entered into this agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

## **Section 19 Exhibits**

The Parties agree that if there are any conflicting terms and conditions between this Agreement and the exhibits, the terms and conditions of this Agreement shall prevail.

**Section 20 Entire Agreement**

This Agreement and any exhibits shall constitute the entire understanding of the parties and supersedes all prior agreements, discussions, and correspondence regardless of the subject matter.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed and does each warrant that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

**SIGNED:**

**FRONTIER SCHOOLS, INC.**

Date: \_\_\_\_\_

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

Name: Dennis Davis

Title: Board President of Frontier Schools, Inc.

\_\_\_\_\_ **(The Contractor)**

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

### Scope of Services

- A. The Contractor shall furnish, operate, and maintain school buses for the transportation of students and other persons at such times and places as may be specified by the School. Such transportation may be either within or without the School and on any day or days during the term of the contract. The Contractor shall, during the term of this Agreement, supply and maintain such school buses in sufficient quantity and capacity and the personnel as are required to fulfill FSI's needs for shared routes, field trips, late activities and other requested transportation services. The School will consult with the Contractor on a regular basis concerning any increases or decreases in the number of students requiring transportation.
- B. The Contractor shall provide the transportation herein specified each school day of the school year, established by FSI. School closing for inclement weather shall be a matter for the determination of the School. The Contractor shall provide transportation in all weather conditions unless directed otherwise by the District.
- C. FSI shall compile and provide to the Contractor student data necessary for the preparation of routes and schedules. From the student data provided, the Contractor shall design, plan, and thoroughly test the routes of travel and time schedules for all buses. Such routes and schedules shall be substantially similar to those used in previous school terms, adjusted and amended as necessary to accommodate changes in attendance boundaries, changes in student populations, or other changes required by the educational program of FSI. The Contractor shall furnish each FSI district school a complete route map seven (7) days before the first day of the school year and Summer School. The School shall provide a list of student's names and addresses no later than thirty (30) days prior to the beginning of each school term. The Contractor shall use the information to calculate the approximate pick up and drop off times for each stop. The Contractor will provide a list of the stop times to the School. The School shall inform parents or guardians of the route stop times.
- D. The School reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. The School shall notify the Contractor whenever changes are necessary in routes or time schedules, and The Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from the School. In the event the School changes routes or schedules once service has begun or been published, the School will assist in republication of changes or other notification to those students whose service has been changed. The Contractor shall consult with the School as to stops or portions of routes that The Contractor considers a safety concern due to traffic patterns or configurations. Special Education, McKinney Vento and special needs students shall be added to the route within 24 hours. Students address change requests must be completed within 48 hours.
- E. The Contractor will provide within ten (10) business days of any request, those reports and records which may be reasonably requested by the School pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. The Contractor shall maintain records and submit reports as are deemed necessary by the School. All reports required by the School shall be submitted on forms mutually agreed upon by both parties. Ridership reports must be submitted to the School monthly on the 2nd Wednesday each month between September and May.
- F. All transportation-related discipline problems will be handled in conformance with School policies, rules and regulations. The School has established and will provide The Contractor its written bus discipline policy. Drivers will be obligated to report misconduct on the bus to the respective principal who will take the necessary disciplinary action. In the event The Contractor believes that a student is ineligible to ride the bus, The Contractor must consult with the Superintendent or designee for guidance. No driver shall eject or remove a student from the bus unless authorized in advance by the School or if an emergency

arises, in which case the driver's supervisor, the School and law enforcement shall be immediately notified.

- G. The Contractor shall immediately notify authorized representative(s) of the School by telephone and confirm within 24 hours in writing, of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation service pursuant to this Agreement. The Contractor shall call local law enforcement agency to the scene of any accident and obtain a police report. If the law enforcement agency does not respond to the accident, The Contractor shall provide in writing the name, address, and telephone number of the law enforcement agency that refused to respond and the reason for the refusal. Written notification shall contain a full and complete statement of all relative facts including police case number when available. The Contractor shall call the parents of the students in the bus immediately after the accident.
- H. The Contractor will conduct emergency school bus evacuation drills once per semester for all students in grades PreK-12. The drill must be conducted under the direction of supervisory personnel and must include instruction and practice in the location, use and operation of the emergency door, fire extinguisher and first aid kit; opening windows in case of fire or accident; and in vacating the bus quickly through the emergency door, service door or both. The Contractor will schedule and notify FSI upon completion of drill. The first drill must be conducted before October 31 each year.
- I. The Contractor shall comply with all Missouri requirements regarding the installation and use of seatbelts by students on school buses. In addition, all special needs buses and special needs wheelchair buses shall be equipped with seat belts or a restraining device and have integrated safety seats built in. It shall be the Contractor's responsibility to ensure that such seat belts, car seats, or restraints are properly used and adjusted.
- J. The Contractor shall make certain that pre-trip inspections, as required by Missouri law, are performed on vehicles assigned to this Agreement. Vehicle defect logs and subsequent repair logs are to be kept on file at the maintenance facility. The Contractor shall make said logs available to School upon request.
- K. The Contractor shall maintain an adequate number of spare buses to meet maintenance and extracurricular requirements so as to provide continuous service to all the School programs.
- L. The Contractor is responsible for the purchase of all bus fuels.
- M. Route numbers are furnished by the School and shall be prominently displayed on the exterior of all buses as specified by the School. Route number signs, safety rules and all other appropriate safety signs will be provided by the Contractor for installation on all buses.
- N. The Contractor will submit on the 2<sup>nd</sup> Wednesday of every month a ridership list to District Office designated staff.

## Exhibit B

### List of Schools and Drop-off / Pick-up Times

Campus Name	Address	City	Zip	Bus Drop-off Times	Bus Pickup Times	School Day
Frontier School of Excellence	5605 Troost Ave	Kansas City	64110	7:00 AM	2:15 PM	7:30am-2:15pm
Frontier School of Innovation-Elementary	6700 Corporate Dr	Kansas City	64120	8:00AM	3:30 PM	8:30am-3:30pm
Frontier School of Innovation-Middle	1575 Universal Ave	Kansas City	64120	8:00 AM	3:30 PM	8:30am-3:30pm
Frontier STEM High School	6455 Commerce Ave	Kansas City	64120	7:00 AM	2:15 PM	7:30am-2:15pm

**Bus drop-off and pick-up times and school day times are subject to change.**



## Exhibit C

### PRICING PAGE-1 (Contractor-Owned Buses)

- Price per day single route for daily bus service and summer school

2021-2022	
2022-2023	
2023-2024	

- Price per day per double route for daily bus service and summer school

2021-2022	
2022-2023	
2023-2024	

- Price for transporting students following after-school late activities, tutoring, clubs, etc. (per hour)

2021-2022	
2022-2023	
2023-2024	

- Price for transporting students on extra-curricular activities in the Kansas City metropolitan area to include but not limited to Jackson, Cass and Clay counties in Missouri and Johnson and Wyandotte counties in Kansas (per hour)

2021-2022	
2022-2023	
2023-2024	

- Price for transporting students on extra-curricular activities outside of Metropolitan area (per hour).

2021-2022	
2022-2023	
2023-2024	

- Price per day for SPED, McKinney-Vento, Other Special needs students. (small group of students – mini bus or vans acceptable)

2021-2022	
2022-2023	
2023-2024	

- Price for Monitor (Bus Aide) on bus to assist driver (per hour)

2021-2022	
2022-2023	
2023-2024	

## PRICING PAGE-2 (School-Owned Buses)

**If the School provides buses (one or more), what is the price of all the other services (driver, operation, routing, fuel, etc.) for each bus?**

- Price per day single route for daily bus service and summer school

2021-2022	
2022-2023	
2023-2024	

- Price per day per double route for daily bus service and summer school

2021-2022	
2022-2023	
2023-2024	

- Price for transporting students following after-school late activities, tutoring, clubs, etc. (per hour)

2021-2022	
2022-2023	
2023-2024	

- Price for transporting students on extra-curricular activities in the Kansas City metropolitan area to include but not limited to Jackson, Cass and Clay counties in Missouri and Johnson and Wyandotte counties in Kansas (per hour)

2021-2022	
2022-2023	
2023-2024	

- Price for transporting students on extra-curricular activities outside of Metropolitan area (per hour).

2021-2022	
2022-2023	
2023-2024	

- Price per day for SPED, McKinney-Vento, Other Special needs students. (small group of students – mini bus or vans acceptable)

2021-2022	
2022-2023	
2023-2024	

- Price for Monitor (Bus Aide) on bus to assist driver (per hour)

2021-2022	
2022-2023	
2023-2024	

## Exhibit D

### Federal Work Authorization Program Affidavit

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath,  
state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_ (hereinafter "Contractor") and have authority to issue this affidavit on its behalf.
3. The Contractor is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Contractor's employees working in connection with the services The Contractor is providing to, or will provide to, FSI, to the extent allowed by E-Verify.
4. The Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services The Contractor is providing to, or will provide to, the FSI.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (The Contractor name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: