



SHAR-KYCE, LLC ADDENDUM TO THE AGREEMENT

THIS ADDENDUM is made and entered into as of the 17th day of June, 2024 by and between Audubon Schools, with principal offices at 428 Broadway Street ("Audubon") and Shar-Kyce, LLC d/b/a K and S Transportation, with its offices located at 6032 Wickfield Drive, New Orleans, LA 70122 ("Contractor").

WHEREAS, the parties entered into a contract for the provision of student transportation services on or about November 30, 2020 ("Agreement"); with an effective term of November 30, 2020 through June 30, 2021; the agreement may be renewed for subsequent terms of twelve (12) month periods, not to exceed sixty (60) months, upon the mutual written consent of both parties.

WHEREAS, the Parties desire to extend the term of the agreement and amend certain portions thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Addendum, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **TERM.** Pursuant to the Agreement, the parties may extend the Agreement and desire to do so for a period of one (1) year. The parties hereby agree to an extension of the term of the Agreement for an additional one (1) year period commencing on July 1, 2024 and extending through June 30, 2024 ("Extension Period").
2. **COMPENSATION.** A new Exhibit C, attached hereto, will replace in its entirety the Exhibit C attached to the original agreement.
3. **COMPLIANCE WITH LAWS.** Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein, including, but not limited to
 - a. Orleans Parish School Board Policy ED – Transportation Management
 - b. City of New Orleans Code, Chapter 162, Article XVI
 - c. Louisiana State Department of Education, Bulletin 119
4. **MISCELLANEOUS.** Except as may be expressly defined herein, (i) all words in this Addendum shall have the same meanings as in the Agreement and (ii) all other terms and conditions of the Agreement (as amended) shall remain in full force and effect. This Amendment shall insure to the benefit of and be binding upon the



AUDUBON SCHOOLS

Audubon Charter School - Uptown

Audubon Charter School - Gentilly

www.auduboncharter.org

parties, their successors and assigns. In the event of a conflict between this

Addendum and any other of the documents comprising the Agreement, this Addendum shall govern.

IN WITNESS WHEREOF, this Addendum 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.

Steven Corbett, Ed.D.
CEO
Audubon Schools

Shawn Jackson
Owner
SHAR-KYC LLC

EXHIBIT C

RATE SCHEDULE

The following is a list of fees and rates which shall apply to this Agreement, the Services and any additional charges which may be assessed:

- A. AM Route Services & PM Route Services: The following rates are listed on a per school bus and a per day basis, except as and/or in addition to as otherwise indicated.
- o Standard Route Services (centralized stopping): \$ 450.00
 - o Standard Route Services (centralized stopping - A/C Bus): \$525.00
 - o Tiered Route Services: \$ ____ .00
 - o Additional Duration: \$ ____ .00 per for every 15 minutes over scheduled route if caused by School.
 - o Monitor Cost: \$125.00 per day, per monitor
 - o Alteration of Routes after October 31st: \$ ____ .00 (per hour of Contractor office work)
- B. **Special Event Route Services**: All rates for Special Event Route Services shall be mutually agreed upon in writing by the parties on a per-occurrence basis.
- o In-Town Field Trips \$ 225.00
- C. **Special Needs Route Services**: The following rates are listed on a per-School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.
- o Routes less than 2 hours: \$ 450.00 (van with A/C; \$525.00 bus with A/C)
- D. **Miscellaneous Other Charges & Fees** (These fees will start August 2018):
- o Fees for Cancelled School-Day notified after 5 a.m.: \$ 150.00 (per School Bus)
 - o Return of School Bus Following Receipt of Clearance: \$ 150.00 (per School Bus)

- o Bus Stops outside of Orleans Parish: N/A (per day/per route)
- o Additional iBus Boss & GPS Training Sessions: \$ ____.00 (per training session)
- o Loss or Damage to Loaned Materials (These fees will start in August 2018):
 - Cell Phones \$ _____.00 (per phone)
 - USB (Camera Wires) \$ ____.00 (per USB / wire)
 - Camera Tapes \$ _____.00 (per tape)
 - SD Card \$ ____.00 (per card)
 - Keys \$ ____.00 (per key)
- o Fuel Surcharge Fees: If fuel exceeds 4.50 (per gal.): \$.10 cents (per mile)
- o Late Payment Penalty (accruing monthly on total unpaid invoiced amount)
 - more than 30 days late: 2.00%
 - more than 41 days late: 3.00%
- o Contractor Performance Penalties: Contractor shall be subject to the following penalties for poor performance:
 - Bus arriving at School after the latest permissible drop off time established by the School on AM & PM routes (This only becomes applicable after the first two weeks of services have passed and/or if the delay is not the fault of the Contractor): \$ 50.00 per bus
 - Bus arriving at School after the scheduled departure time established by the School on AM & PM routes (This only becomes applicable after the first two weeks have passed and/or if the delay is not the fault of the Contractor): \$ 50.00 per bus
 - Bus on which iBus Boss inoperable: \$ 80.00 per bus
 - GPS is inoperable (starting in August 2019): \$ 100.00 per bus
 - Bus on which Contractor communication equipment is inoperable: \$ 150.00 per bus

- Buses for which Contractor cannot produce video: \$ 150.00 per route