

AGREEMENT FOR THE TRANSPORTATION OF PUPILS

This **AGREEMENT FOR THE TRANSPORTATION OF PUPILS**, hereinafter referred to as the "AGREEMENT", is made and entered into this day 17 of May 2022, by and between **KEYSTONE OAKS SCHOOL DISTRICT** with a principal office located at *1000 Kelton Avenue, Pittsburgh, PA 15216*, hereinafter referred to as "DISTRICT", and **CARRIER MANAGEMENT CORPORATION DIB/A MATTHEWS BUS COMPANY**, a Delaware limited partnership, with its principal office located at 2601 Navistar Drive, Building Five, Lisle, Illinois 60532, hereinafter referred to as "CONTRACTOR."

1. Scope of Services. CONTRACTOR shall provide pupil transportation services to DISTRICT which includes, but are not limited to, transporting students; providing equipment, storage and maintenance thereof; providing employees to perform such services; and administrative, supervisory and operational services required thereby ("Work") based on the assumptions and at the rates set forth on Schedule A.
2. Change in Scope of Services. The following provisions shall apply in the event of the applicable reduction in service:
 - a. This Agreement contemplates a minimum of 180 operating days per school year. If the actual number of operating days falls below 180 during any school year, then the parties agree to renegotiate in good faith the rates provided in Schedule A if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon thirty (30) days' written notice. If the actual number of operating days falls below the contemplated minimum days and the District does not provide notice in advance of the end of the applicable school year making a renegotiation of rates impracticable, Contractor will invoice District and District agrees to pay a sum equal to fifty percent (50%) of the daily charges for each day work is cancelled.
 - b. If District cancels any work due to inclement weather, such as, but not limited to, snow, ice, flood, extreme cold, extreme heat or for other safety reasons or other emergency situations, Contractor will invoice District and District agrees to pay a sum equal to fifty percent (50%) of the daily charges for each day work is cancelled.
 - c. If the average daily number of routes is reduced by five percent (5%) or more, then both parties agree to renegotiate in good faith the rates provided in Schedule A if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon thirty (30) days' written notice.
3. Payment for Services. On or about the first business day of each month CONTRACTOR shall submit invoices in the form and number required by DISTRICT for all services performed under this AGREEMENT. Payment for such services will be made in check, money order, or ACH or wire transfers within a reasonable time thereafter, not to exceed ten (10) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees. In the event sums due and payable are not received within thirty (30) calendar days, a late charge of .5% per month of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, service may be discontinued until such time as CONTRACTOR has received all sums due.
4. Adjustment of Rates.
 - a. The rates set forth in Schedule A shall effective 7/1/2022.

- b. Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations impact CONTRACTOR's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.) during the term of the Agreement, CONTRACTOR, upon written notice to DISTRICT, may request a renegotiation of this Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the AGREEMENT upon thirty (30) days' notice.
5. Term. The term of this AGREEMENT shall be for a period of three (3) years beginning July 1st, 2022 through June 30th, 2025. This AGREEMENT shall be renewable for three (3) additional terms of one (1) year, at the option and mutual written agreement of both parties, taking into consideration CONTRACTOR'S performance under this AGREEMENT and cost negotiations, and subject to applicable statutes and regulations.
6. Entire Agreement. This AGREEMENT contains all the terms and conditions agreed upon by the Parties and no other agreements oral or otherwise, including DISTRICT's Request for Proposal, regarding the subject matter of this Contract, or any part thereof, shall have any validity or bind the Parties. The complete AGREEMENT consists of this AGREEMENT and the Proposal of CONTRACTOR, which is incorporated herein by reference. In the event of any conflict between the terms of this AGREEMENT and the Proposal, the terms of this AGREEMENT shall govern.
7. Permits and Licenses. CONTRACTOR, its employees, and its agents shall secure and maintain valid permits, licenses, and certifications as required by law for the execution of this AGREEMENT.
8. Insurance. CONTRACTOR shall maintain insurance as set forth below during this AGREEMENT period and shall furnish a certificate of insurance for General and Auto Liability coverage and for Workers' Compensation coverage. CONTRACTOR shall furnish new Certificates of Insurance for liability coverage and for Workers' Compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to DISTRICT.

General and Auto Liability insurance shall be maintained to protect CONTRACTOR from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of CONTRACTOR under this AGREEMENT. General and Auto Liability insurance shall each have a combined single limit of Five Million Dollars (\$5,000,000). Workers' Compensation insurance shall be maintained as required by law and to protect CONTRACTOR from claims, which may arise from its operation under this AGREEMENT. The DISTRICT shall be added as additional insured on CONTRACTORS general and auto liability policies.

9. Hold Harmless Agreement. To the extent permissible by law, CONTRACTOR shall hold harmless and indemnify 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, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of CONTRACTOR or of any person, firm, or

corporation, directly or indirectly employed by CONTRACTOR upon or in connection with its performance under this AGREEMENT.

To the extent permissible by law, DISTRICT shall hold harmless and indemnify CONTRACTOR, its 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, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of DISTRICT or of any person, firm, or corporation, directly or indirectly employed by DISTRICT upon or in connection with its performance under this AGREEMENT.

10. Safety Program. CONTRACTOR shall provide formal safety instruction on a regular basis for all operating personnel assigned to this AGREEMENT.
11. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this AGREEMENT, CONTRACTOR is an independent contractor, and neither CONTRACTOR, its employees or its Agents shall be considered to be an Officer, Agent, or Employee of DISTRICT.
12. Assignments. CONTRACTOR may assign or transfer any of its rights, burdens, duties, or obligations under this AGREEMENT to its parent company, affiliates, subsidiaries, or related legal entities. CONTRACTOR will advise DISTRICT of such assignment or transfer.
13. Subcontracting. CONTRACTOR will not subcontract any of its rights, burdens, duties, or obligations under this AGREEMENT without the written consent of DISTRICT, except on a short term, interim basis in the event of an emergency. Consent shall not be unreasonably withheld.
14. Routing and Scheduling. Prior to the start of any service under this AGREEMENT, DISTRICT and CONTRACTOR shall cooperatively establish routes and schedules conforming to the needs of DISTRICT. If, at any time during the term of this AGREEMENT, it is determined by mutual consent that service may be improved by revisions to routing, scheduling, or bus assignment, DISTRICT and CONTRACTOR shall plan and institute such changes jointly. CONTRACTOR shall have sufficient notice to review such changes and evaluate the safety considerations. All routes, schedules, and bus stops shall be established by CONTRACTOR on such basis as may be determined by it to be most efficient, but shall be approved by DISTRICT and shall not be revised without mutual consent and authorization.
15. Contractor Personnel. CONTRACTOR shall employ and assign for services under this AGREEMENT a sufficient number of regular and substitute drivers based on projected basic and supplementary transportation, taking into account the current driver absence rates. CONTRACTOR shall be solely responsible for hiring and discharging its employees. DISTRICT shall have the right to request removal of any of CONTRACTOR's employees from providing services under this AGREEMENT provided that such request is made in writing with the reasons set forth and provided that such request does not violate any laws against discrimination.
16. Record Keeping and Accident Reports. CONTRACTOR will be required to provide access to any and all operational records related to the provision of services under this AGREEMENT and kept in the ordinary course of business to DISTRICT within 30 days of DISTRICT's written request for such records. DISTRICT shall maintain the confidentiality of CONTRACTOR's records. All operational records, including, but not limited to audio, digital and video recordings are, and shall be, the exclusive property of CONTRACTOR.

All equipment involved in an accident shall be reported as defined by law. Accidents involving CONTRACTOR'S equipment or personnel while operating for DISTRICT shall also be reported to DISTRICT. If requested by DISTRICT, pupil injuries not involving acceleration, deceleration, or movement of the bus may also be reported to DISTRICT on forms provided by DISTRICT.

17. Equipment Requirements. All buses supplied under this AGREEMENT shall be approved school buses, as defined by applicable statutory or administrative codes within the state in which DISTRICT operates.

- a. Regular preventive maintenance shall be practiced on all buses.
- b. Spare buses, either DISTRICT or CONTRACTOR supplied, of appropriate sizes, and meeting all the above requirements, shall be located by CONTRACTOR at points close enough to DISTRICT so they may be substituted for regularly assigned buses, if needed, without delay.
- c. Contractor shall install digital/audio cameras on all buses at the cost of the CONTRACTOR. The Contractor is not responsible for the monitoring of the camera footage.

18. Fuel. Fuel shall be paid for and provided by CONTRACTOR.

19. Termination of Agreement. If either Party refuses or fails to perform services as required as specified in this AGREEMENT, or any separable part thereof, the other Party may, without prejudice to any other right or remedy, serve written notification upon it of intention to terminate and, unless within forty-five (45) days after service of such written notice of the condition or violation the party in breach shall cease and make satisfactory arrangements for the correction thereof, this AGREEMENT shall, upon the expiration of the forty-five (45) days, cease and terminate.

20. Notices. Notices to either party to this AGREEMENT shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:

DISTRICT: Keystone Oaks School District
Attn: John Lyon
1000 Kelton Avenue
Pittsburgh, PA 15216
Telephone: (412) 571-6026

CONTRACTOR: Carrier Management Corporation D/B/A
Matthews Bus Company
Attn: Contract Management Specialist
2601 Navistar Drive, Building Five
Lisle, Illinois 60532
Telephone: (630) 821-5400

21. Discipline. CONTRACTOR will report serious or persistent misconduct on the part of students to the designated DISTRICT employee. DISTRICT shall then impose reasonable disciplinary measures upon the students in accordance with its discipline management program.

22. Force Majeure. CONTRACTOR shall be excused from performance hereunder, and DISTRICT shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that CONTRACTOR is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR.
23. Choice of Law. This AGREEMENT shall be governed by the laws of the State of Pennsylvania without regard to its conflict of laws principles.
24. Severability. In the event any provision of this AGREEMENT is determined to be illegal or void, the remainder of this AGREEMENT shall remain in full force and effect.
25. Amendments. Changes to this AGREEMENT may only be made by written amendment mutually agreed to by the parties.
26. Attorney's Fees. If any legal action is brought by either of the parties hereto, it is expressly agreed that the party in whose favor final judgment shall be entered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded.
27. Execution by Facsimile or in Counterparts. The Parties may sign this AGREEMENT in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this AGREEMENT, with all signatures appended together, shall be deemed a fully executed AGREEMENT. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.
28. If Liquidated Damages are included: District must notify the General Manager (of the Contractor location that performs the services) in writing (an email to the General Manager is an acceptable form of notice) within three (3) days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within 30 days of its occurrence. No liquidated damages shall be assessed during the first 30 days of any Agreement school year. Failure to timely notify or assess shall relieve Contractor of its obligation to pay liquidated damages for such occurrence. Notice must provide specifics regarding the occurrence, including a reference to the contract provision at issue as well as all information necessary for Contractor to review the claim. This Agreement does not provide for a District unilateral right to set-off and District cannot deduct the liquidated damages from payment due Contractor until Contractor has confirmed in writing (email is an acceptable form of writing) to the District that the claim and amounts are appropriate.

Keystone Oaks School District

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date written above.

**CARRIER MANAGEMENT CORPORATION
D/B/A MATTHEWS BUS COMPANY**

KEYSTONE OAKS SCHOOL DISTRICT

By: _____	By: _____
Name: <u>Gary L. Waits, Jr.</u>	Name: <u>William P. Stropkaj, Ed.D.</u>
Title: <u>President & CEO</u>	Title: <u>Superintendent</u>
Date: <u>May 19, 2022</u>	Date: <u>May 18, 2022</u>

**KEYSTONE OAKS SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED
SCHOOL BUS TRANSPORTATION OF
KEYSTONE OAKS SCHOOL DISTRICT
SPECIAL EDUCATION AND ACT 372 STUDENTS**

PRICE (BASE PRICE) FOR DAILY RUNS: Schedule A

Keystone Oaks - Special Education

		3.00%	3.00%	3.00%
	Current Rates	SY 2022-23	SY 2023-24	SY 2024-25
Mini Van Route	\$222.92	\$229.61	\$236.50	\$243.59
Mini Van Shared	\$111.46	\$114.80	\$118.25	\$121.80
Mini Bus Daily	\$258.59	\$266.35	\$274.34	\$282.57
Mini Bus Shared	\$129.30	\$133.18	\$137.17	\$141.29
Van Daily	\$222.92	\$229.61	\$236.50	\$243.59
Van Shared	\$111.46	\$114.80	\$118.25	\$121.80
Midday	\$111.46	\$114.80	\$118.25	\$121.80
Midday	\$98.76	\$101.72	\$104.77	\$107.92
Monitor/Day	\$94.11	\$96.93	\$99.84	\$102.84