

AMENDMENT NUMBER FOUR
TO AGREEMENT FOR THE TRANSPORTATION OF STUDENTS
BETWEEN ANN ARBOR PUBLIC SCHOOLS AND
DURHAM SCHOOL SERVICES, L.P.

THIS AMENDMENT (the "Amendment") to Pupil Transportation Services Contract is effective this 1st day of September, 2020 by and between Ann Arbor Public Schools (the "District") and DURHAM SCHOOL SERVICES, L.P. (the "Contractor" and together with the District, the "Parties")

WHEREAS, on or about July 1, 2020, the Parties executed Addendum Three to amend the existing **AGREEMENT FOR THE TRANSPORTATION OF STUDENTS**, dated June 25, 2015 with a term running through June 30, 2025, as amended (the "Agreement");

WHEREAS, Contractor agreed to provide District with school bus transportation services as is set out in the Agreement and corresponding Request for Proposal ("RFP");

WHEREAS, the full scope of services provided by Contractor to District under the Agreement includes without limitation transporting students; providing vehicle maintenance; providing employees to perform such services; and administrative, supervisory and operational services required thereby, including initial investment of resources and technology resources (the "Services");

WHEREAS, the Parties recognize that Contractor's rates and the payment schedule set forth in the Agreement contemplate a base term of five (5) years equated to a minimum of 180 operating days per school year in accordance with the regularly scheduled school year, and are structured to compensate Contractor for the Services over the entire term of the Agreement;

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic;

WHEREAS, in order to protect the health and welfare of the students, District has modified the school calendar to begin the school year in a remote setting and when the District deems it reasonably safe to do so, transition to include a combination of virtual and in person instructional days, and has implemented a re-opening plan to mitigate the risk of infection by COVID-19 ("Re-opening Plan");

WHEREAS, District may choose to resume school related activities with students attending school online ("Remote Model"), or with students attending school some days in person and other days via the Remote Model ("Hybrid Model"), or with students attending school via a combination of the two models.

WHEREAS, both Contractor and District acknowledge that, under any of the models, Contractor will continue to perform Services, and will continue to pay its drivers, management, administrators, and other pertinent staff members of Contractor (“Employees”);

WHEREAS, in light of the changes required due to COVID-19 to protect the health and welfare of the students, Contractor and District agree to modify the Services and Contractor’s compensation.

NOW, THEREFORE, in consideration of these recitals, and the terms and conditions of the Agreement, and intending to be legally bound, the Parties agree as follows:

1. The parties agree to modify the Services as set forth on Schedule A.
2. In consideration of the Services Contractor agrees to provide under the terms of this Amendment, District agrees to pay Contractor the rate(s) as identified on Schedule A (“Rates”).
3. This Amendment shall be effective on August 21, 2020 and shall terminate on June 15, 2021. The parties may agree to extend the term of the Amendment and Parties obligations under this Amendment by written mutual agreement.
4. District agrees to pay for the implementation of safety and cleaning measures as set out on Exhibit A.
5. District agrees to waive any rights to Liquidated Damages or other penalties related to the performance of the Services per the Agreement, as a result of COVID-caused operational issues, such as a COVID outbreak at a CSC resulting in driver and/or staff losses, during the term of this Amendment and for up to forty-five (45) days after District resumes the In-Person Model for the majority of its students.
6. Except as specifically amended herein, all of the terms and conditions set forth in the Agreement are unaffected and remain in full force and effect. Where there is any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above:

DURHAM SCHOOL SERVICE, L.P.

ANN ARBOR PUBLIC SCHOOLS

Name: Lucy Kalkman
Title: Senior Vice-President/COO

Name: Jill Minnick
Title: Assistant Superintendent, Finance & Operations

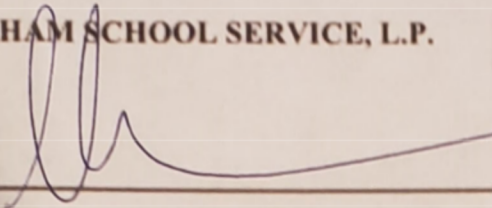
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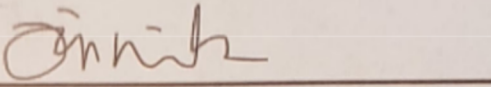
Date: 9/8/2020

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DURHAM SCHOOL SERVICE, L.P.

ANN ARBOR PUBLIC SCHOOLS





Name: Lucy Kalkman
Title: Senior Vice-President/COO

Name: Jill Minnick
Title: Assistant Superintendent, Finance & Operations

Date: 9-13-2020

Date: 9/8/2020

EXHIBIT A

SERVICE TO BE PROVIDED:

- Executing food service programs and athletic events while in the remote model
- Executing measures required to ensure employee and compliance with company and regulatory safety standards
- Executing measures required to ensure vehicle compliance with company and regulatory safety standards
- Recruitment efforts
- Employee training
- Vehicle maintenance
- Invest in facilities and resources exclusively for the benefit of the district

CONTRACTOR RATES:

The following Rates will apply according to the different stages of the District's Re-opening Plan:

1. For the **Remote Model** District will pay Contractor the daily rate of \$36,380 to the extent that all Students are attending school remotely and to the extent that the Contractor will continue to pay admin, maintenance, driver and monitor wages, fixed costs and variable costs to continue running the transportation operations.
2. For the **Hybrid Model District** will pay Contractor 100% of the daily rate per route set out in the Agreement for all daily routes that are run, as well as 90% of the daily rate per route set out in the Agreement for all daily routes that are not run, to the extent that some Students are attending school remotely and to the extent that the Contractor will continue to pay admin, maintenance, driver and monitor wages, fixed costs and variable costs to continue running the transportation operations

IMPLEMENTATION OF SAFETY AND CLEANING MEASURES AND ASSOCIATED COSTS:

After the completion of each tier, drivers will disinfect seats and high-touch areas on the bus with a self-acting, spray-on disinfectant to be provided by Contractor and reimbursed by the District as a pass-through expense on the normal monthly billing cycle.

Hand sanitizer to be provided, as needed, by Contractor, and reimbursed by the District as a pass-through expense on the normal monthly billing cycle.

All other personal protection equipment (PPE) mandated by the State of Michigan or required by the District, shall be provided by the Contractor and reimbursed by the District as a pass-through expense on the normal monthly billing cycle.

The District may choose to provide PPE at no cost to the Contractor and without reimbursement.