

COLUMBIA PUBLIC SCHOOLS SERVICE AGREEMENT RENEWAL AMENDMENT NO. 1 -
PROJECT # C-15029

This Renewal Agreement Amendment ("Amendment") is entered into this 13th day of April, 2020, by and between the Columbia School District No. 93, a public school district and political subdivision of the State of Missouri ("CPS"), and STA Missouri, Inc., D/B/A Student Transportation of America, Inc., a corporation registered to do business in the State of Missouri ("Provider").

WHEREAS, Provider and CPS entered into an Agreement on December 8, 2014, ("the Agreement"), whereby Provider would furnish Pupil Transportation Services 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; and

WHEREAS, the CPS has closed schools due to the COVID-19 virus; and

WHEREAS, the Provider and CPS have agreed to a level of compensation to be paid to Provider by CPS during said school closures; and

WHEREAS, the parties hereto both desire that the Agreement should be amended to reflect said payments and their purpose.

NOW, THEREFORE, in consideration of the covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CPS shall pay to Provider an amount equal to (\$929,343.18) for the month of April 2020 and (\$760,371.70) for the month of May 2020 if CPS school closures extend through the end of the regular 2019-2020 school year. If school resumes, then CPS shall pay to provider amounts invoiced for services delivered as required by the Renewal Agreement terms and this Amendment shall cover only the days impacted by school closures and the payments noted shall be reduced on a pro-rata basis to cover only the days of school closures.
2. Provider shall pay base guaranteed hours for AM and PM home-to-school services to its drivers and monitors that remain employed during the continuation of the school closures through the end of the 2019-2020 regular school year, along with other fixed costs Provider incurs that continue during the school closure period.
3. To the extent that Provider has, due to CPS' closure, laid off or otherwise terminated the employment of any drivers or monitors that provided AM or PM home-to-school services to CPS during the 2019-2020 school year, Provider shall offer to rehire those individuals under the same terms and conditions as other drivers and monitors currently employed by Provider. If those individuals accept such reemployment, Provider shall provide them with full back-pay up to and including the date of CPS' closure, minus any unemployment benefits received by them during CPS' closure.
4. Provider shall not layoff or otherwise terminate the employment of any drivers or monitors currently employed by Provider that provided AM or PM home-to-school services to CPS during the 2019-2020 school year, unless a driver or monitor voluntarily resigns or otherwise violates Provider's rules or regulations in effect at the time of CPS' closure.
5. The parties agree that this Amendment and the payment obligations under the same are a direct result of the COVID-19 pandemic and CPS' closure, and shall only apply as noted herein. This Amendment is not to be construed as establishing a similar payment method for any future event, and once CPS' closure ends the parties will continue to comply with the terms of the Agreement and the Renewal Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year written below.

COLUMBIA SCHOOL DISTRICT NO. 93

STUDENT TRANSPORTATION OF AMERICA

By: _____

By: _____

Print: Helen Wade

Print: _____

Title: President, Board of Education

Title: Senior VP, Central Region Operations

Date: April 13, 2020

Date: April ____, 2020

Attest by: _____

Attest by: _____

Tracy Davenport
Secretary, Board of Education

Print: _____