

AMENDMENT TO THE 2017-22 AGREEMENT BETWEEN ELLINGTON BOARD OF EDUCATION AND FIRST STUDENT, INC.

THIS AMENDMENT is made and entered into as of the 30th day of June 2020 by and between the Ellington Board of Education (“Customer”) and First Student, Inc. (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties entered into that certain 2017-22 contractual agreement (hereinafter the “Agreement”) on June 28, 2017; and

WHEREAS, Connecticut Governor Ned Lamont issued a series of Executive Orders associated with emergency and preparedness to the COVID-19 pandemic that have, among other things, closed schools throughout the State of Connecticut; from March 15, 2020 through at least the end of the 2019-20 school year; and

WHEREAS, Customer suspended most of the Contractor’s transportation and related services due to the COVID-19 pandemic in accordance with Executive Orders or other governmental acts (“Closure Period”) but fully paid the Contractor for all services provided for by the Agreement from July 1, 2019 through and including March 15, 2020; and

WHEREAS, on March 27, 2020, President Trump enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provides, in relevant part: “A local educational agency, State, institution of higher education, or other entity that receives funds under the ‘Education Stabilization Fund’, shall to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus”; and

WHEREAS, Governor Lamont issued Executive Order 7R on March 31, 2020 directing parties to school transportation contracts to negotiate amendments to existing contracts to address actual and reasonable costs incurred by transportation contractors during the Closure Period so transportation contractors can, among other things, compensate active employees and provide health insurance and other costs reasonably necessary for sustaining the continuity of school transportation services when school resumes; and

WHEREAS, on April 14, 2020, the State Department of Education issued a guidance memo concerning Executive Order 7R in which the State Department of Education stated that Executive Order 7R should be read consistent with the language in the CARES Act and that Boards of Education should “compensate their...contractors during this period of disruption, *to the greatest extent practicable.*”

WHEREAS, Governor Lamont subsequently issued orders that ultimately extended the Closure Period for the remainder of the 2019-20 school year, providing only distance learning opportunities for students to receive instruction in their homes; and

WHEREAS, Customer’s 2019-20 budget did not anticipate costs associated with its response to the COVID-19 pandemic and are further strained by lost revenue from cafeteria and other operations due to the cancellation of all public school classes; and

WHEREAS, Contractor’s bus drivers and some additional staff were furloughed/laid off by the Contractor from March 15, 2020 through and including at least June 30, 2020, are not receiving pay from the Contractor, and are receiving unemployment compensation during such furlough/ lay off; and

WHEREAS, in order to sustain business continuity and preserve the labor force during this extended Closure Period in order to sustain continuity of service when school resumes, Customer and Contractor wish to amend the Agreement to ensure that, during this Closure Period, Contractor can sustain its business operation, while not being enriched by any payments from the Customer for services during the Closure Period.

**Amendment to the 2017-22 Agreement Between
Ellington Board of Education and First Student, Inc.**

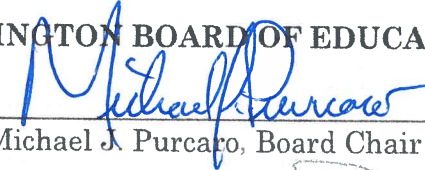
NOW, THEREFORE, the Parties mutually agree as follows:


1. For all services rendered by Contractor to the Customer during the Closure Period, Customer shall pay to the Contractor the amount of one hundred fifty thousand dollars (\$150,000) ("Compensation"). Payment of the Compensation will extinguish all further financial obligations of the Customer to the Contractor for the contractual period July 1, 2019 through and including June 30, 2020. Customer shall be obligated to make no further payments of any kind to the Contractor for any reason for said period.
2. Contractor has not received financial support from either federal or state government to defray the fiscal impact of the COVID-19 pandemic upon Contractor's school transportation business for 2019-2020. Should Contractor later receive financial support from either federal or state government or any source other than the Customer to defray the fiscal impact of the COVID-19 pandemic upon Contractor's school transportation business for 2019-2020, Contractor shall promptly notify the Customer and the parties shall work together to resolve how such monies shall be credited to or repaid to the Customer.
3. Except as otherwise expressly provided by this Amendment, all of the respective terms, conditions and provisions of the Contract shall remain in full force and effect. It is declared and agreed by each of the parties hereto that this Amendment and the Contract be read and construed as one instrument. It is the intent of the Parties that the terms and conditions of the Contract will resume in full force and effect upon the complete and final conclusion of the Closure Period or through subsequent amendment to address impacts of the COVID-19 pandemic on the 2020-2021 school year.

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment 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.

ELLINGTON BOARD OF EDUCATION


By:  -----
Michael J. Purcayo, Board Chair

By:  -----
Dr. Scott V. Nicol, Superintendent of Schools

ATTEST:

By: 

FIRST STUDENT, INC.

By: 
Michael Trujillo

Title: Area General Manager

ATTEST:

By: 