

EXHIBIT A

March 20, 2020

Mr. Michael Dematteo
Blackstone Valley Prep School
7 Fatima Drive
Cumberland, RI

RE: Agreement for the Transportation of Pupils between Durham School Services, L.P. (CONTRACTOR) and Blackstone Valley Prep School (DISTRICT) dated May 18, 2012, as amended (the "Agreement")

Mr. Dematteo:

Reference is made to the Agreement and all capitalized terms used but not otherwise defined herein shall have meanings ascribed to them in the Agreement.

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. In an effort to protect the health and welfare of its students and their families, District has closed or plans to close all District schools and cancelled all school related activities effective on or about March 16, 2020 (the "Closure").

In light of this unprecedented occurrence the DISTRICT has agreed to pay CONTRACTOR the full fixed costs and driver wages required to perform the Services as set forth in the Agreement for the two week period starting March 23, 2020 and ending April 3, 2020, at a daily rate of \$7,826.43 although Contractor and District hereby acknowledge and agree that District is under no obligation under the Agreement to do. Should the Closure be extended beyond April 3, 2020, additional payments shall be discussed by the parties provided, however, that Contractor and District hereby agree that nothing contained in this letter in any manner whatsoever shall obligate District to make any payments post April 3, 2020. Should the Closure result in the school year being extended, DISTRICT will not pay CONTRACTOR for in excess of 180 days for the 2019/2020 school year. CONTRACTOR agrees to pay CONTRACTOR employees their standard wages during the Closure and to provide their standard benefits during the Closure. Contractor ~~and~~ will use its best efforts to maintain qualified drivers at the levels required to ~~f~~immediately resume services per the Agreement after the Closure ends.

If any Federal or State law is enacted or any order or decree is issued by any governmental or quasi-governmental agency having authority over District and Contractor (collectively, a "Law") which provides that District make payment to Contractor during the Closure in an amount which exceeds the amount agreed upon herein, then the terms of such Law shall govern. In the event funds are made available to Contractor by any Federal, State or local government or agency thereof (other than District) to provide for the payment of the wages and benefits to Contractor's employees during the Closure, Contractor hereby agrees unconditionally to repay District the

amounts paid by District pursuant to this letter within forty-five (45) days of such funds being made available to Contractor by such Federal, State or local government.

Each person executing this letter represents that he or she has full and legal authority to confirm the payment agreement for and on behalf of the respective party for which he or she is executing this letter and to bind that party.

If this letter reflects your understanding of the payment agreement please sign and date on the signature line below.

DURHAM SCHOOL SERVICES, L.P.
By: Durham Holding II, LLC
Its: General Partner

BLACKSTONE VALLEY PREP SCHOOL

Name: Stephen Schmuck
Title: Senior Vice President

Name:
Title:

Date: _____

Date: _____