

AMENDMENT
Between the
SHREWSBURY PUBLIC SCHOOLS
and
AA Transportation Inc. [of Shrewsbury, MA]

This Amendment is entered into between the Town of Shrewsbury and Shrewsbury Public Schools, acting through its Superintendent and the Chair of its School Committee, (hereinafter, the “Shrewsbury Public Schools” or the “District”) on the one hand, and AA Transportation Co. on the other hand, (collectively referred to as the “Parties”) on this 29th day of April, 2020 to amend the Contract for School Transportation dated 27 March 2018 (hereinafter “Agreement”). It is intended to memorialize certain commitments by the Parties as outlined herein.

WHEREAS, on March 10, 2020, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (“COVID19”); and,

WHEREAS, Charles D. Baker, Governor of the Commonwealth of Massachusetts, ordered that all public and private elementary and secondary (K-12) schools in the Commonwealth, excluding residential and day schools for special needs students, shall suspend all normal, in-person instruction and other educational operations at the end of the school day on Monday, March 16, 2020 and shall not re-open for normal operations before Monday, June 29, 2020 (hereinafter the “Governor’s Mandatory Closure”); and,

WHEREAS, the Shrewsbury Public Schools recognize that these unprecedented times involving COVID-19 and the attendant Governor’s Mandatory Closure will impact certain uniquely positioned vendors that primarily are in operation to support the Shrewsbury Public Schools; and,

WHEREAS the Town of Shrewsbury and the Shrewsbury Public Schools are parties to a contract with AA Transportation Co. to provide transportation to certain of the District’s students. Although the bus drivers and other support personnel associated with the Agreement are employees of AA Transportation Co. such employees play an integral role in the transportation of District students and are instrumental in the orderly operation of the District on a daily basis when school is in session; and,

WHEREAS it is the shared desire of the signatories to this Amendment that the bus drivers and other support personnel employed by AA Transportation Co., Inc. and who are regularly assigned to work transporting the District’s students have been furloughed during the period of the Governor’s Mandatory Closure be compensated as provided herein; and,

WHEREAS it is recognized that Massachusetts General Laws, Chapter 41, Section 56 only allows for the payment of services actually rendered to the Town; and,

NOW, THEREFORE, in an effort to establish some general commitments between the Parties during this period of uncertainty, the Shrewsbury Public Schools and AA Transportation Co., Inc. mutually agree to the following:

1. This Amendment modifies the current Agreement for School Transportation Services in place during the Governor's Mandatory Closure. All other provisions of that Agreement remain in effect.
2. AA Transportation Co., Inc. will give notice to and re-employ all drivers and support personnel and make buses, bus drivers and all other support personnel available to the Town of Shrewsbury and/or the Shrewsbury Public Schools to provide transportation services as may be needed during the Governor's Mandatory Closure. It is further expected that AA Transportation Co., Inc. will adhere to recommendations around issues of social-distancing and maximum assembly of persons issued by the Governor in connection with the transportation pursuant to this paragraph.
3. AA Transportation Co., Inc. will "make whole" from a wage and benefit standpoint (the "Make Whole Wages and Benefits") all bus drivers and support personnel in support of this contract retroactively to the first official school closure date of March 17, 2020 and forward through the end of the 2019-2020 regular school year as defined by the District's school calendar. . For purposes of this Agreement Make Whole Wages and Benefits will be based on average weekly regular route wages and charter wages paid during the month of February 2020, and benefits provided and subject to such terms and conditions hereof as of February 2020.
4. AA Transportation Co., Inc. agrees to indemnify and hold the Shrewsbury Public Schools harmless in connection with its transportation pursuant to Paragraph 2 above and any litigation or damages arising therefrom. AA Transportation Co, Inc. also agrees to maintain liability insurance, in at least the same coverage amount and under the same terms that it maintains pursuant to the Agreement, on all buses to be utilized in connection with the transportation of individuals as outlined in Paragraph 2 above.
5. The Shrewsbury Public Schools will pay AA Transportation Co., Inc. [\$308.80] for each school day that school is closed during the Governor's Mandatory Closure for "Home-to-School" buses and vans under contract. This amount represents seventy-five percent [75%] of the daily contractual cost for student transportation (i.e. "Home-to-School") based on current vehicle usage between the Shrewsbury Public Schools and AA Transportation Inc. pursuant to the Agreement. No other services such as field trips, athletics, special charters, or bus/van monitors will be billed or paid for during the school closure period.
6. AA Transportation Co., Inc. agrees as a condition of its receipt of the payments outlined herein at Paragraph 5 above that it will pay all employees assigned to the Shrewsbury Public Schools contract average weekly regular route wages and charter wages paid during the month of February 2020 of all such employees. AA Transportation Inc. agrees



to furnish evidence of these payments, by individual, if requested by the Shrewsbury Public Schools.

7. By making this agreement and as a condition of its receipt of the payments outlined herein at Paragraph 5 above, AA Transportation Co., Inc. does not give up its right to apply for COVID-19 federal stimulus relief funds for which it might be eligible. Both parties acknowledge and understand that under no circumstance is it intended that AA Transportation Co., Inc. receive both payments from the Shrewsbury School District, other school districts and customers and federal stimulus funds that would exceed the total revenue that AA Transportation Co. would otherwise receive under normal operations had the Governor's Mandatory Closure not occurred. As such, AA Transportation Co., Inc. hereby notifies the district that the company has applied for an SBA loan under the CARES act. AA Transportation Co., Inc. will notify the district upon receipt of notification of forgiveness of any portion of said CARES act loan or receipt of any other similar stimulus grant. Further, if the federal stimulus forgiveness or such other grant and or forgiveness received by AA Transportation, in combination with the payments agreed upon in Paragraph 5 above received from the Shrewsbury School District, other school districts and other customers exceed what would have totaled expected revenue had the Governor's Mandatory Closure not occurred, then AA Transportation Co. agrees it will return such overpayments to the Town/District as either a cash payment or credit towards future services as agreed upon by the Town/District and AA Transportation on a pro rata percentage basis.
8. AA Transportation Co. acknowledges that this agreement is contingent on authority being granted to the Town of Shrewsbury Y and the Shrewsbury Public Schools to make the payments outlined herein at Paragraph 4 above. In the event that a determination is made or opinion rendered that such payments are not permissible or lawful under state, federal or local laws, regulations, or ordinances, whether issued by a court of competent jurisdiction or appropriate governmental agency or legal representative, the obligation to make such payments shall cease and this Amendment shall become null and void with no further recourse to AA Transportation Co. In addition, in the event that a determination is made or opinion rendered that such payments are not permissible or lawful under state, federal or local laws, regulations, or ordinances, whether issued by a court of competent jurisdiction or appropriate governmental agency or legal representative, any payments made hereunder shall be credited back to the Town of Shrewsbury and Shrewsbury Public Schools for purposes of satisfying charges associated with any future services provided by Shrewsbury under the Agreement. In the event this Amendment shall become null and void as provided in this Paragraph, then and all claims that AA Transportation Co., Inc.'s may have under the Contract for School Transportation dated 27 March 2018 shall be fully restored.
9. It is agreed by the Shrewsbury Public Schools and AA Transportation Co. that this Amendment and its terms are only effective for the duration of the Governor's Mandatory Closure (i.e., end of school on Monday, March 16, 2020 through reopening for normal operations no sooner than June 30, 2020), and any extension of the Governor's Mandatory Closure as specifically ordered by the Governor. This



Amendment and its terms do not apply to any period beyond the Governor's Mandatory Closure, even if voluntarily imposed by the Shrewsbury Public Schools. Further, in the event that either federal or state legislation [not guidance] is subsequently enacted relating to the payments to public school transportation providers prior to June 29, 2020, then this Agreement shall be nullified and both parties will act in accordance with the new legislation and its terms and any related regulations.

10. AA Transportation Co., Inc. shall submit an invoice pursuant to this agreement to the Shrewsbury Public Schools in the amount of \$308.80 daily rate for each school day during the Governor's Mandatory Closure. Payment shall not be made for weekend days or other days that the Shrewsbury Public Schools would not be in session (i.e., non-school days, holidays, school vacation, etc.) in accordance with the Shrewsbury Public Schools 2019-2020 School Calendar which occur during the Governor's Mandatory Closure or any extension specifically ordered by the Governor. Such invoices shall include language such as; "*Maintaining bus fleet equipment, staff, facilities, and all related operations in a readiness status at the disposal of the District during Covid-19 School Closure*" so as accurately capture the rationale for such payment.
11. This Amendment does not establish any precedent nor is it any guarantee that the same commitments will be made under similar circumstances in the future.

This agreement is made on this 29 day of April 2020.

Print Shrewsbury _____ Signature _____
For the Town of Shrewsbury and Shrewsbury Public Schools

Print Shrewsbury Ron Eisenwein Signature 
For AA Transportation Co.