

**ADDENDUM TO CONTRACT  
FOR TRANSPORTATION OF SCHOOL DISTRICT PUPILS**

This Addendum Agreement and General Release (hereinafter “Addendum”) is made and entered into this 19 day of May, 2020 by and between the Warwick School District (hereinafter the “District”) with offices at 301 West Orange Street, Lititz, PA 17543, and Faithful Transportation, a school transportation company doing business in Lancaster County, Pennsylvania (hereinafter referred to as “Faithful Transportation”).

**WHEREAS**, the District and Faithful Transportation executed a contract for transportation of school district pupils on September 17, 2019 for Faithful Transportation to provide school transportation services to District resident students attending public and non-public schools as contemplated by the Public School Code for multiple school years, including the 2019-2020 school year;

**WHEREAS**, the Governor entered a disaster emergency declaration due to the COVID-19 pandemic, which resulted in a state-mandated closure of all K-12 schools beginning March 13, 2020 through the end of the 2019-2020 school year;

**WHEREAS**, this state-mandated school closure impacts the anticipated level of school van transportation services needed for the balance of the 2019-2020 school year;

**WHEREAS**, the parties have negotiated a modification of payment and transportation services arrangements specified therein; and

**WHEREAS**, the District and Faithful Transportation wish to execute this Addendum to modify certain terms, conditions and expectations within their contract for transportation of school district pupils to ensure a continuation of school transportation services in the future and to fulfill the requirements in Act 13 of 2020, for payments under renegotiated school van transportation contracts.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Incorporation of the original contract: The District and Faithful Transportation acknowledge and agree that their previously executed school van transportation agreement shall be incorporated by reference in its entirety, as if fully set forth herein, and shall remain in full force and effect except for the modifications expressly set forth herein.
2. Payments During School Closures Due to COVID-19 Pandemic: During the time period from March 13, 2020 through the end of the 2019-2020 school year that schools are closed by the Governor disaster emergency declaration stemming from the COVID-19 pandemic, and any subsequent amendments or modifications thereto, the parties agree as follows:

- a. The District will pay Faithful Transportation 45% of the agreed upon daily rate for normal school transportation service for the 2019-2020 school year, which is \$1,087.88, during each school closure day.
  - b. Faithful Transportation agrees that the aforementioned District payments shall be used in order to pay Faithful Transportation fixed operating costs to maintain its school van fleet and essential personnel, excluding the cost usually paid for school van drivers.
  - c. Faithful Transportation shall provide the District with weekly documentation that its contracted personnel and fixed costs, including administrative and equipment costs, are being maintained during this time period in a manner that complies with Act 13 of 2020.
  - d. The parties agree to abide by any state or federal law, regulation or guidance that addresses payments and/or recordkeeping concerning a school van transportation services contract during this time period to ensure the District's ability to receive state reimbursement for school transportation services during this time period; and
3. Release: Faithful Transportation and the District hereby release each other, including their respective owners, officers, directors, agents and employees, from any further services, payments or other monetary relief under the parties' original school van transportation service agreement to the extent modified through this Addendum.
  4. Negotiated Rates for the 2020-2021 school year: In consideration for the payment received under Paragraph 2, the Faithful Transportation and the District agree that negotiated rates for school van services for the 2020-2021 school year shall be same as the normal agreed upon rates for the 2019-2020 school year.
  5. Age of van fleet - The District agrees that the average age of the school van fleet for Faithful Transportation may increase from six (6) to seven (7) years for 2020-21.
  6. Signatures and Counterparts: Each signatory to this Addendum warrants and represents that he or she is duly authorized and empowered to execute this Addendum. The District and Faithful Transportation agree that each shall be able to rely upon this warranty without obligation to undertake any further examination of each signatory's authority to sign. This Addendum may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by each party and delivered, including delivery of executed signature pages electronically.

IN WITNESS WHEREOF, the parties have caused this Addendum Agreement to be duly executed by an authorized representative as of the day and year first written above.

WARWICK SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of School Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary, Board of School Directors

Faithful Transportation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

**ADDENDUM TO CONTRACT  
FOR TRANSPORTATION OF SCHOOL DISTRICT PUPILS**

This Addendum Agreement and General Release (hereinafter “Addendum”) is made and entered into this 19 day of May, 2020 by and between the Warwick School District (hereinafter the “District”) with offices at 301 West Orange Street, Lititz, PA 17543, and Groff Transportation Company, a school transportation company doing business in Lancaster County, Pennsylvania (hereinafter referred to as the “Groff Transportation Company”).

**WHEREAS**, the District and Groff Transportation Company executed a contract for transportation of school district pupils on September 17, 2019, for Groff Transportation Company to provide school transportation services to District resident students attending public and non-public schools as contemplated by the Public School Code for multiple school years, including the 2019-2020 school year;

**WHEREAS**, the Governor entered a disaster emergency declaration due to the COVID-19 pandemic, which resulted in a state-mandated closure of all K-12 schools beginning March 13, 2020 through the end of the 2019-2020 school year;

**WHEREAS**, this state-mandated school closure impacts the anticipated level of school bus transportation services needed for the balance of the 2019-2020 school year;

**WHEREAS**, the parties have negotiated a modification of payment and transportation services arrangements specified therein; and

**WHEREAS**, the District and Groff Transportation Company wish to execute this Addendum to modify certain terms, conditions and expectations within their contract for transportation of school district pupils to ensure a continuation of school transportation services in the future and to fulfill the requirements in Act 13 of 2020, for payments under renegotiated school bus transportation contracts.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Incorporation of the original contract: The District and Groff Transportation Company acknowledge and agree that their previously executed school bus transportation agreement shall be incorporated by reference in its entirety, as if fully set forth herein, and shall remain in full force and effect except for the modifications expressly set forth herein.
2. Payments During School Closures Due to COVID-19 Pandemic: During the time period from March 13, 2020 through the end of the 2019-2020 school year that schools are closed by the Governor disaster emergency declaration stemming from the COVID-19 pandemic, and any subsequent amendments or modifications thereto, the parties agree as follows:

- a. The District will pay Groff Transportation Company 100% of the agreed upon daily rate for normal school transportation service for the 2019-2020 school year, which is \$2,484.30, during each school closure day.
  - b. Groff Transportation Company agrees that the aforementioned District payments shall be used in order to pay Groff Transportation Company bus drivers who operated District school buses immediately prior to March 13, 2020, so those individuals may continue their employment as school bus drivers for the 2019-2020 school year.
  - c. Groff Transportation Company shall provide the District with weekly documentation that its contracted personnel and fixed costs, including administrative and equipment costs, are being maintained during this time period in a manner that complies with Act 13 of 2020.
  - d. The parties agree to abide by any state or federal law, regulation or guidance that addresses payments and/or recordkeeping concerning a school bus transportation services contract during this time period to ensure the District's ability to receive state reimbursement for school transportation services during this time period; and
3. Release: Groff Transportation Company and the District hereby release each other, including their respective owners, officers, directors, agents and employees, from any further services, payments or other monetary relief under the parties' original school bus transportation service agreement to the extent modified through this Addendum.
  4. Negotiated Rates for the 2020-2021 school year: In consideration for the payment received under Paragraph 2, the Groff Transportation Company and the District agree that negotiated rates for school bus services for the 2020-2021 school year shall be same as the normal agreed upon rates for the 2019-2020 school year.
  5. Age of bus fleet - The District agrees that the average age of the school bus fleet for Groff Transportation Company may increase from six (6) to seven (7) years for 2020-21.
  6. Signatures and Counterparts: Each signatory to this Addendum warrants and represents that he or she is duly authorized and empowered to execute this Addendum. The District and Groff Transportation Company agree that each shall be able to rely upon this warranty without obligation to undertake any further examination of each signatory's authority to sign. This Addendum may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by each party and delivered, including delivery of executed signature pages electronically.

IN WITNESS WHEREOF, the parties have caused this Addendum Agreement to be duly executed by an authorized representative as of the day and year first written above.

WARWICK SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of School Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary, Board of School Directors

Groff Transportation Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

**ADDENDUM TO CONTRACT  
FOR TRANSPORTATION OF SCHOOL DISTRICT PUPILS**

This Addendum Agreement and General Release (hereinafter “Addendum”) is made and entered into this 19 day of May, 2020 by and between the Warwick School District (hereinafter the “District”) with offices at 301 West Orange Street, Lititz, PA 17543, and Shultz Transportation Company, a school transportation company doing business in Lancaster County, Pennsylvania (hereinafter referred to as the “Shultz Transportation Company”).

**WHEREAS**, the District and Shultz Transportation Company executed a contract for transportation of school district pupils on September 17, 2019, for Shultz Transportation Company to provide school transportation services to District resident students attending public and non-public schools as contemplated by the Public School Code for multiple school years, including the 2019-2020 school year;

**WHEREAS**, the Governor entered a disaster emergency declaration due to the COVID-19 pandemic, which resulted in a state-mandated closure of all K-12 schools beginning March 13, 2020 through the end of the 2019-2020 school year;

**WHEREAS**, this state-mandated school closure impacts the anticipated level of school bus transportation services needed for the balance of the 2019-2020 school year;

**WHEREAS**, the parties have negotiated a modification of payment and transportation services arrangements specified therein; and

**WHEREAS**, the District and Shultz Transportation Company wish to execute this Addendum to modify certain terms, conditions and expectations within their contract for transportation of school district pupils to ensure a continuation of school transportation services in the future and to fulfill the requirements in Act 13 of 2020, for payments under renegotiated school bus transportation contracts.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Incorporation of the original contract: The District and Shultz Transportation Company acknowledge and agree that their previously executed school bus transportation agreement shall be incorporated by reference in its entirety, as if fully set forth herein, and shall remain in full force and effect except for the modifications expressly set forth herein.
2. Payments During School Closures Due to COVID-19 Pandemic: During the time period from March 13, 2020 through the end of the 2019-2020 school year that schools are closed by the Governor disaster emergency declaration stemming from the COVID-19 pandemic, and any subsequent amendments or modifications thereto, the parties agree as follows:

- a. The District will pay Shultz Transportation Company 100% of the agreed upon daily rate for normal school transportation service for the 2019-2020 school year, which is \$9,058.94 during each school closure day.
  - b. Shultz Transportation Company agrees that the aforementioned District payments shall be used in order to pay Shultz Transportation Company bus drivers who operated District school buses immediately prior to March 13, 2020, so those individuals may continue their employment as school bus drivers for the 2019-2020 school year.
  - c. Shultz Transportation Company shall provide the District with weekly documentation that its contracted personnel and fixed costs, including administrative and equipment costs, are being maintained during this time period in a manner that complies with Act 13 of 2020.
  - d. The parties agree to abide by any state or federal law, regulation or guidance that addresses payments and/or recordkeeping concerning a school bus transportation services contract during this time period to ensure the District's ability to receive state reimbursement for school transportation services during this time period; and
3. Release: Shultz Transportation Company and the District hereby release each other, including their respective owners, officers, directors, agents and employees, from any further services, payments or other monetary relief under the parties' original school bus transportation service agreement to the extent modified through this Addendum.
  4. Negotiated Rates for the 2020-2021 school year: In consideration for the payment received under Paragraph 2, the Shultz Transportation Company and the District agree that negotiated rates for school bus services for the 2020-2021 school year shall be same as the normal agreed upon rates for the 2019-2020 school year.
  5. Age of bus fleet - The District agrees that the average age of the school bus fleet for Shultz Transportation Company may increase from six (6) to seven (7) years for 2020-21.
  6. Signatures and Counterparts: Each signatory to this Addendum warrants and represents that he or she is duly authorized and empowered to execute this Addendum. The District and Shultz Transportation Company agree that each shall be able to rely upon this warranty without obligation to undertake any further examination of each signatory's authority to sign. This Addendum may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by each party and delivered, including delivery of executed signature pages electronically.

IN WITNESS WHEREOF, the parties have caused this Addendum Agreement to be duly executed by an authorized representative as of the day and year first written above.

WARWICK SCHOOL DISTRICT



By: \_\_\_\_\_  
President, Board of School Directors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary, Board of School Directors

Shultz Transportation Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor