



Samantha Clayton
Supervisor of Transportation

Monmouth-Ocean Educational Services Commission

100 Tornillo Way, Tinton Falls, NJ 07712
732-389-5555 x1063 • fax:732-493-5120
sclayton@moesc.org

TO: Business Administrators/Transportation Coordinators
FROM: Samantha Clayton
DATE: May 13th, 2021
RE: 2018-2023 Resolution for Participation in Coordinated Transportation

Attached please find the new Resolution for Participation in Coordinated Transportation for the three (3) year period from April 1, 2021 through June 30, 2023.

Please complete the Resolution, as indicated, with the required signatures and a certified copy of the minutes extract approving it. Return all three (3) copies to us for processing. We will send a confirmed copy to you for your records following signing by the County Superintendent.

Thank you for your attention.

Sincerely,

Samantha Clayton
Supervisor of Transportation

**MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION
100 TORNILLO WAY
TINTON FALLS, NEW JERSEY 07712**

RESOLUTION FOR PARTICIPATION IN COORDINATED TRANSPORTATION 2018 - 2023

This Agreement, made this 14th day of May by and between:

Monmouth-Ocean Educational Services Commission, with offices at 100 Tornillo Way, Tinton Falls, New Jersey 07712 (hereinafter referred to as the "MOESC"), and Union **Board of Education**, with offices at 2369 Morris Avenue, (hereinafter referred to as "Board of Education"). Union, NJ 07083

RECITALS

- A. The Board of Education desires to transport special education, nonpublic, public and /or vocational school students to specific destinations.
- B. The MOESC offers coordinated transportation services.
- C. The MOESC will organize and schedule routes to achieve the maximum cost effectiveness.

NOW, THEREFORE, it is agreed that in consideration of prorated contract costs calculated by the billing formula adopted by the MOESC, plus an administrative fee of 5.5 percent (5.5%), the

Union **Board of Education** shall pay the MOESC for transportation services rendered. Said formula shall be based on the number of students and a per pupil mile ratio encumbering any special requirements specified by participating districts.

- 1. The MOESC will provide the following services:
 - a. Routes coordinated with other districts, whenever possible, to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
 - b. An estimated fee for all routes based on a ratio of the number of students and student mileage. It is understood that initial transportation charges are estimates based on initial mileage and ridership and thereby subject to changes as the number of students and/or mileage increases and/or decreases.
 - c. Monthly billing and invoices;
 - d. A report of students for all routes coordinated by MOESC;
 - e. All necessary interaction and communication between the sending district, receiving school, and respective transportation contractors;
 - f. Constant review and revision of routes;
 - g. Provide transportation within three (3) days or sooner after receipt of the formal written request.

2. It is further agreed that the Union Board of Education will provide the MOESC with the following:

- a. Requests for special transportation on approved forms to be provided by the MOESC, completed in full and signed by authorized district personnel;
- b. Withdrawal for any transportation **must be provided in writing** and signed by authorized district personnel; no billing adjustments will be made without this completed form and will become effective on the date the form is received.
- c. Additional Cost - all additional costs generated by unique requests such as mid-day runs or early dismissals will be borne by the district making the request. All such costs must first be approved by the Union Board of Education.
- d. Length of Agreement-this agreement and obligations and requirements therein shall be in effect between **April 1, 2021 and June 30, 2023.**
- e. Entire Agreement – this Agreement constitutes the entire and only agreement between the parties and may be amended by any instrument in writing over authorized signature.

3. It is further agreed by the Board of Education to the following:

- a. Upon the execution of this Agreement, it is agreed that MOESC’s school bus contractor, selected pursuant to the public bidding law, shall exclusively provide pupil transportation services for the identified student during the term of the contract.
- b. The Board of Education may terminate this contract only for good cause. Good cause shall not be defined to include a lesser transportation cost alternative available to the Board of Education during the term of the Contract. Good cause includes, but shall not be limited to the following: (1) the student’s parent electing to provide transportation for the student for the entire contract term; (2) the student no longer requires the transportation services because the student does not need to travel to the transportation contract’s destination because the student’s education plan has changed, the school assignment is changed for education-based reasons, the student has moved from the school district, the student’s pupil transportation is merged with other route(s) to reduce cost, or for other good cause shown.
- c. The parties to this Agreement acknowledge that the school bus contractor, who is providing or to be providing pupil transportation services as contemplated in this Agreement, is an “intended third-party beneficiary” of the within contract between MOESC and the Board of Education. In the event that the Board of Education should breach this Agreement, the school bus contractor shall have the right to commence legal action against the Board of Education as a result of such breach and may seek compensatory damages, or any other relief that may be appropriate.

AUTHORIZED SIGNATURES

MOESC BOARD PRESIDENT DATE DISTRICT BOARD PRESIDENT
 DATE

MOESC BOARD SECRETARY DATE DISTRICT BOARD SECRETARY
DATE

COUNTY SUPERINTENDENT DATE

Board President and Board Secretary must sign all three (3) copies and return to MOESC with a certified copy of the minutes extract approving this Resolution.
MOESC will return a confirmed copy for your records following signing by the County Superintendent.