

TRANSPORTATION AGREEMENT for the 2022-2023 School Year

THIS AGREEMENT dated the 11th day of JULY, 2022, between the Board of Education of the Mercer County Special Services School District (hereafter referred to as MCSSSD), and the Board of Education of the Twp of Union (hereafter referred to as the Participating District).

WITNESSETH: MCSSSD agrees to serve as the Local Education Agency for the coordination of a system of transportation for students, to be known as "The Mercer Cooperative Transportation System" (M.C.T.S.). M.C.T.S. is a coordinated transportation services agency governed by N.J.A.C. 6A:27-10.1, et seq. The Participating District agrees to abide by the terms and conditions necessary for the effective operation of the system, as described hereinafter.

FIRST: The term of this Agreement shall be for the period July 1, 2022; to June 30, 2023.

SECOND: MCSSSD agrees to provide the following services to the Participating District:

- A. Develop and implement a coordinated system of transportation services for students as requested. Design non-public routes for the possibility of a bid for the participating districts. Each participating district will attempt to provide transportation internally for non-public schools where possible.
- B. Organize and schedule bus routes which will provide efficiency and cost effectiveness.
- C. Advertise for bids and secure contracts for the provision of appropriate student transportation services.
- D. Evaluate the effectiveness of the system annually and periodically as a basis for future projections and plans.
- E. Assist in resolving conflicts and concerns relating to student transportation with M.C.T.S.
- F. Adhere to mutually acceptable guidelines on the provision of bus aides, student time on route and deadlines for inception of services and changes in services.
- G. Establish routes for students requiring transportation for the 2022-2023 School Year based on timely submission of request-for-transportation forms to M.C.T.S.

THIRD: The Participating District agrees to:

- A. Make payment for services to MCSSSD on a prompt and timely basis.
- B. Submit necessary information on pupils requiring services for the upcoming Regular School Year (September to June) no later than June 15th of the previous school year using the Transportation Request Form and timelines for this purpose. Extended School Year forms for the ESY term (July-August) shall be submitted by May 15th of the school year preceding the ESY term in question. For the 2022-2023 school year, all busing requests must be received no later than August 10, 2022.
- C. Withdraw from any transportation service, whether for an individual or a particular route, by providing a request for withdrawal in writing and signed by authorized district personnel. No billing adjustments will be made without this completed form. The withdrawal will become effective on the day following the date the form is received or the date the transportation will cease as indicated on the form, whichever is later.
- D. Designate a representative to an Advisory Committee, which shall be formed by the M.C.T.S.
- E. Provide, if agreeable, district-owned school buses for use within the system, subject to appropriate compensation and approvals.
- F. Name MCSSSD and M.C.T.S. as additional insureds in all liability and commercial vehicle policies held by the Participating District, including coverage of at least \$5,000,000 per accident for automobile liability including non-owned and hired vehicles. The Participating District shall provide MCSSSD a certificate of insurance evidencing the existence of this coverage and the status of MCSSSD and M.C.T.S. as additional insureds.
- G. In the event the Mercer Cooperative Transportation System dissolves, either by the acts of the Participating District or by the acts of the MCSSSD, reimburse MCSSSD on a pro-rata basis for any cost levied against the MCSSSD for Unemployment Benefits, Fringe Benefits or Pension Contribution because of termination of employees.
- H. Indemnify and hold harmless MCSSSD and M.C.T.S. on a pro-rata basis for any injury to persons or damage to property caused by the acts or failure to act of the employees of MCSSSD administering the M.C.T.S.

- I. After the initial bus routes have been established, provide its own transportation when M.C.T.S. cannot coordinate or be cost effective. M.C.T.S. will maintain a log of all Districts providing Special Education transportation for future jointure advisement or consideration.
- J. When misconduct by a transported student from the Participating District endangers the health or safety of other students, bus personnel or others on the bus or outside the bus in its vicinity, or the student himself or herself, the Participating District shall remove the student from the route, making payment to the end of the month in which withdrawal occurs, and arrange alternative transportation. If the Participating District fails or refuses to withdraw the student, then M.C.T.S. may discontinue the route for all the students until the dangerous situation is corrected.

FOURTH: Charges to the Participating District-and related billing and payment procedures shall be as follows:

- A. Charges to the Participating District shall be based on a billing formula which allocates route costs to each participating district based upon the number of students on the route and the total mileage utilization of the participating district.
- B. M.C.T.S. shall bill the Participating District monthly within 15 days of the close of the month of service. Payment by the Participating District shall be due within 30 days of receipt of the invoice. The Participating District will be charged for the entire billing period for any student transported during that billing period.
- C. M.C.T.S. shall include in the monthly bill an administration charge representing the costs necessary for the operation of the system. If necessary, an adjustment shall be made based on actual cost at the conclusion of the fiscal year and as confirmed by the annual audit. The administration charge shall not exceed 5% of the route cost. For the purpose of computing the administration charge, includable costs are costs incurred by M.C.T.S. in administering the transportation services, including but not limited to staff salaries and benefits, software, office supplies, equipment, and the like.
- D. The student transportation safety equipment provided by M.C.T.S. which is not returned to M.C.T.S. upon withdrawal of a student from a M.C.T.S. route will be charged to the sending district.

E. At the discretion of M.C.T.S. an initial payment may be required by June 15, 2022, for the estimated costs of services for the period July 1, 2022 to September 30, 2022. Initial payment overcharges, if applicable, will be reimbursed beginning with the November 2022 invoice.

FIFTH: It is understood that MCSSSD shall not be held responsible for the failure of a contractor to provide services but will make reasonable effort to provide alternative services should such failure occur.

SIXTH: This Agreement shall be deemed renewed for the next school year unless notice of non-renewal is delivered by either party to the other on or before January 1 of the preceding school year, the Agreement is superseded by a new Agreement, or the Agreement is terminated in accordance with law.

SEVENTH: The parties agree that they will comply with the directives of the State Department of Education and the Governor pertaining to student transportation during the COVID-19 pandemic, with the following specific undertakings:

- A. Minimum compliance with State directives shall include (1) requiring social distancing on buses to the maximum extent practicable; (2) to the extent social distancing is not practicable, requiring students to wear face coverings if able to do so; (3) providing for the services of an aide on every bus to supervise compliance with these measures; (4) ensuring the use of appropriate PPE by all aides and other bus personnel; (5) providing for each bus to be cleaned and disinfected after morning and afternoon runs (but not necessarily between routes).
- B. The Participating District shall notify in writing the parent of each child using M.C.T.S. transportation concerning the extent of these compliance measures. If the Participating District wishes to supplement them with additional protective measures, M.C.T.S. shall make a reasonable effort to accommodate each such request provided any resulting expense shall be borne entirely by the requesting Participating District.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their signatures, the day and year first above written.

IN THE PRESENCE OF:

BOARD OF EDUCATION
PARTICIPATING DISTRICT

Board President

By: _____

Board Secretary

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BOARD OF EDUCATION
MERCER COUNTY SPECIAL
SERVICES SCHOOL DISTRICT

Board Secretary

By: _____
Board President

Approved:

Executive County Superintendent of Schools