

**TRANSPORTATION AGREEMENT for the 2023-2024 School Year**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 \_\_\_\_\_ (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, 2023, to June 30, 2024.

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 2023-2024 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 15<sup>th</sup> 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 15<sup>th</sup> of the school year preceding the ESY term in question. For the 2023-2024 school year, all busing requests must be received no later than August 10, 2023.**
- 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. The participating district must submit a completed advisory designation form with their signed transportation agreement. District advisors within Mercer County are required to attend at least 3 of the 4 quarterly advisory meetings.**
- 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 the Participating District or Receiving School.
- 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. Continued student misconduct may result in future route restrictions.
- K. Provide MCTS with their established plan in place to address situations where a student is undeliverable. This plan must be submitted once a year prior to September 1<sup>st</sup> unless the plan is different for RSY and ESY in which case the plan will need to be submitted for ESY prior to July 1<sup>st</sup>. once the plan is submitted, the sending district is required to notify MCTS of any changes within 7 business days.

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, 2023, for the estimated costs of services for the period July 1, 2023, to September 30, 2024. Initial payment overcharges, if applicable, will be reimbursed beginning with the November 2023 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 President

\_\_\_\_\_  
BOARD OF EDUCATION  
PARTICIPATING DISTRICT

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President

BOARD OF EDUCATION  
MERCER COUNTY SPECIAL  
SERVICES SCHOOL DISTRICT

\_\_\_\_\_  
Board Secretary

Approved:

\_\_\_\_\_  
Executive County Superintendent of Schools

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**PARTICIPATING DISTRICT ADVISOR DESIGNATION FORM FOR THE 2023-  
2024 SCHOOL YEAR**

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As per the M.C.T.S. transportation agreement, participating districts must designate a representative to an Advisory Committee, which shall be formed by the M.C.T.S. The participating district must submit a completed advisory designation form with their signed transportation agreement.

This advisor will be the first point of contact regarding transportation business. District advisors within Mercer County are required to attend at least 3 of the 4 quarterly advisory meetings. District advisors outside of Mercer County are not required to attend but are welcome to.

The Board of Education of the \_\_\_\_\_ (hereafter referred to as the Participating District) designates the following to represent our district and serve on the M.C.T.S. advisory committee.

DESIGNATED ADVISOR: \_\_\_\_\_  
NAME AND TITLE

WORK NUMBER: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_  
FOR EMERGENCIES ONLY

EMAIL ADDRESS: \_\_\_\_\_

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**PARTICIPATING DISTRICT'S UNDELIVERABLE STUDENT PLAN OF ACTION**

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the coordinator of transportation services for the Mercer County Special Services School District, M.C.T.S. strives to provide timely, cost-effective, and safe transportation for students. In the event that a student is undeliverable (a parent/guardian is not present to receive the student and is not responding to multiple attempts/modes of communication from M.C.T.S.), M.C.T.S. will contact the sending district. It is the responsibility of the sending district to have an established plan in place to address such situations. Either the student will be transported to a designated office in the sending district (i.e., Board of Education office) or the student will be transported to a pre-determined police station.

SENDING DISTRICT: \_\_\_\_\_

**TRANSPORTATION CONTACT INFORMATION**

TRANSPORTATION CONTACT NAME: \_\_\_\_\_

OFFICE NUMBER: \_\_\_\_\_

ALT. OFFICE NUMBER: \_\_\_\_\_

CELL NUMBER (FOR AFTER SCHOOL HOURS): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**SPECIAL EDUCATION/ STUDENT SERVICES CONTACT INFORMATION**

SPECIAL ED./STUDENT SERVICES CONTACT NAME: \_\_\_\_\_

OFFICE NUMBER: \_\_\_\_\_

ALT. OFFICE NUMBER: \_\_\_\_\_

CELL NUMBER (FOR AFTER SCHOOL HOURS): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**SENDING DISTRICT PLAN FOR UNDELIVERABLE STUDENTS**

Please choose one option.

\_\_\_\_\_ MCTS will transport the student to a sending district office location.

\_\_\_\_\_ MCTS will transport the student to a police station.

\_\_\_\_\_ Our district provides transportation for our students and does not utilize MCTS. (Please indicate what schools your district provides transportation for) \_\_\_\_\_

Based on your response above, please indicate the address of the location where MCTS is to bring the student. We will always inform the sending district prior to dropping the student. If your district transports your own students, please indicate your procedure for an undeliverable student in the event a parent contacts our transportation department seeking information regarding their child. \_\_\_\_\_

**MERCER COORDINATED TRANSPORTATION SYSTEM  
(M.C.T.S.)**

**2023-2024**

***Coordinated Non-Public Transportation Bid Request***

**SENDING SCHOOL DISTRICT:** \_\_\_\_\_

**RECEIVING SCHOOL NAME & ADDRESS:** \_\_\_\_\_

**RECEIVING SCHOOL HOURS:** \_\_\_\_\_ **STARTING DATE:** \_\_\_\_\_

**Route Description**

**STOP:**

**#1.** \_\_\_\_\_

**#2.** \_\_\_\_\_

**#3.** \_\_\_\_\_

**#4.** \_\_\_\_\_

**#5.** \_\_\_\_\_

**#6.** \_\_\_\_\_

**#7.** \_\_\_\_\_

**#8.** \_\_\_\_\_

**#9.** \_\_\_\_\_

**#10.** \_\_\_\_\_

**#11.** \_\_\_\_\_

**#12.** \_\_\_\_\_

**#13.** \_\_\_\_\_

**#14.** \_\_\_\_\_

**#15.** \_\_\_\_\_



2023-2024 EXTENDED SCHOOL YEAR (ESY)

**MERCER COORDINATED TRANSPORTATION SYSTEM**  
**TRANSPORTATION REQUEST FORM**

1020 Old Trenton Road  
2<sup>nd</sup> Floor, Suite 417  
Hamilton, NJ 08690  
Phone # (609) 631-2120 Fax # (609) 570-1173

Today's Date \_\_\_\_\_ Add \_\_\_\_\_ Change \_\_\_\_\_ Delete \_\_\_\_\_

Name of Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

State ID: \_\_\_\_\_ Classification: \_\_\_\_\_

Case Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ District: \_\_\_\_\_

Parent(s) Name(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Number: \_\_\_\_\_ Work Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**BUSING INFORMATION:**      **Alternate Address**      **\*\* MUST BE 5 DAYS PER WEEK\*\***

Pick Up Address: \_\_\_\_\_ Caregiver Name & Number: \_\_\_\_\_

Drop Off Address: \_\_\_\_\_ Caregiver Name & Number: \_\_\_\_\_

**DESTINATION**

SCHOOL OF ATTENDANCE: \_\_\_\_\_ PHONE: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Arrival Time: \_\_\_\_\_ Dismissal Time: \_\_\_\_\_ Start Date: \_\_\_\_\_

**SPECIAL REQUIREMENTS: Mark all that apply.**

Vehicle Preference: \_\_\_\_\_ Wheelchair \_\_\_\_\_ **electric/manual (circle one)**

Aide \_\_\_\_\_ Nurse \_\_\_\_\_ **If YES, does the nurse require transportation to/from their vehicle? Y/N (circle one)**

Harness/Safety Vest \_\_\_\_\_ **If YES, please indicate vest size** \_\_\_\_\_

Car Seat \_\_\_\_\_ **If YES, please include student's weight** \_\_\_\_\_

Seat Belt Lock \_\_\_\_\_ Air Conditioning \_\_\_\_\_ NONE \_\_\_\_\_

Other Special Equipment \_\_\_\_\_

**HEALTH CONSIDERATIONS: Mark all that apply.**

Visually Impaired \_\_\_\_\_ Hearing Impaired \_\_\_\_\_ Mobility Impaired \_\_\_\_\_

Diabetic- yes/no (circle one, must be answered)

Seizures \_\_\_\_\_ (provide details below)      Allergies \_\_\_\_\_ (list signs and symptoms below)

NONE \_\_\_\_\_

Other pertinent information for a safe trip:

2023-2024 REGULAR SCHOOL YEAR (RSY)

**MERCER COORDINATED TRANSPORTATION SYSTEM**  
**TRANSPORTATION REQUEST FORM**

1020 Old Trenton Road  
2<sup>nd</sup> Floor, Suite 417  
Hamilton, NJ 08690

Phone # (609) 631-2120 Fax # (609) 570-1173

Today's Date \_\_\_\_\_ Add \_\_\_\_\_ Change \_\_\_\_\_ Delete \_\_\_\_\_  
Name of Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
State ID: \_\_\_\_\_ Classification: \_\_\_\_\_  
Case Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ District: \_\_\_\_\_  
Parent(s) Name(s): \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Number: \_\_\_\_\_ Work Number: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**BUSING INFORMATION:** **Alternate Address** **\*\* MUST BE 5 DAYS PER WEEK\*\***

Pick Up Address: \_\_\_\_\_ Caregiver Name & Number: \_\_\_\_\_  
Drop Off Address: \_\_\_\_\_ Caregiver Name & Number: \_\_\_\_\_

**DESTINATION**

SCHOOL OF ATTENDANCE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Arrival Time: \_\_\_\_\_ Dismissal Time: \_\_\_\_\_ Start Date: \_\_\_\_\_

**SPECIAL REQUIREMENTS:** Mark all that apply.

Vehicle Preference: \_\_\_\_\_ Wheelchair \_\_\_\_\_ electric/manual (circle one)  
Aide \_\_\_\_\_ Nurse \_\_\_\_\_ If YES, does the nurse require transportation to/from their vehicle? Y/N (circle one)  
Harness/Safety Vest \_\_\_\_\_ If YES, please indicate vest size \_\_\_\_\_  
Car Seat \_\_\_\_\_ If YES, please include student's weight \_\_\_\_\_  
Seat Belt Lock \_\_\_\_\_ Air Conditioning \_\_\_\_\_ NONE \_\_\_\_\_  
Other Special Equipment \_\_\_\_\_

**HEALTH CONSIDERATIONS:** Mark all that apply.

Visually Impaired \_\_\_\_\_ Hearing Impaired \_\_\_\_\_ Mobility Impaired \_\_\_\_\_  
Diabetic- yes/no (circle one, must be answered)  
Seizures \_\_\_\_\_ (provide details below) Allergies \_\_\_\_\_ (list signs and symptoms below)  
NONE \_\_\_\_\_  
Other pertinent information for a safe trip:

**New Jersey Department of Education  
Office of Special Education Programs**

**STUDENT BUS INFORMATION CARD**

<b>Name:</b>	<b>Date:</b>
<b>Age:</b>	<b>School:</b>
<p><b>Please use the space below to provide information to the school bus driver and/or bus aide that will assist them in ensuring your child rides the bus successfully.</b></p>	
<p><b>Does your child utilize any adaptive equipment, including a communication device, that the school bus driver and/or aide should be familiar with?</b></p>	
<p><b>Additional Comments/Suggestions:</b></p>	
<b>Parent/Guardian Signature:</b>	<b>Date:</b>

MERCER COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
BUS CONDUCT REPORT

Bus Company \_\_\_\_\_ Route \_\_\_\_\_

Student's Name \_\_\_\_\_ School \_\_\_\_\_

Date \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_

Failure to follow adult instructions \_\_\_\_\_

Failure to remain in seat with seatbelt on \_\_\_\_\_

Leaving bus other than regular stop \_\_\_\_\_

Profane language \_\_\_\_\_

Throwing objects \_\_\_\_\_

Making excessive noise \_\_\_\_\_

Smoking \_\_\_\_\_

Fighting \_\_\_\_\_

Damaging bus equipment \_\_\_\_\_

Hanging out open windows \_\_\_\_\_

Bringing hazardous materials on the bus \_\_\_\_\_

Other inappropriate behavior \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Driver's Name \_\_\_\_\_ Signature \_\_\_\_\_

(Please print)

Aide's Name \_\_\_\_\_ Signature \_\_\_\_\_

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**M.C.T.S. LIST OF RESTRICTED SCHOOL ROUTES DUE TO FREQUENT MISCONDUCT/  
SAFETY CONCERNS**

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<b>SCHOOL</b>	<b>RESTRICTION</b>
<b>BANCROFT- MT LAUREL</b>	<b>Individualized transportation only</b>
<b>DELAWARE VALLEY SCHOOL FOR EXCEPTIONAL CHILDREN</b>	<b>Individualized transportation only</b>
<b>GARFIELD PARK ACADEMY</b>	<b>No more than 5 students per route, aide is mandatory</b>
<b>RUBINO ACADEMY</b>	<b>No more than 5 students per route, aide is mandatory</b>
<b>TITUSVILLE ACADEMY</b>	<b>No more than 5 students per route, aide is mandatory</b>

## Procedures for a Bus Evacuation Drill

- Bus evacuation drills are required two times a year for each bus. As required in N.J.A.C. 6:21-11.3.
- Bus evacuation drills may be planned or unplanned. If the school has a planned drill scheduled, the School Administrator or M.C.T.S. office will inform Bus Company in advance of planned drill.
- Drills will take place in the a.m. as buses arrive.
- Students shall move at least ten (10) yards from the bus with the bus driver and aide.
- School personnel will then escort students into the school building.
- According to N.J.A.C. 6A:27-11.2 Evacuation drills and safety education. It is necessary to document the completion of the emergency exit drills. Schools transported thru M.C.T.S. who have completed their evacuation drills are to be listed in the Board of Education of Mercer County Special Services School District, Board Minutes.

### Responsibility of Driver and Bus Aide

1. Turn off engine and exit the bus.
2. Open emergency door, assist students as they exit back door.
3. Students are to sit on the bus floor and slide out emergency exit door to the ground.
4. Students are to be moved to a safe distance from the bus and from traffic.

### Responsibility of School Personnel

1. Supervise the bus evacuation.
2. Complete bus evacuation drill Check List and forward to M.C.T.S. Transportation Supervisor. M.C.T.S. will forward any concerns regarding the evacuation drill to contractor involved.
3. Escort students into the building at the conclusion of the drill.

**Driver should make bus evacuation decision. Students should NOT leave the bus UNLESS remaining would pose immediate imminent danger. Students are to be directed to go to a designated safe area. Bus driver and aide shall be responsible for supervising students off the bus as well as on the bus.**

**MERCER COORDINATED TRANSPORTATION SYSTEM**  
**2023-2024 COOPERATIVE TRANSPORTATION GUIDELINES AND**  
**AGREEMENT WITH PARTICIPATING DISTRICTS**



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Matthew Carrey  
Superintendent

Kristen Taylor  
Assistant Superintendent

Deborah Donnelly  
School Business Administrator / Board Secretary

**CONTACT PERSONS**

Sindy Godby  
Transportation Coordinator

Christine Wells  
Assistant Transportation Coordinator

Sharon Michels  
Secretary

Telephone: 609-631-2121  
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## I. PURPOSE

These guidelines outline procedures and time frames for all participating organizations. They present a systematic process by which personnel from local participating school districts, receiving schools, contractors and Mercer County Special Services School District (MCSSSD) can communicate and cooperate to ensure quality, cost- effective student transportation.

## II. INTRODUCTION

MCSSSD operates a cooperative county-wide system of coordinated transportation services for students, doing business as Mercer Coordinated Transportation System. All Mercer County public school districts are eligible to participate in the services described in this document. As a cost saving measure, the goal is to combine students from several school districts on one route and transport them to a school or schools in the same geographic area.

## III. PARTICIPATING DISTRICTS

Only districts with a transportation agreement on file in the MCSSSD transportation Office are eligible for services.

### A. CONTRACT FOR PARTICIPATING COOPERATIVE TRANSPORTATION SERVICES

All districts that wish to participate in the following year's cooperative transportation program must have their local Board's approval for participation. Contracts will be provided by MCSSSD/M.C.T.S to be signed with original signatures and board seals. Contracts will need to be signed and Board approved by the participating district prior to the MCSSSD Board Administrator signing the contract.

No additional joint agreements are required for participating in individual routes. This one document has been accepted by the State Department of Education in lieu of multiple joint agreements, thus saving time and paperwork processing.

### B. ADVISORY COMMITTEE

Each participating district must designate an advisor to represent their district. This advisor will be the first point of contact regarding transportation business including but not limited to:

- Approving route costs
- Transportation Emergencies
- Incidents/issues involving their district's students
- Weather delays/closures
- Undeliverable students

The participating district must submit a completed advisory designation form with their signed transportation agreement.

C. **COOPERATIVE TRANSPORTATION- SPECIAL EDUCATION AND VOCATIONAL**  
When a participating district would like MCSSSD/M.C.T.S to coordinate its special education student transportation, one completed application for each student should be submitted to M.C.T.S by the deadlines stipulated by Mercer Coordinated Transportation System (M.C.T.S). An individual application must be submitted for each student and must include the name and address of the school the student will be attending.

D. **UNDELIVERABLE STUDENTS**  
Undeliverable students are the responsibility of the students' sending district as MCSSSD does not have certified staff at schools after hours. Sending districts are to provide M.C.T.S with their established plan in place to address situations where a student is undeliverable. This plan must be submitted once a year prior to September 1<sup>st</sup> unless the plan is different for RSY and ESY in which case the plan will need to be submitted for ESY prior to July 1<sup>st</sup>. Once the plan is submitted, the sending district is required to notify M.C.T.S of any changes within 7 business days.

E. **TIMELINE FOR ADVISORY MEETINGS AND ESTABLISHING DEADLINES FOR THE UPCOMING SCHOOL YEAR**

A series of four meetings are held by M.C.T.S to establish deadlines for Non- Public Transportation, Summer (ESY) Transportation, and Fall (RSY) Transportation for the upcoming school year.

1. **ANNUAL START UP MEETING**

M.C.T.S will meet with participating districts in March to discuss transportation related changes affecting planning for the upcoming year. Non-public, ESY, and RSY meeting schedules, transportation guidelines, agreements, and request forms will be provided to participating districts at this meeting.

2. **NON-PUBLIC MEETING**

M.C.T.S will meet with participating districts in April to attempt Jointures for Non-Public routes. If a district would like M.C.T.S to bid it's Non-Public Transportation routes, one copy of each application for Private School Transportation (B6T) must be submitted to M.C.T.S by deadlines outlined by M.C.T.S. A complete route description to include school name, address, hours, start date, designated bus stop descriptions in the order of pick-up, and school calendars must accompany the B6T's. Please note that group bus stops are strongly suggested.

Non- public routes will be bid once by the end of June, or beginning of July so districts will have ample time to notify parents or guardians and private schools of a student's transportation status by the August 1<sup>st</sup> deadline.

**3. UPCOMING EXTENDED SCHOOL YEAR (ESY) MEETING**

A scheduled meeting will be held in May to begin processing ESY transportation requests. Each district will complete a Transportation Request Form (sample page 11) for the ESY program. M.C.T.S will process all special education applications and inform the participating district of the student's transportation status.

**4. UPCOMING REGULAR SCHOOL YEAR (RSY) MEETING**

A scheduled meeting will be held in June to begin processing RSY transportation requests. Each district will complete a Transportation Request Form (sample page 12) for the RSY program. M.C.T.S will process all special education applications and inform the participating district of the student's transportation status.

**F. QUARTERLY ADVISORY MEETINGS**

M.C.T.S will hold meeting with district advisors on a quarterly basis to "check in" and discuss transportation issues affecting schools/districts within Mercer County and surrounding areas. These meetings will be held virtually, notification of meetings will be made two weeks in advance. District advisors within Mercer County are required to attend at least 3 of the 4 meetings. District advisors outside of Mercer County are not required to attend but are welcome to.

**G. I.E.P. (INDIVIDUALIZED EDUCATION PROGRAM)**

Local child study team members are to be reminded that transportation services are the student's first and last class of each day. Items such as aides, safety vests, special seats, lifts/ramps, medical conditions such as seizures or allergies, and any additional information pertinent to a safe trip, must be included on the student's transportation request form. Communication of appropriate information must then be relayed to the local transportation coordinator and subsequently to M.C.T.S.

**H. BID SPECIFICATIONS FOR CONTRACTED ROUTES**

It is the responsibility of the participating district to provide all essential details for transportation on individual students so proper specifications can be written.

**I. DISTRICTS REPORT FOR TRANSPORTED RESIDENT STUDENTS (DRTRS)**

The DRTRS is an alphabetical listing by school of all the transported district students based on the October 15<sup>th</sup> enrollment count. State aid reimbursement is based on the October 15<sup>th</sup> transported student enrollment count. Reimbursement is made directly to the public school district according to procedures established by the State Department of Education, Division of Financial Services. MCSSSD/M.C.T.S will generate an alphabetical listing of students transported by MCSSSD/M.C.T.S as of October 15<sup>th</sup>.

Districts are to make revisions, if necessary, and submit the report to the County Offices of Education based on the submission deadline.

**J. CHARGES TO PARTICIPATING DISTRICTS**

**Charges to participating districts shall be based on the following:**

1. The prorated comparison of the number of pupils of the participating district(s) on a given route and the prorated comparison the number of miles of the route affected by the pupils of the participating district(s).
2. The administrative costs, direct and indirect, necessary for the operation of the system, shall not exceed 5% of the route costs and shall be included in the monthly bill. An adjustment shall be made on actual cost following June 30<sup>th</sup> at the conclusion of the fiscal year and as confirmed by the annual audit.

**K. COOPERATIVE TRANSPORTATION BILLING**

**Districts are billed monthly. Participating districts will be billed for eligible pupils assigned to a route whether or not they occasionally use transportation, are transported by parents, or use other means of transportation.**

**It is the districts responsibility to check monthly transportation bills. Participating districts must notify MCSSSD/M.C.T. S immediately in writing of a change in transportation status for a student. The monthly billing amount will be maintained until such written notification is received.**

**L. EMERGENCY/ INCLEMENT WEATHER PROCEDURES**

**1. SCHOOL CLOSING/ DELAYED OPENING PRIOR TO THE START OF SCHOOL**

*a) MCSSSD SCHOOL DISTRICT CLOSED/ NO COOPERATIVE TRANSPORTATION*  
**In the event of inclement weather, M.C.T.S will transport students in accordance with the delay and closing schedule of the Mercer County Special Services School District (MCSSSD). When MCSSSD is closed, we will not transport students. This includes all out of district and non-public schools that may be open.**

**In the case that MCSSSD has a delayed opening, we will transport according to that delay unless you advise M.C.T.S that your students are to arrive at a later time. If your school has a longer delay than MCSSSD, it is imperative that you contact us so that students are not waiting for the bus in undesirable weather.**

MCSSSD will institute a non-transporting/ delayed opening announcement with NJ 101.5 FM as well as local radio/television stations. This information will also be available on our website- [www.mcsssd.info](http://www.mcsssd.info).

b) *RECEIVING SCHOOLS CLOSED*

Host districts, contractors, and parents/students are advised to listen to NJ 101.5 FM as well as local radio/television stations and check receiving school websites for school closing announcements. Receiving schools should notify radio stations early enough for proper announcements. Students will not be transported if their school is closed.

c) *SENDING SCHOOL DISTRICT CLOSED*

When a sending school district is closed and the receiving school is open, students will not be transported to the receiving school.

2. SCHOOL CLOSING AFTER SCHOOL IS IN SESSION

a) *MERCER COUNTY SPECIAL SERVICES SCHOOL DISTRICT*

If MCSSSD officials decide that early dismissal is necessary, M.C.T.S will contact sending and receiving school districts of the adjusted transportation schedule. M.C.T.S will also notify host districts and contractors of the early school closing.

The receiving school, contractors, and the host district shall inform parents/guardians of the adjusted schedule.

b) *RECEIVING SCHOOLS*

Receiving schools must inform M.C.T.S of any early dismissals. M.C.T.S will inform the host district and contractor of the early school closing. The receiving school shall inform parents/guardians of the adjusted schedule.

c) *SENDING SCHOOLS*

If the sending school district is closing and requests its district students be dismissed early from the receiving school, the sending district must inform M.C.T.S of the early dismissal. M.C.T.S will inform the receiving school and contractor of the early dismissal. The sending district shall inform the parents/guardians of the adjusted schedule.

IV. MCSSSD/M.C.T. S DISTRICT ROUTES

A. COMMUNICATIONS

Districts participating in county wide transportation services or seeking a cooperative routing venture are required to channel all correspondence through M.C.T.S. Copies of M.C.T. S's request forms have been distributed for district convenience to be utilized

when requesting services. Complete all information on the request form, as this is vital in establishing proper transportation to meet students' needs.

**B. ROLE OF THE CHILD STUDY TEAM (CST)**

**The CST Shall:**

1. Provide pertinent medical and behavioral information which may be crucial to the safety and well-being of the student. The sending district's transportation department will communicate all information to M.C.T.S.
2. Be responsible for notifying their district transportation department of any required adjustments in routing or specifications. This is to be done in writing and through the formal request process. The sending district's transportation department will communicate all information and send updated request forms to M.C.T.S.
3. Be responsible for providing complete and accurate information on all transportation request forms.
4. Be responsible for presenting a "Student Information Form" at the I.E.P. meeting to the parent/guardian for the purpose of promoting proper interaction with their child and a better understanding of his/her special needs. The completion of this form by the parent/guardian is optional.

**C. TRANSPORTATION AIDES**

If a student's Individualized Education Program (I.E.P.) recommends a transportation aide, an aide will be assigned to the bus. If none of the students on the vehicle require an aide according to their I.E.P., the M.C.T.S Coordinator, in conjunction with the MCSSSD Business Administrator, will make the decision to assign an aide to the bus. This decision is based on the number of students on the bus and their handicapping condition. The main concern is the welfare of all students on the bus. In such case, all districts participating on the route will share the cost of the aide.

Bus aides shall attend to the special need of students, maintain order on the vehicle to ensure the safety of all students, assist students getting on and off the vehicle as needed, and other duties, which may be specified by the board of education. It is the shared responsibility of the driver and aide to thoroughly check the vehicle upon completion of the bus route for any child who may not have exited the vehicle. If an aide is not assigned the route, the driver shall check the vehicle for any student that may not have exited the vehicle.

**D. DISRUPTIVE BEHAVIOR/STUDENT CONDUCT OF BUSES**

Bus rules must be followed to ensure the safety of all students. Students being transported on any school bus or authorized vehicle shall be under the supervision, direction and control of the school bus driver/aide, and will be subject to disciplinary action if they do not abide by the rules and safety outlined below:

- Students will wear seatbelts.
- Students will not stand or move about while the bus is moving.
- Students will sit in the seat assigned to them and not leave their seat until the bus has come to a complete stop.
- Students will refrain from loud or boisterous talking or singing, profanity, vulgarity, disobedient or impudent remarks to the bus driver/aide and students.
- Students will refrain from smoking, eating, drinking, fighting, annoying, or threatening another individual in any manner or by any means.
- Students will refrain from littering, defacement or destruction of the school bus or equipment.
- Students will not project any part of the body or any object through the windows of the vehicle.

Although discipline is the legal responsibility of the receiving school; the sending, receiving, transporting districts, and/or contractors must cooperatively deal with a problem situation.

However, if the reported student misconduct endangering the health and safety of others is not remedied by the receiving school, the sending district shall withdraw the responsible student from the route and arrange for alternative transportation. If the sending district fails or refuses to withdraw the student, M.C.T.S shall discontinue the route for all students until the dangerous situation is corrected.

We recommend the following:

- Warning from bus driver (first problem)
- Written conduct/incident report or contractors may use their own report forms.
- Additional offenses should be referred to M.C.T.S Transportation Office for review along with the receiving school principal. M.C.T.S will forward a copy of the report to the sending district.
- Reports of continuing student misconduct, endangering others or themselves shall be reported by M.C.T.S to the sending district for its immediate action withdrawing the student from the route and arranging alternative transportation.

M.C.T.S personnel will be available to coordinate this process and follow up with the appropriate correspondence. Naturally, the severity of the problem may dictate immediate actions as it relates to your District's Board Policy. If a student is suspended, written notification must be forwarded to M.C.T.S and M.C.T.S will notify the contractor. The receiving school will notify the sending district and parents. If the safety or welfare of students and/or driver is endangered, M.C.T.S will immediately inform the receiving school principal or designee. M.C.T.S will notify receiving school principal as soon as possible if any actions were taken. M.C.T.S requests that a copy of all associated correspondence be sent to the M.C.T.S Transportation Office.



M.C.T.S reserves the right to limit ridership on routes or refuse providing routes to schools that have had safety concerns due to student misconduct in the past. M.C.T.S will keep an updated list of schools and their restrictions. Continued student misconduct may result in future route restrictions.

E. SEAT BELTS ON BUSES

Effective September 1, 1994, students shall be required to wear seatbelts on all buses in New Jersey. It shall be the bus aide/driver's responsibility to instruct the students in the proper use of these seatbelts and to verify the use by the students.

F. DRUG/ALCOHOL TESTING FOR BUS DRIVERS

Federal Law requires Drug and Alcohol Testing of Commercial Driver's License Employees. The Omnibus Transportation Employee Testing Act of 1991 requires five types of testing for all employees who have a Commercial Driver's License (CDL). The five types of testing are:

- Pre-employment
- Random- Regulations require that annually the number of random tests equal 50% of the numbers of employees in the random testing pool for drugs and 25% for alcohol. Contractors can choose to test more than the required number of employees and more frequently than quarterly which is recommended.
- Post-accident
- Return to duty/follow up
- Reasonable suspicion

G. TRANSPORTATION ACCIDENT PROCEDURES FOR BUS DRIVERS

(BASED on the New Jersey Bureau of Pupil Transportation Recommended Procedure)

Your primary responsibility is to your passengers. They must always remain uppermost in your mind. Therefore, you must remain calm. If you are physically unable to perform your duties, direct others to do them for you.

Emergency scene behavior (accomplished in initial seconds after an accident):

1. Turn off ignition and take keys.
2. Set brakes.
3. Remain Calm and reassure students.
4. Check for injuries to students.
5. Call 911 or Local Police and Bus Company. If injuries, follow procedure of medical personnel. If injured students are taken from vehicle, find out where they will be taken. Call dispatch.
6. Determine if evacuation is necessary.
7. If no injuries, collect names of students on the bus, location and time of accident, and call to report information to the Bus Company. Bus Company will call M.C.T.S immediately.
8. M.C.T.S will call the receiving school, sending district(s) of students on board, and MCSSSD Business Administrator.
9. Receiving schools will call parents.
10. If accident occurs on ride into school and there are no injuries, police will release bus and school nurse will examine students.
11. If accident occurs on the way home from school, and there are no injuries, driver will call dispatch, who will call M.C.T.S. Police will release the bus. Receiving school or M.C.T.S will notify parents. Parents may take child to their own personal physician or emergency room. Students will be checked by the school nurse the following morning.
12. Contractor must complete the state required accident report, (PSBAR) Preliminary School Bus Accident Report, within 24 hours and forward to M.C.T.S. M.C.T.S will electronically report information in accordance with NJAC 6A:27-12.2 and Policy Bulletin 300-4. A copy of the accident report prepared by the police is secured ASAP and forwarded to M.C.T.S.
13. All Materials are to be sent to M.C.T.S for distribution to receiving school, sending district(s), County Office and State.
14. The driver will be drug and alcohol tested according to the New Jersey Statute,

#### H. NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SCHOOL BUSES

Regulations prohibit diesel powered vehicles from idling for more than three (3) consecutive minutes if vehicles are not in motion. (NJAC,7:27-14&15).

While school buses are the safest way to transport children to school, their diesel and gasoline emissions quickly accumulate in school buses during idling and can represent a health threat to passengers. Mercer County Special Services School District has chosen to participate in the New Jersey Department of Environmental Protection "No Idling Pledge" to assist in protecting schoolchildren from air pollution health threats.