

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION

2022-2023 School Year

Resolution/Agreement for Participation in Coordinated Transportation Services

WHEREAS Middletown Township Public School District (“Board”) desires to transport special education, public and vocational school students to specific destinations; and

WHEREAS, the Somerset County Educational Services Commission (“SCESC”) offers coordinated transportation services; and

WHEREAS, the SCESC will organize, provide and schedule routes to achieve the maximum cost effectiveness;

NOW THEREFORE, it is agreed the Board will pay prorated contract costs, plus an administration fee of 4.75%, as presented to the Board as calculated by the billing formula adopted by the SCESC. The total amount to be charged to the Board will be adjusted based on actual costs. Payments will be due within 30 days of receipt by the district and deemed late after 60 days with an additional 1% fee for late payments. At the discretion of the SCESC, late fee charges may be waived for extenuating circumstances.

- 1) The SCESC will provide the following services for Special Education Transportation:
 - a) Routes coordinated with other districts when possible to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
 - b) Monthly billing and invoices;
 - c) Student lists for all routes coordinated by SCESC;
 - d) All information necessary for the accurate submission of the District Report of Transported Resident Students;
 - e) All necessary interaction and communication between the sending district, receiving school, and the respective transportation contractors;
 - f) Constant/timely review and revision of routes;
 - g) Transportation as soon as possible after receipt of the formal written request;
 - h) Timely submission of contracts, contract renewals or contract addenda to the county office for approval.
- 2) The SCESC will provide the following services for Nonpublic Transportation:
 - a) Routes coordinated with other districts when possible to achieve a maximum cost reduction while maintaining a realistic capacity and travel time;
 - b) Monthly billing of all district nonpublic students within State allocated funding;
 - c) Student lists for all routes coordinated by SCESC;
 - d) All information necessary for the accurate submission of the District Report of Transported Resident Students;
 - e) All necessary interaction and communication between the sending district,

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION

2022-2023 School Year

Resolution/Agreement for Participation in Coordinated Transportation Services

- receiving school, and the respective transportation contractors;
- f) Transportation provided within five days or sooner during school year after receipt of the formal, signed, written request and B6T form;
 - g) Timely submission of contracts, contract renewals or contract addenda to the county office for approval.
- 3) The SCESC will provide the following services for Public Transportation:
- a) Routes coordinated as requested to achieve a realistic capacity and travel time;
 - b) Monthly billing of regular education routes;
 - c) All information necessary for the accurate submission of the District Report of Transported Resident Students;
 - d) Transportation provided within five days or sooner after receipt of the formal, signed, written request;
 - e) If multiple in-district routes are provided for the Board, a separate agreement will be provided.
- 4) The SCESC will provide the following services for Athletic and Field Trip Charters:
- a) Arrange all field and extra-curricular trips as requested by the Board;
 - b) Monthly billing of all district athletic and field trip charters as per SCESC approved rates;
 - c) Transportation provided within five days or sooner after receipt of written request.
- 5) It is further agreed that the Board will provide the SCESC with the following:
- a) Copies of district policies as they relate to ride time or other specific transportation parameters;
 - b) Request for transportation on forms or software provided by the SCESC, completed in full and signed by authorized district personnel;
 - c) Forms will contain all necessary and relevant information, medical or otherwise, regarding individual student's condition and transportation needs;
 - d) Withdrawal or long term suspension (over 5 school days) for any special education transportation communicated in writing by authorized district personnel; no billing adjustments will be made if not submitted in writing in advance;
 - e) Strict adherence to the established payment schedule.

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION

2022-2023 School Year

Resolution/Agreement for Participation in Coordinated Transportation Services

- 6) Additional Cost: All additional costs generated by unique requests, including but not limited to mid-day runs or early dismissals, will be borne by the district making such request. It is understood that any change in the number of students being transported on each route, or changes in mileage during the course of the year may necessitate a reapportionment and adjustment of costs. If an athletic or field trip charter cancellation occurs after the bus departs from the terminal, a cancellation fee of the first 2 hours of the scheduled trip contracted amount will be charged.
- 7) The SCESC accepts no responsibility for assuring a pupil's use of arranged transportation or attendance on an established route. Once assigned to a route, the monthly billings for the pupil's reserved seat will continue until the SCESC is otherwise notified, in writing, to delete the pupil from the assigned route.
- 8) The SCESC will contract transportation each day while school or classes attended are in session unless the Board's district is closed due to weather conditions (snow, ice, flooding, etc.). The SCESC accepts no responsibility for defaults by transportation contractors; however, the SCESC will make every effort to re-establish transportation expediently.
- 9) Other Services: The SCESC also provides coordinated regional bus maintenance services, safety training, and other related transportation services for an additional fee as a shared services program, the Board may participate at any time.
- 10) Length of Agreement: This agreement and obligations and requirements therein shall be in effect between September 1, 2022 and August 31, 2023.
- 11) Entire Agreement: This agreement constitutes the entire and only agreement between the parties and may be amended by an instrument in writing over authorized signature.
- 12) It is understood and agreed by the parties hereto that this agreement shall be without force and effect until it shall have been approved by the Executive County Superintendent of the County of Somerset.

SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION

2022-2023 School Year

Resolution/Agreement for Participation in Coordinated Transportation Services

Authorized Signatures

Somerset County
Educational Services Commission

Middletown Township Public School
District

_____	_____	_____	_____
SCESC Board President	Date	Board President	Date
_____	_____	_____	_____
SCESC Business Administrator/ Board Secretary	Date	School Business Administrator/ Board Secretary	Date
_____	_____	_____	_____
Somerset Executive County Superintendent of Schools	Date	Monmouth Executive County Superintendent of Schools	Date

Inside Somerset County District: Your Board President and Board Secretary are required to submit **three** copies of the signature page of this agreement and return all to SCESC with **three** certified copies of the minute's extract approving the resolution.

Outside Somerset County District: Your Board President and Board Secretary are required to submit **four** copies of the signature page of this agreement and return all to SCESC with **four** certified copies of the minute's extract approving the resolution.

SCESC will return a confirmed copy for your records after the agreement is signed by Executive County Superintendent(s).