

## EDUCATIONAL SERVICES COMMISSION OF MORRIS COUNTY

### JOINT TRANSPORTATION AGREEMENT 2012-2013

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July, 2012 between The Board of Education of **Randolph Township**, whose address is **25 School House Road, Randolph, NJ 07869** (hereinafter referred to as the "Board" or the "District"), and the Board of Directors of Educational Services Commission of Morris County whose post office address is Box 1944, Morristown, New Jersey 07962 (hereinafter referred to as the "Commission"), pursuant to official action taken by the Board to approve this Agreement at a duly advertised Board meeting held on \_\_\_\_\_. In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Commission agrees to transport public, nonpublic and special education pupils on established routes as assigned in writing by the Board, for each day that school is in session during the 2012/2013 school year;
2. In consideration of the performance of paragraph 1, the Board agrees to pay the Commission the total sum of estimated costs, including administrative fees in accordance with the provisions of the payment policy established by the Board of Directors and distributed to every Board:  
Advance payment of 10% of the previous year's final special education cost by August 30<sup>th</sup> and monthly payments in full for actual transportation costs incurred from September through June. Any credit balance due to the district will be refunded;
3. It is understood that any change in the number of children being transported on each route or changes in mileage during the course of the year will necessitate a reapportionment and adjustment of costs. Apportioned costs also include an aide, if assigned to the vehicle. A personal or health aide will be billed to the district placing the request;
4. The Commission 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 Commission is otherwise notified, in writing, to delete the pupil from the assigned route;
5. The Board agrees that all requests sent to the Commission are for the purpose of making arrangements for the transportation of the pupil(s) referred, and not for the purpose of obtaining pricing information. If the Board or its administrators wishes to obtain pricing information, it must be so identified, in writing, thirty (30) days prior to the date that the requested transportation is to start;

6. The Commission agrees to process Private School Transportation Applications for aid in lieu of transportation for those nonpublic school pupils who are unable to be placed on established or competitively bid routes. This process includes bi-annual certification of pupil attendance and preparation of payment vouchers. Such payments are to be made by the Board directly to the parents of eligible pupils. The Board agrees to pay the Commission an administrative fee for processing aid in lieu of transportation payment vouchers in accordance with the rates established by the Board of Directors of the Commission;
7. It is understood and agreed by the parties hereto that this agreement shall be without force and effect until such time it has been approved by the Superintendent of Schools of the County of Morris.

IN WITNESS THEREOF, the parties have by duly adopted resolutions approved this Agreement and authorized and directed their respective President and Secretary to affix their signatures and seals hereto.

The Board of Education of  
**Randolph Township**  
 Of Morris County

By \_\_\_\_\_  
 President

ATTEST

By \_\_\_\_\_  
 Secretary

Dated: \_\_\_\_\_

The Board of Directors of the  
 Educational Services Commission  
 of Morris County

By \_\_\_\_\_  
 President

ATTEST

By \_\_\_\_\_  
 Secretary

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Morris County Superintendent of Schools

\_\_\_\_\_  
 Date