

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

**RESOLUTION FOR PARTICIPATION IN COORDINATED TRANSPORTATION**

This Agreement, made this   1st   day of   July  , 2013, by and between: Monmouth-Ocean Educational Services Commission, with offices at 900 Hope Road, Tinton Falls, New Jersey 07712 (hereinafter referred to as the "MOESC"), and **Brick Twp Board of Education**, with offices at 101 Hendrickson Ave, Brick, New Jersey (hereinafter referred to as "Board of Education").

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 five percent (5%), the **Brick Twp 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/rickileage 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 **Brick Twp 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 **Brick Twp Board of Education**.

- d. Length of Agreement-this agreement and obligations and requirements therein shall be in effect between July 1, 2013 and June 30, 2018.
  - 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 COPIES AND RETURN TO MOESC WITH A CERTIFIED COPY OF THE MINUTE EXTRACT APPROVING THIS RESOLUTION.**

**MOESC WILL RETURN A CONFIRMED COPY FOR YOUR RECORDS FOLLOWING SIGNING BY COUNTY SUPERINTENDENT.**