



*Morris-Union
Jointure Commission
Board of Education*

Janet L. Parmelee, Ed.D., J.D.
Superintendent

Michael Davison
School Business Administrator/Board Secretary

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February 11, 2013

Mr. Manuel Vieira
Interim School Business Administrator
Township of Union Board of Education
2369 Morris Avenue
Union, NJ 07083

Dear Mr. Vieira,

Enclosed is your 2012 - 2013 regular year transportation contract for route MU957. Please have this agreement approved at your next Board of Education meeting and return all copies, **along with a certified resolution**, to this office. I will then forward the contract to the county superintendent for their signature and return a fully approved copy to your office.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Michael Davison'.

Michael Davison
Business Administrator/Board Secretary

Enclosure

MORRIS-UNION JOINTURE COMMISSION
 JOINT TRANSPORTATION AGREEMENT
 2012-2013 SCHOOL YEAR

This Agreement entered into this 1st of October, 2012 Between the Morris-Union Jointure Commission ("Commission"), having offices at 340 Central Avenue, New Providence, New Jersey, 07974, and the Township of Union Board Of Education, County of Union, (the "Board"), having offices at 2369 Morris Ave, Union New Jersey, 07083.

Whereas, the Commission provides student transportation services for its member districts pursuant to N.J.S.A. 18A:46-27 and N.J.A.C. 6A:27-9.16; and NJAC 6A:27-10-1 thru 3 and

Whereas, the Board desires to participate in the Commission's transportation program in accordance with the terms and conditions of this Agreement and, by resolution duly adopted, has approved this Agreement.

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall be the school year designated above, commencing October 1 and ending June 30 of the following calendar year.
2. The Commission agrees to transport students on the routes described below between October 1 and June 30 of the school year when the student's school is scheduled to be in session based upon the following rates:

| Route/Contract No. | Destination | Per Annum | Adjustment Per Mile | Aide Per Diem |
|--------------------|---|-----------|---------------------|---------------|
| MU957 | New Horizons Arrive: Depart: 2:30PM | \$8721.75 | | |
| | Arrive: Depart: | | | |
| | Arrive: Depart: | | | |
| | Arrive: Depart: | | | |
| | Arrive: Depart: | | | |

3. The Board agrees to pay the Commission for transportation services the total sum of \$78,495.75 in Nine equal monthly installments, commencing in September of the school year.
4. The Commission has established and will implement its alcohol and controlled substances testing policy in accordance with applicable federal transportation regulations. The Commission will provide transportation services during the term of this Agreement in accordance with current applicable New Jersey statutes and regulations pertaining to student transportation.
5. During the term of this Agreement, the Commission shall maintain liability insurance for bodily injury and property damage in a minimum amount of \$1,000,000 combined single limit per occurrence for all vehicles the Commission uses to furnish student transportation. The policy shall name the Board as an additional insured. The insurance company providing the coverage shall be authorized to transact business in New Jersey.
6. It is understood that any change in the number of students transported on a route, any change in mileage, or the addition of an aide subsequent to the commencement of this Agreement will necessitate a reapportionment and adjustment of costs. The Board agrees to pay the adjusted costs apportioned to it by the Commission. Such adjustments will be processed twice per year, in February and May. No adjustment shall be made on account of a pupil's absence or use of other transportation, suspension of transportation services due to inclement weather or other conditions beyond the Commission's control, or any cancellation of school.
7. Either party may terminate this Agreement by providing sixty days advance written notice of termination to the other party. If the Commission does not provide the requisite notice, the Board will only be responsible for transportation costs up to and including the pupil's last day of transportation. If the Board does not provide the requisite notice, it will be responsible for payment of transportation costs for the number of additional days necessary to reflect its compliance with the notice requirement. Notwithstanding the foregoing, the Board may, at any time on written notice to the Commission, terminate this Agreement as to any pupil no longer requiring transportation on account of (a) the pupil's change of placement, or (b) a change in residency that results in the Board no longer being responsible for the pupil's transportation. Such termination shall become effective as of the date specified by the Board in its notice of termination. In the event of such termination, the Board shall pay transportation costs for the full final month of service if the pupil has been assigned to a route for any part of that month.
8. Board shall be responsible for ensuring that disabled students are discharged into the custody of a responsible adult.
9. This Agreement shall be without force and effect until approved by the Union County Superintendent of Schools and the county superintendent for the county in which the Board is located.

In Witness Whereof, the parties have by resolution directed their respective Presidents and Secretaries to sign this Agreement on the date first written above.

Attest: Morris-Union Jointure Commission

 Secretary President

Attest: Township of Union Board of Education

 Secretary President

Approved this 7th day of February 20 13

Approved this _____ day of _____, 20 _____

Union County Superintendent of Schools

Somerset County Superintendent of Schools