

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
Skillman, New Jersey 08558

Meeting, Tuesday, March 24, 2020
5:30 p.m. Executive Session
6:00 p.m. Public Session
Board of Education Office – Large Conference Room

BUSINESS MEETING ADDENDUM

ACTION AGENDA

3.0 OPERATIONS, FACILITIES AND FINANCE

The Superintendent recommends that the Board of Education approve the finance items as follows:

- 3.14 Addendum to Transportation Contracts - approve an addendum to the 2019-20 transportation contracts with Krapf Transportation, May Transportation, and First Student Transportation as follows:

WHEREAS, the Montgomery Township Board of Education (“the Board”) and _____ (“the Contractor”) are parties to a transportation services agreement dated _____ (“Agreement”); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the Montgomery Township School District (“the District”) has remained closed as of March 16, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement; and

WHEREAS, the Board’s payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of March 12, 2020, the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows:

The Agreement is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement.
2. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of March 12, 2020, the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
3. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
4. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees and costs associated with the Board's actions to recover the amount paid.
5. The parties may agree to a reduction up to 10% of the per diem amount owed during the period when transportation services are not being provided in exchange for an increase in the renewals up to the consumer price index for contracts renewed for the 2020-21 school year.
5. All other terms and conditions not addressed herein shall remain in full force and effect.