

**(PRIMARY SCHOOL DISTRICT)
AND
(OTHER DESIGNATED SCHOOL DISTRICT)
COOPERATIVE TRANSPORTATION SERVICES AGREEMENT
(DATE) to (DATE)**

It is generally agreed that in the spirit of cooperation, and a good relationship with (Other Designated School District), and in an effort to benefit both parties economically, for the primary purpose of optimizing student learning with limited funding, (Primary School District) will provide such services and/or products (indicated below) to (Other Designated School District). (Primary School District) will provide services/products for an agreed amount, which will be approximately the direct cost of the service/product, plus an indirect cost rate, as approved by the State of Michigan Department of Education, added to the approximate direct cost. An itemized billing for such services/products will be provided to (Other Designated School District) periodically (likely at least quarterly), and such payment shall be made in less than 30 days; unless other arrangements are made with (Primary School District).

This Transportation Services Agreement, entered into on (Date), between (Primary School District), may be altered with mutual written consent from both (Primary School District) and (Other Designated School District) when and where applicable. The elements of the agreement are as follows:

Transportation Coordinator

(Primary School District) and (Other Designated School District) will each be responsible to operate separate transportation programs with their own identity and fund accounting systems. (Primary School District) and (Other Designated School District) will both be responsible for their own payroll and personnel functions. (Primary School District) will provide as a contracted service to (Other Designated School District) such services necessary to direct daily operations, including a Transportation Coordinator who will:

1. Develop, schedule and coordinate bus runs.
2. Work with principals and athletic directors to schedule extra trips.
3. Assist in making recommendations on transportation staffing, and be responsible for arranging the training of all transportation staff members, and serve as the compliance officer for transportation regulations.
4. Implement preventive maintenance schedule for all buses.
5. Direct supervision of transportation employees and evaluate and make recommendations for employment decisions regarding transportation.

6. Work with principals and athletic directors to implement student behavioral expectations, implement annual evacuation training for all students, and serve as the liaison to parents and other community members on transportation needs.
7. Purchase all transportation supplies and materials, and assist the Director of Business/Employee Service in developing bid specifications for the purchase of transportation vehicles.
8. File and process all state and federal reports that apply to transportation.
9. Authorize and verify the hours worked by the employees in the transportation area for the payroll department.
10. Develop and distribute transportation assignments for the transportation employees as defined in (Other Designated School District's) Master Agreement, including substitute bus drivers when needed.

(Primary School District) will invoice (Other Designated School District) on a quarterly basis in a manner similar to the following format:

| | |
|-----------------------------------|--------------------------|
| Salary of Transportation Director | \$(Dollar Amount) |
| FICA | \$(Dollar Amount) |
| Retirement | \$(Dollar Amount) |
| Workers Compensation | \$(Dollar Amount) |
| Insurance | <u>\$(Dollar Amount)</u> |
| Total | \$(Dollar Amount) |

| | |
|--|--------------------------|
| (Other Designated School District's) Share | \$(Dollar Amount) |
| Indirect Cost Rate | <u>\$(Dollar Amount)</u> |
| Total (Other Designated School District) Cost | \$(Dollar Amount) |

(Other Designated School District's) share is calculated on the following formula:

| | |
|------------------------------------|------------------------|
| State Aid Memberships (Year) | |
| (Other Designated School District) | (Student Count) |
| State Aid Memberships (Year) | |
| (Primary School District) | <u>(Student Count)</u> |
| Total State Aid Memberships | (Student Count) |

$$(Other\ Designated\ School's)\ Share = (Student\ Count)/(Expenses) = (Percent)$$

(Primary School District) will purchase all supplies and operational materials as needed to operate the transportation programs. (Other Designated School District) will be billed for these items that are directly related to their operations plus the restricted indirect cost rate for (School Year). Shares supplies and materials will be billed prorated at the same percent as salary and

benefits above, adding the Michigan Department of Education unrestricted indirect cost rate for (Primary School District), which is (Percent) for (School Year).

Maintenance, Repair, and Storage of Buses

(Primary School District) will provide (Other Designated School District) with regular preventative maintenance to all transportation vehicles, repair (as needed) that (Primary School District) has the ability to perform, and a secure and safe area to store buses during times they are not in use. (Primary School District) will invoice (Other Designated School District) based on a manner similar to the following format:

Hourly Rate:

Number of Hours:

Amount:

Parts:

Subtotal:

Indirect Cost:

Total:

(Primary School District) will use the Michigan Department of Education unrestricted indirect cost rate for (Primary School District) which is (Percent) for (School Year).

Purchase of Fuel

Fuel and/or oil may be purchased for use exclusively by (Other Designated School District) titled/owned vehicles. Such supplies shall be recorded/logged in such manner and procedures as required by the (Primary School Districts') staff. (Primary School District) will invoice (Other Designated School District) at least quarterly for the fuel and oil used, plus the Michigan Department of Education restricted indirect cost rate for (Primary School District) which is (Percent) for (School Year).

Rental of Bus

(Other Designated School District) may rent buses when the need exists to transport (Other Designated School District) students as long as (Primary School District) has a spare bus available. (Primary School District) will invoice (Other Designated School District) (Dollar Amount) per day that the bus is rented. This fee is calculated based on the expenses reported on the SE4094 from the prior year minus the salaries and benefits included. The fee includes up to 50 miles per day, and any additional miles above 50 will be invoiced at (Dollar Amount) per

mile (this rate may be adjusted when actual rate is determined on the SE4094 for (Prior School Year). These fees include the Michigan Department of Education indirect cost rate.

Other

(Primary School District) shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the transportation coordinator will perform most administrative services, it is agreed that (Primary School District's) Director of Operations has direct oversight of (Primary School District's) Transportation Coordinator, and from time to time it may be necessary for (Primary School District's) Director of Operations to operate as the Coordinator. (Primary School District's) Administrative Services will exclude any and all disciplinary actions. The Coordinator and/or the Director of Operations will provide (Other Designated School District) administration any information they may need in connection with disciplinary procedures of (Other Designated School District) employees. (Primary School District) will be provided a certificate of insurance, listing them as an additional insured for general liability and workers compensations in an amount not less than \$1,000,000. Additionally, a product's insurance coverage shall be included in as part of the indemnity for this agreement. (Primary School District) shall be held harmless in all manners, except for willful neglect or wrongdoing. Termination of this agreement by either district requires a sixty (60) day written notice. Termination may occur at the end of the sixty (60) days. However, if termination is requested, it is anticipated the Agreement will end at the conclusion of the specific school year on the 30th of June. The Agreement is to be renewed annually prior to July 1.

(Name), Superintendent
(Primary School District)

(Name), Superintendent
(Other Designated School District)