



**ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
TRANSPORTATION**

333 Fairfield Road
Fairfield, New Jersey 07004
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LAURIE W. NEWELL, Ph.D.
Superintendent

IVELISSE VERAS
Director

May 10, 2021

Mrs. Yolanda Koon
Business Administrator
Union Public Schools
2369 Morris Avenue
Union, NJ 07083

Dear Mrs. Yolanda Koon,

As we begin to prepare for the upcoming 2021-2022 school year, we would like to offer our transportation services to your School District. These services range from transporting special education and regular education students, field and athletic trips, and other unique transportation needs that your district may request.

The Commission has always been committed to cost-effective transportation as well as the safety and well-being of the children. We maintain constant communication with our contractors to ensure the best possible transportation. Every effort will always be made to improve the system.

Enclosed, for your consideration, are three (3) copies of the Transportation Services Agreement for 2021-2022 school year. The Agreement outlines the responsibilities required to coordinate transportation for all applications submitted to the Commission. Please see added language under emergency closure.

The Agreements must be *signed, dated and notarized* by the President of your Board of Education and your Board Secretary. Please return to this office by June 25, 2021 so that we can plan accordingly. We request that the Agreements be accompanied by a Board Resolution authorizing the Essex Regional Educational Services Commission to coordinate, and administer the transportation for all the applications submitted by your district. We will also request copies of your district's purchase orders that authorize payment for the services your district requests to ERESC.

Please return all three (3) copies of the Transportation Agreement Contract with original signatures. We will process them through the Interim Executive County Superintendent of Schools' Office and return a copy to you upon approval.

As always, we look forward to the new school year and working with you to provide safe, cost effective and reliable transportation.

Sincerely yours,

Laurie W. Newell

Laurie W. Newell, Ph.D.
Superintendent

LWN/sa
Enclosures (4)



ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
DIVISION OF TRANSPORTATION
TRANSPORTATION SERVICES AGREEMENT
SCHOOL YEAR 2021 - 2022
(SPECIAL AND REGULAR EDUCATION TRANSPORTATION)
(FIELD AND ATHLETIC TRIPS, AND OTHER UNIQUE TRANSPORTATION REQUESTS)

THIS AGREEMENT, is made on this 10th day of May, 2021 by and between the **ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION** (hereinafter the “ERESC”) and **Union Public Schools** (hereinafter the “District”).

WHEREAS, the ERESC provides transportation services to students through contractual agreements with responsible school bus contractors; and

WHEREAS, the District has certain student transportation needs for which it seeks to engage the services of the ERESC; and

WHEREAS, the ERESC and the District have reached an agreement for the provision of transportation services and seek to memorialize that agreement; and

NOW, THEREFORE, the ERESC and the District agree as follows:

1. Term. This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2022. For services to begin on July 1, 2021, this Agreement shall be fully executed no later than June 25, 2021.

2. Services.

a. *Transportation Services*. The ERESC agrees to provide transportation to all students for whom the District has properly and timely submitted an application for service. All students shall be transported in accordance with State statutes and regulations, as well as the rules and regulations governing pupil transportation as set forth by the NJ Department of Education. Transportation will be provided through contractual agreements between the ERESC and responsible school bus contractors. All vehicles used to transport students shall be approved by the Executive County Superintendent of Essex County.

b. *Administrative and Management Services*. In addition to the transportation services set forth above, the ERESC shall provide the following:

i. Coordination and revision of routes to accommodate a change in student population;

- ii. Route sharing opportunities to maximize cost savings while ensuring capacity and reasonable travel time;
- iii. Monthly billing statements containing pro-rata costs for shared routes, when applicable;
- iv. Computer generated reports for DRTRS reporting;
- v. Communication and contact between the District and respective transportation vendors;
- vi. Submission of all contracts and addendums to the Office of the Executive County Superintendent for approval;
- vii. Management of contact information for the ERESC transportation team and assigned transportation vendors;
- viii. Assignment of contact person in the event that emergencies occur after regular business hours of 7:30 AM to 5:00 PM;
- ix. Timely response to transportation inquiries;
- x. Bus Monitors/Inspectors in the field to ensure compliance with all State statutes, rules, and regulations;
- xi. Ongoing verification of bus drivers' credentials;
- xii. Communication with parents regarding changes to student transportation; and
- xiii. Annual transportation vendor trainings and workshops.

3. Fees. In exchange for the services provided, the District shall be required to pay all fees including the following:

- a. *Administrative Fee*. The District shall pay the following rates for the ERESC to supervise and manage all administrative functions and responsibilities:
 - a. Regular and Special Education Routes: 4.75% of the vendors' total costs for general and special education students;
 - ii. Field Trips, Athletic Trips, Unique Transportation Requests: 4.75% of the vendors' total cost for such trips.

- b. *No Award Fee.* In the event that the District contracts with the ERESC to create a bid for non-public transportation services and such bid results in zero (0) award of routes, the District shall be required to pay a fee of \$200.00.
- c. *Cancellation of Individual Trip Fees.* In accordance with Paragraph 5, all untimely individual cancellations shall result in the District being responsible for an on-site cancellation fee.
- d. *Cancellation of Route during Development.* In accordance with Appendix A of this Agreement, the District shall be responsible for all fees assessed due to the cancellation of routes through the development stages.
- e. *School Closure Fees.* In accordance with Paragraph 7, if the District fails to notify the ERESC of a school closure or delayed opening prior to buses being dispatched, the District shall be charged for half of the per-diem cost of the trip plus the administrative fee.
- f. *Special Mailings Fee.* Should the District require “special mailings” above and beyond the standard letter the ERESC distributes to parents, the District shall be fully responsible for all additional costs associated with such mailing.
- g. *Equipment Fee.* Should the ERESC be required to purchase special equipment to transport student(s), the District shall be responsible for the full cost of the equipment (i.e., harness) plus the administrative fee. Such charges shall be itemized on the monthly invoice.

4. Application. The District shall submit an application in a timely fashion for each student requiring transport. This application shall include detailed student information, including any special instructions or needs a student(s) may require during transport. The ERESC shall notify assigned contractors of any special student instructions or needs. The contractors shall in turn provide that information to their drivers and aides in writing prior to the first day of transport. All requests are based on vendor availability.

An application is considered completed in a timely fashion if the following schedule is met:

- a. *Summer Session Application.* If the District seeks to apply for Summer Session transportation (June 2021 through August 2021), the District shall submit all applications/student data to the ERESC by May 17, 2021.
- b. *Full Year Application.* If the District seeks to apply for School Year transportation (September 2021 through June 2022), the District shall submit all applications/student data to the ERESC by June 1, 2021.

- c. *Field and Athletic Trip Application.* If the District seeks to utilize ERESC transportation services for Field and Athletic Trips, the District must submit requests no less than one week prior to the date of the trip.
- d. The district must submit initial student data in the form of an ERESC provided spreadsheet template. Subsequent requests for student transportation shall be accepted via email or student application. Schedules for athletic events shall be provided in the form of an ERESC provided spreadsheet template in accordance with the required timeline.

5. Cancellation of Individual Field/Athletic Trips. To avoid cancellation fees, all individual trip cancellations must be reported to the Account Coordinator in writing in a timely fashion. If there is a need to cancel an event during non-business hours, the District is required to notify its Account Coordinator via both an urgent email and telephone call. Untimely notice of cancellation shall result in the following cancellation fees:

- a. *Field Trips and Athletic Trip Cancellation:*
 - i. Cancellation of Coach Bus: Notice of cancellation is required within seventy two (72) hours of scheduled pick up time to avoid a two-hundred dollar (\$200.00) on-site cancellation fee in addition to an administrative fee.
 - ii. Yellow School Bus: Notice of cancellation is required within seventy two (72) hours of scheduled pick up time to avoid a one-hundred dollar (\$100.00) on-site cancellation fee in addition to an administrative fee.

6. Cancellation of Route. The District shall execute a Route Cancellation Agreement prior to entering into the Transportation Services Agreement (see Appendix A). A request for cancellation for just cause must be provided within three (3) calendar days. Just cause includes but is not limited to the following:

- a. *Route Cancellation:*
 - i. Change in student address or placement
 - ii. Multiple instances of unsatisfactory service for which there is no resolution. Such complaints must be thoroughly documented and reported to the ERESC in writing.
- b. *Individual Student Cancellation:*
 - i. Timely cancellation of service for an individual student is deemed as forty-eight (48) hours' advanced notice. The District must notify its Account Coordinator of cancellation via a cancellation form or email.

7. School Closures. The District shall notify the ERESC Transportation Department of a school closure or delayed opening in a timely manner. School closures and delayed openings must be reported prior to buses being dispatched. Failure to notify the ERESC of closures or delayed openings in a timely manner will result in additional fees in accordance with Paragraph 3(e). All changes to the school calendar must be submitted via email to eresc_forms@eresc.com.

8. Bus Evacuation Drills. Pursuant to N.J.A.C. 6A:27-11.2 Emergency Exit and Evacuation Drills for School Vehicles; District administrators must schedule and conduct a minimum of two (2) emergency exit drills on all vehicles transporting students. The District must provide the ERESC with written verification that drills were conducted in accordance with N.J.A.C 6A:27=11.2 via email to eresc_forms@eresc.com.

9. State Compliance. All anticipated transportation services must be awarded via a formal competitive bidding process and in accordance with Local Public Contracts Law. The District may seek quotations for unanticipated school transportation services that arise after the first day of school. Contracts shall be issued for unanticipated transportation services that do not exceed the bid threshold. Please note: routes cannot be intentionally split to circumvent the legal requirement to solicit bids.

10. Payment Schedule. The ERESC shall issue a monthly invoice to the District for the total cost of contracted transportation services for the month, including any additional fees. A separate monthly invoice shall be issued for field and athletic trips. The District shall remit payment in full no later than thirty (30) days from receipt of invoice. Failure to promptly pay such invoice shall result in a daily penalty of one percent (1%) of the total invoice for each day the payment is late. Late fees will appear on the following month's invoice.

11. Warranties. The ERESC warrants that services will be performed by experienced entities qualified to perform the services at a rate deemed affordable via the competitive bidding process. ERESC further warrants that the services provided will not infringe upon or misappropriate the rights of any third party.

12. Emergency Closure. In the event of a closure of the schools located within the District that is (a) declared through a state of emergency or executive order issued by the Governor of the State of New Jersey, the Commissioner of the Department of Education or the executive authority of the municipality in which the District is located; and (b) persists for a period consistent with the laws of the State of New Jersey, the Parties mutually agree that a discount of 15% on the contract amount due from the District for the period for the days when school(s) are closed.

13. Safety and Security.

- a. Bus Aides. A bus aide is required to be present on all Special Education routes to ensure the safety of all students with special needs. All bids for special education routes will include the daily cost of a bus aide.

- b. *Exit Drills.* The District must conduct emergency bus exit drills a minimum of two (2) times per year in accordance with paragraph 9. Contracted transportation vendors shall conduct drills in conjunction with District representatives.
- c. *Investigation.* All incidents and infractions shall be reported to the ERESC within twenty-four (24) hours of occurrence. The ERESC will investigate all reported incidents thoroughly. Vendor penalties and disciplinary action will be imposed if infractions are substantiated.
 - iii. *Insurance.* The District must notify the ERESC in writing if it requires vendors to carry liability insurance in excess of three million (\$3,000,000.00) dollars.

14. Disputes and Choice of Law. The Parties will make good faith efforts to resolve any disputes concerning this Agreement prior to commencing litigation. The laws of the State of New Jersey will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard in the Essex County Superior Court.

15. Miscellaneous.

- a. This Agreement does not create any right or cause of action for any third party.
- b. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- c. The failure or delay of either Party to insist on strict performance of any term or condition, or to exercise any right or remedy in this Agreement, is not intended, and will not be construed as, a waiver of any such right or remedy.
- d. This Agreement is the complete Agreement between the District and the ERESC regarding this subject matter and replaces any prior oral or written communications between them.
- e. Any modification of this Agreement must be made in writing and signed by authorized representatives of both Parties.
- f. Each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

IN WITNESS WHEREOF, the parties have caused this **AGREEMENT**, along with Appendix A, to be duly executed as of this 10th day of May, 2021

School Business Administrator/Board Secretary

Date

School District Representative/Title

Date

APPENDIX A



ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
DIVISION OF TRANSPORTATION
SCHOOL YEAR 2021 - 2022

THIS ROUTE CANCELLATION AGREEMENT, is made on this 10th day of May, 2021 between the **ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION** (hereinafter "the ERESC") and **Union Public Schools** (hereinafter "the District").

WHEREAS, the ERESC and the District seek to enter into an Agreement for the provision of Transportation Services for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, in accordance with the Agreement, the District is required to review and execute this **APPENDIX A, ROUTE CANCELLATION AGREEMENT**; and

NOW THEREFORE, having reviewed the terms of this **APPENDIX A**, the District and the ERESC agree to the following:

1. As part of the Transportation Agreement, the ERESC shall develop certain routes for District students. Route development is time consuming and shall not be conducted absent a firm commitment from both parties.

2. Route Cancellations are not permitted until a contract between the ERESC and the transportation vendor has been fully executed. Route Cancellations shall be permitted only at certain "stages" of the development process. All Route Cancellations shall be subject to a fee that correlates with the particular "stage" of the route development process.

3. Submission Stage. Once a contract with a transportation vendor has been fully executed, the ERESC shall notify the District of such execution. At such time, the District shall provide the ERESC with all information required for route development. Such information will be reviewed and, if sufficient, will be accepted by the ERESC. If the District provides written notice of cancellation during the Submission Stage, the District shall be required to pay one percent (1.00%) of the total estimated cost of the route(s).

4. Development Stage. Route Development commences upon completion of the Submission Stage. Such development shall include consideration of student needs, timing of transportation, and all other necessary considerations. The Development Stage shall include the drafting of specifications for bids. If the District provides written notice of cancellation during the Development Stage, the District shall be required to pay two percent (2.00%) of the total estimated cost of the route(s).

5. Bidding Stage. The ERESC shall place a legal advertisement to solicit bids upon completion of Route Development. The ERESC shall accept bids and facilitate a bid opening. If

the District provide written notice of cancellation prior to award, the District shall be required to pay three percent (3.00%) of the lowest bid received.

6. Once a bid is awarded, all cancellation of routes shall be governed by the terms of the executed Transportation Agreement.

IN WITNESS WHEREOF, the parties have caused this **APPENDIX A**, along with the Agreement, to be duly executed as of this 10th day of May, 2021.

School Business Administrator/Board Secretary

Date

School District Representative/Title

Date

BOARD OF DIRECTORS OF
THE ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

Approved:

President (ERESC) (Date)

Secretary (ERESC) (Date)

BOARD OF
EDUCATION OF THE **Union Public Schools**
DISTRICT OF:

Approved:

President (Partner District) (Date)

Secretary (Partner District) (Date)

Approved:

County Superintendent (Date)
(of district other than Essex County)

Approved:

Executive County (Date)
Superintendent (of Essex County)

The Essex Regional Educational Services Commission is an Equal Opportunity Employer and as such, is governed by the employment goals promulgated by the Treasurer pursuant to New Jersey Public Laws of 1975, Chapter 127 as amended and supplemented from time to time.

