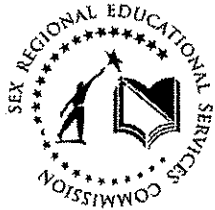


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ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
TRANSPORTATION

333 Fairfield Road
Fairfield, New Jersey 07004
Tel: (973) 405-6262/ Fax: (973) 405-6566

RECEIVED
4/24/19

LAURIE W. NEWELL, Ph.D.
Superintendent

IVELISSE VERAS
Director

April 18, 2019

Mr. Gregory E. Brennan
Business Administrator
Union Public Schools
2369 Morris Avenue
Union, New Jersey 7083

Dear Mr. Gregory E. Brennan,

As we begin to prepare for the upcoming 2019-2020 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 four (4) copies of the Transportation Services Agreement for 2019-2020 school year. The Agreement outlines the responsibilities required to coordinate transportation for all applications submitted to the Commission.

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 03, 2019 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.

Please return all four (4) 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.

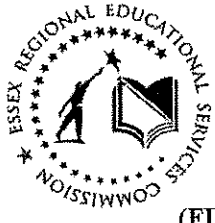
As always, we look forward to the new school year and working with you to provide safe, cost effective and reliable transportation.

Sincerely yours,

Laurie W. Newell

Laurie W. Newell, Ph.D.
Superintendent

LWN/dm
Enclosures (4)



ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
DIVISION OF TRANSPORTATION
TRANSPORTATION SERVICES AGREEMENT
SCHOOL YEAR 2019 - 2020

(SPECIAL AND REGULAR EDUCATION TRANSPORTATION)
(FIELD AND ATHLETIC TRIPS, AND OTHER UNIQUE TRANSPORTATION REQUESTS)

THIS AGREEMENT, is made on this 18th day of April 2019, between the **ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION** (hereinafter "ERESC") and **Union Public Schools** (hereinafter "District").

WHEREAS, 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 ERESC's services; and

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

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

1. Term. This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2020. In order to take effect for this period, this Agreement shall be executed no later than May 31, 2019.

2. Services.

a. *Transportation Services*. ERESC agreed to provide transportation to all students for whom the District has properly and timely submitted an application for services. All students shall be transported in accordance with State statutes and regulations, as well as the rules and regulations governing pupil transportation set by the State Board of Education. Transportation will be provided through contractual agreements between 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, ERESC shall provide the following:

i. Coordination and revision of routes to accommodate 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 Districts and respective transportation vendors;
- vi. Submission of all contracts and addendums to Executive County Superintendent Office for approval;
- vii. Management of contact information for ERESC transportation personnel and assigned transportation vendors;
- viii. Assignment of contact person in the event that emergencies occur after the normal 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 student's change in transportation; and
- xiii. 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 ERESC's supervision and management of all administrative functions and responsibilities:
 - i. Regular and Special Education: 4.75% of the total cost of general and special education students;
 - ii. Field Trips, Athletic Trips, Unique Transportation Requests: 4.75% of the total cost of such trips.

- b. *No Award Fee.* In the event that the District contracts with ERESC to create a bid for non-public transportation and such bid results in zero (0) awards 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 above, in the event that the District fails to notify ERESC of a school closure or delayed opening prior to dispatch, the District shall be charged for half of the per-diem cost of the trip.
- f. *Special Mailings Fee.* In the event that the District require "special mailings" which exceed the standard letters ERESC sends to parents, the District shall be fully responsible for all additional costs.
- g. *Equipment Fee.* The District shall be responsible for the cost of equipment required to transport a student (i.e., harness). Such costs shall be itemized on the monthly invoice.

4. Application. The District shall timely complete an application for each student required to be transported. This application shall detail student information, including any specific needs or instructions required during transport. ERESC shall provide all bus contractors with such specific needs or instructions and the bus contractors shall duly inform all bus drivers of all specialized needs and instructions, in writing, prior to the first day of transport. An application is considered timely completed if the following schedule is met:

- a. *Summer Session Application.* If the District seeks to apply for Summer Session transportation (June 2019 through August 2019), the District shall submit all applications and student data by May 1, 2019.
- b. *Full Year Application.* If the District seeks to apply for School Year transportation (September 2019 through June 2020), the District shall submit all applications and student data by June 3, 2019.
- c. *Field and Athletic Trip Application.* If the District seeks to utilize ERESC transportation services for Field and Athletic Trips at designated points during the school year, the District must submit requests within one week prior to the Field and/or Athletic Trip.

- d. Initial student data must be submitted in an ERESA provided spreadsheet template. Additional requests will be accepted via email or by submission of a student application. Schedules for all athletic bids are requested to be submitted in an ERESA provided spreadsheet template.

5. Cancellation of Individual Trips. All individual trip cancellations must be reported in writing immediately to the ERESA Account Coordinator. In the event that cancellation occurs during non-business hours, the District must provide such notice via an urgent email and telephone call (ensuring they make contact). Any notice received which is untimely shall result in the District being responsible for a cancellation fee of \$100.00 in addition to the administrative fee. Timely notice is defined as follows:

- a. *Student Cancellation.* Timely notice is deemed provided if the District provides written notice to the ERESA of the cancellation within forty-eight (48) hours.
- b. *Field Trips and Athletic Trip Cancellation.* Timely notice is deemed provided if the District provides written notice to ERESA of the cancellation of a field trip, athletic trip, or other related transportation requests within the following time periods:
 - i. Coach Buses: No later than seventy two (72) hours prior to pick up time. In the event that cancellation notice is untimely, the District shall be charged a two-hundred (\$200.00) dollar cancellation on-site fee, in addition the administrative fee.
 - ii. Yellow Buses: No later than seventy two (72) hours prior to pick up time. In the event that cancellation notice is untimely, the District shall be charged a one-hundred (\$100.00) dollar cancellation on site fee, in addition the administrative fee.

6. Cancellation of Route. Prior to the entering of any Agreement, the District shall execute a Route Cancellation Agreement, which is attached herein as Appendix A. In the event that the District seeks to cancel a contracted route, written notice of such cancellation and the reasons for such cancellation will be provided within three (3) calendar days. Routes shall only be cancelled for just cause including, but not limited to, student change of residence, placement, or multiple documented complaints. Any such complaints must be detailed, dated, and unable to be cured.

7. School Closures. The District shall inform ERESA transportation personnel of all school closures and delayed openings as soon as possible upon the decisions being made. In all cases, decisions regarding school closures and delayed openings must be made prior to the bus being dispatched. Failure to notify ERESA of closures or delayed openings in a timely manner will result in additional fees in accordance with Paragraph 3(e).

8. Payment Schedule. Each month, ERESC shall submit an invoice to the District representing the total cost of services for that month, including any additional fees. The District shall remit payment in the amount of that invoice no later than thirty (30) days from the date of the invoice. Failure to promptly pay such invoice shall result in a daily penalty of one percent (1%) of the invoice amount for each day the invoice payment is late. Such late penalty shall be reflected on the next monthly invoice.

9. Safety and Security.

- a. *Bus Aides.* To ensure safe transportation of all students with special needs, an aide is required on all Special Education routes. All special education route bids will include the cost of an aide.
- b. *Exit Drills.* The District must conduct emergency bus exit drills at least two (2) times per year. ERESC requires contracted transportation vendors to conduct drills in conjunction with District representatives.
- c. *Investigation.* All incidents and infractions shall be reported to ERESC within twenty-four (24) hours of occurrence. Any such report will be thoroughly investigated by ERESC. If such report is substantiated, vendor penalties and discipline will be assessed accordingly.
- iv. *Insurance.* The District must specify in writing if it requires vendors to carry liability insurance in excess of three million (\$3,000,000.00) dollars.

IN WITNESS WHEREOF, the parties have caused this **AGREEMENT**, along with Appendix A, to be duly executed as of this 18th day of April, 2019.

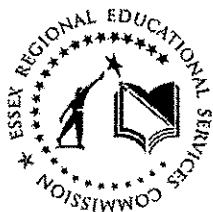
School Business Administrator/Board Secretary

Date

School District Representative/Title

Date

APPENDIX A



ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
DIVISION OF TRANSPORTATION
ROUTE CANCELLATION AGREEMENT

THIS ROUTE CANCELLATION AGREEMENT, is made on this 18th day of April 2019, between the **ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION** (hereinafter "ERESC") and **Union Public Schools** (hereinafter "District").

WHEREAS, ERESC and the District seek to engage in an Agreement for the provision of Transportation Services for the period of July 1, 2019 through June 30, 2020; 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 ERESC agree as follows:

1. As part of the Transportation Agreement, 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 ERESC and the transportation vendor has been fully executed. Route Cancellations shall only be permitted at certain "stages" of the route development process. All Route Cancellations shall be subject to a fee corresponding with the particular "stage" of the route development process.

3. Submission Stage. Once a contract with a transportation vendor has been fully executed, ERESC shall notify the District of such execution. At such time, the District shall submit all information necessary for route development. Such information will be reviewed and, if sufficient, will be accepted by ERESC. In the event that 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. Once the information is accepted by ERESC, ERESC shall begin the development of the appropriate routes. 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. In the event that 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. Once the routes are developed and the specifications are complete, ERESC shall advertise for receipt of transportation bids. ERESC shall facilitate the receipt of all

bids. If, prior to award, the District provides writing notice of cancellation, the District shall be required to pay three percent (3.00%) of the lowest bid amount 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 18th day of April, 2019.

School Business Administrator/Board Secretary

Date

School District Representative/Title

Date

BOARD OF DIRECTORS OF

THE ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

Approved:

Richard M. H-18-19
President (ERESC) (Date)

Carmie Drepstein 4/18/19
Secretary (ERESC) (Date)

**BOARD OF
EDUCATION OF THE
DISTRICT OF:**

Union Public Schools

Approved:

President (Date)

Secretary (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.