



**ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
BUSINESS OPERATIONS UNIT**

333 Fairfield Road
Fairfield, New Jersey 07004
Tel: (973) 405-6262 / Fax: (973) 405-6565

Memorandum

To: School Districts / Vendors
From: Dr. Latee Walton-McCleod, Ph.D., Superintendent of Schools
Date: 3/1/2024
Re: ERESC Contracts Process

The 2024-2025 school year is fast approaching, and ERESC will be firmly complying with the contract process that was previously forwarded to all Districts and Vendors effective January 1, 2022. Please find the process below as a friendly reminder. Further, please note that the process assists ERESC, Districts and vendors with ensuring that all contracts are received and fully executed in a legal and timely fashion.

Contract Process:

1. By 3/1/2024 your District/office will receive a contract to be reviewed by your department designee or legal counsel.
 - a. If the contract is agreeable, it must be approved and signed by your Board or other legal signatory for your entity. The executed contract and purchase order with the fully encumbered amount must be returned to ERESC at s.afonso@eresc.com.
 - b. If the contract is not agreeable, you must email a copy of the contract with your requested changes/edits to Legal@eresc.com. Once a final copy is created, you will receive the updated contract to have approved and executed by your Board or other legal signatory. Once approved, The executed contract and purchase order with the fully encumbered amount must be returned to ERESC attention of Susana Afonso & Karithyah Massey.
2. After receipt of your executed contract, ERESC will have the contract approved by our Board, and you will receive a fully executed copy along with your signed Purchase Order voucher.

Please note that effective January 1, 2024, ERESC will not be accepting contracts solely drafted by Districts. Should your District have specific terms that must be included in the contract, please add that language to the contract you receive from ERESC. This change will create uniformity and ensure all contracts are compliant with State requirements.

Thank you for your business and your attention to this important matter, and we look forward to working with you in the upcoming school year.

Dr. Latee Walton-McCleod, Ph.D
Superintendent of Schools
Essex Regional Educational Services Commission
333 Fairfield Road
Fairfield, NJ 07004
(973) 405-6262

CONSTITUENT DISTRICTS: Belleville, Bloomfield, East Orange, Essex County
Vocational Schools, Irvington, Livingston, Montclair, Newark, Orange, and South Orange-Maplewood



ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
DIVISION OF TRANSPORTATION
TRANSPORTATION SERVICES AGREEMENT
SCHOOL YEAR 2024 - 2025

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

THIS AGREEMENT, is made on this 1st day of March, 2024 by and between the **ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION** (hereinafter the "ERESC") with principal offices located at 333 Fairfield Road, Fairfield, New Jersey 07004 and Township of Union School District (hereinafter the "District") with principal offices located at 2369 Morris Avenue, Union, NJ 07083 (collectively "The Parties").

WHEREAS, the ERESC provides transportation services to students through contractual agreements with responsible school bus contractors (hereinafter "Transportation Vendor"); and

WHEREAS, the District has 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, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall be in full force and effect from July 1, 2024 through June 30, 2025. For services to begin on July 1, 2024, this Agreement shall be fully executed no later than June 1, 2024.

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. All students shall be transported in accordance with the statutes and regulations of the State of New Jersey and the rules and regulations governing pupil transportation as set forth by the New Jersey Department of Education. Transportation will be provided through contractual agreements between the ERESC and responsible school bus contractors ("Transportation Vendors"). All vehicles used to transport students shall be approved by the Executive County Superintendent of Essex County.

i. ERESC shall ensure the transportation of students occurs as set forth in the bid specifications with the approved Transportation Vendors

ii. The Transportation Vendor(s) contracted with shall not exceed in number the capacity of the vehicle designated to transport students and shall comply with all

applicable New Jersey statutes, regulations and procedures governing student transportation.

iii. The Transportation Vendor utilized by ERESC shall ensure that the driver of each vehicle shall be a reliable person of good character who shall possess all State school bus driver qualifications and licenses and shall comply with all statutes, regulations and procedures of the State of New Jersey and rules and specifications of ERESC. If, in ERESC's judgment, the driver of a vehicle operated under contract to transport school students shall be deemed unsuitable to drive a school vehicle because of lack of driving skills, inability to control students, failure to comply with the aforesaid rules, regulations and specifications, incapacity, unbecoming conduct or other good cause; the District may submit a request to ERESC for said driver to be replaced. Should the transportation vendor fail to comply with the request, ERESC may require the Transportation Vendor to show cause why such failure to comply with the request shall be deemed to constitute a breach of contract, and may set aside and annul the contract.

iv. Transportation Vendors shall only transport designated student(s) and personnel. The commingling of students is prohibited, unless otherwise authorized.

b. The Parties mutually agree that transportation route development is time consuming and shall not be conducted absent a firm commitment from both parties.

c. 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 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 pay the following fees to ERESC:

- a. *Administrative Fee.* The District shall pay the following rates for the ERESC to supervise and manage all administrative functions and responsibilities with regard to the services:
 - i. Regular and Special Education Routes: 5.00% of the Transportation Vendors' total costs for general and special education students;
 - ii. Field Trips, Athletic Trips, Unique Transportation Requests: 5.00% of the Transportation Vendors' total cost for such trips.
- b. *Cancellation of Individual Trip Fees.* In accordance with Paragraphs 5 and 6, all untimely individual cancellations shall result in the District being responsible for an on-site cancellation fee, as provided.
- c. *Cancellation of Route during Development.* In accordance with Paragraphs 5 and 6 of this Agreement, the District shall be responsible for all fees assessed due to the cancellation of routes through the development stages. How much is the fee?
- d. *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.
- e. *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. **Transportation Requests.** The District shall submit student requests in a timely fashion for each student requiring transport. The request 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 Transportation Vendor availability.

A transportation request 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 2024 through August 2024), the District shall submit all applications/student data to the ERESO by May 1, 2024.
- b. Full Year Application. If the District seeks to apply for School Year transportation (September 2024 through June 2025), the District shall submit all applications/student data to the ERESO by June 1, 2024.
- c. Field and Athletic Trip Application. If the District seeks to utilize ERESO 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, and all group submissions, of student data in the form of an ERESO provided excel spreadsheet template. Subsequent requests for student transportation shall be accepted via email or a student application. Schedules for athletic events shall be provided in the form of an ERESO provided spreadsheet template in accordance with the required timeline.

5. General Route Cancellation Terms and Conditions.

- a. Route Cancellations are not permitted until a contract between the ERESO 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.
- b. Submission Stage. Once a contract with Transportation Vendor has been fully executed, the ERESO shall notify the District of such execution. At such time, the District shall provide the ERESO with all information required for route development. Such information will be reviewed and, if sufficient, will be accepted by the ERESO. 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).
- c. 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).
- d. Bidding/Quoting Stage. The ERESO shall place a legal advertisement to solicit bids and/or quotes upon completion of Route Development. The ERESO shall accept

bids and/or quotes and facilitate a bid opening. If the District provides written notice of cancellation prior to award, the District shall be required to pay three percent (3.00%) of the lowest bid received.

e. Once a bid is awarded, all cancellation of routes shall be governed by the terms of this Agreement.

6. **Cancellation of Individual Field/Athletic Trips.** To avoid cancellation fees, all individual trip cancellations must be reported to the account coordinator in writing 1 day of the cancellation. In the event a trip is cancelled due to catastrophic events or acts of God or nature outside of the District's control, notification of the cancellation must be made to the account coordinator within 4 hours of the scheduled pick up time. Failure to notify the account coordinator within the time period prescribed may result in District being charged a "cancel on site" fee pursuant to Paragraph 3(b). Should an event be cancelled during non-business hours, the District is required to notify its account coordinator via both an urgent email and telephone call. If the account coordinator is not directly reached, the District's representative must contact the Transportation Vendor directly for the cancellation. 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 twenty-four (24) hours of scheduled pick-up time to avoid a one-hundred dollar (\$100.00) on-site cancellation fee in addition to an administrative fee.

7. **Cancellation of Route "To and From".** 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. *"To and From" Route Cancellation:*

- i. Change in student address or placement; and
- 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.
- iii. The District will be billed up until and including the effective date of cancellation. The District will not be billed further after that date.

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.
- ii. The District will be billed up until and including the effective date of cancellation. The District will not be billed further after that date.

8. **School Closures.** The District shall notify the ERESK Transportation Department of a school closure or delayed opening by midnight (12:01 a.m.) the day of the closure. (For example, if the delayed opening or closure is to take place on a Thursday, District must notify ERESK of the delayed opening or closure by 12:01 a.m. on Thursday). School closures and delayed openings must be reported prior to buses being dispatched. Failure to notify the ERESK of closures or delayed openings by 12:01 a.m. the day of the closure, will result in additional fees. All changes to the school calendar must be submitted via email to s.afonso@eresk.com & k.massey@eresk.com.

9. **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 ERESK with written verification that drills were conducted in accordance with N.J.A.C 6A:27-11.2 via email to s.afonso@eresk.com & k.massey@eresk.com.

10. **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.

11. **Payment Schedule.** A purchase order will be required from the District for all the services being requested for the given school year, prior to the commencement of services. The ERESK shall issue a monthly invoice to the District for the total cost of contracted transportation services for the month as provided in this Agreement, including any additional fees.

- a. 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 late fee 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.

12. **Refunds.** In the event District overpays for services provided, ERESK will automatically apply the overpayment to the following month's invoice for transportation services. The District shall request in writing to the ERESK School Business Administrator at billing@eresk.com that the overpayment be applied to a different ERESK provided service for which the District and ERESK have contracted. The request must specify which other contracted service in which the District wants to apply the funds.

13. **First Month's Payment.** Payment for the first month of services in the amount of an estimated ten percent (10%) of last school year's total contract for "to and from" transportation, shall be provided prior to the commencement of services and after Board approval. The amount billed is based off of an estimate for last year's contracted services. In the event the amount paid exceeds the amount billed, the overpayment will be applied to the following month's invoice, as provided in Paragraph 11. In the event there is an outstanding balance for the first month, the District will be billed for the balance.

- a. In the event District did not have a contract with ERESC last school year, the Parties mutually agree to a first month's advance payment that will constitute an estimate based on the transportation requests and or bid/quote results for the first year and ten percent (10 %) of total the estimated amount of the annual projected expenses for the first year. In the event the amount paid exceeds the amount billed, the overpayment will be applied to the following month's invoice, as provided in Paragraph 11. In the event there is an outstanding balance for the first month, the District will be billed for the balance.

14. **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.

15. **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.

- a. All other District closures, including District decided closures, not otherwise enumerated in this Agreement, will be billed as if the services were provided.

16. **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. **Field Trips & Athletics.** A district/school appointed representative must accompany students on Field Trips and Athletic events at ALL times.
- c. **Exit Drills.** The District must conduct emergency bus exit drills a minimum of two (2) times per year in accordance with paragraph 8. Contracted Transportation Vendors shall conduct drills in conjunction with District representatives.

- d. 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. Transportation Vendor penalties and disciplinary action will be imposed by ERESC, if infractions are substantiated. The District cannot impose penalties separate and apart from the penalties imposed by ERESC.
- e. 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. ERESC at all times shall maintain liability insurance, and the transportation vendor shall at all times maintain liability insurance covering the operation of every vehicle transporting students and drivers thereof in an amount not less than one million (\$1,000,000.00) dollars combined single limit coverage per occurrence. The aforesaid transportation contractor insurance shall cover ERESC.
- f. Surety Bond. Transportation Vendors shall provide to ERESC a suitable surety bond, which shall be made available for viewing at the District's request.

17. **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.

18. **Student Absences/Attendance.** The Parties mutually agree that student absences 10 school days or less shall have no bearing on the fees charged to the District. Accordingly, in those instances, the District shall be billed as if the services were provided.

19. **Termination of Agreement.** This Agreement may be terminated upon 45 days' written notice by either party. The District agrees and understands that ERESC will bill the District for the final 45 days in which services are provided, and District will render payment for said services pursuant to Paragraph 10.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated by this Agreement and supersedes all prior agreements and understandings between the parties with respect to such transaction. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute only one and the same instrument.

21. **Documentation and Recordkeeping.** Both Parties shall maintain documentation as necessary to establish they are meeting their obligations pursuant to this Agreement and such other standards that may apply.

22. **Criminal Background Check.** To the extent required by the laws of the State of New Jersey, it is the responsibility of the ERESA to ensure that its employees, agents, volunteers, and contractors and any instructors who have contact with students be fingerprinted and undergo a background check.

23. **Confidentiality of Student Records.** Access to student education records is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, et seq., the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501-6506, and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that ERESA has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Further, ERESA agrees that it shall not use education records except as necessary for performance under this Agreement. ERESA shall not disclose education records to any third party unless required by law or judicial/administrative order.

24. **Mutual Indemnification.** The Parties shall mutually defend, indemnify and hold harmless the other and their agents, officers, independent contractors and employees thereof from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of the actions of the transportation contractor occasioned wholly or in part by any act or omission to act of the transportation contractor, its agent, its subcontractor, or its employees in the performance of the services in this Agreement.

25. **Affirmative Action/Equal Employment.** During the performance of this Agreement, both Parties agree to comply with the Mandatory Equal Employment Opportunity Language for Goods, Professional Services and General Service Contracts and Equal Opportunity for Individuals with Disabilities language promulgated by the Division of Local Government Services of the Department of Community Affairs.

26. **Severability.** Each provision of this Agreement shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.

27. **Modifications and Amendments.** Any and all modifications to the terms of this Agreement must be memorialized in writing, approved and executed by each party's governing body.

28. **Contract Monitor.** Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the following individuals:

For the ERESC:

For the District:

Michael Steinmetz

 Name

School Business Administrator

 Title

333 Fairfield Road

 Address

Fairfield, New Jersey 07004

 City, State, Zip Code

973-405-6262

 Phone Number

M.steinmetz@eresc.com

 E-mail Address

 Name

 Title

 Address

 City, State, Zip Code

 Phone Number

 E-mail Address

29. **Counterparts.** This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

30. **Approval by County.** It is understood and agreed by the parties hereto that this Agreement shall be without force or effect until it shall require the approval of the County Superintendent of Schools.

By checking the box, District agrees to an automatic 1-year renewal of this Agreement, subject to any updated fees for transportation routes that are placed out to public bid or out for quotes. Any and all addendums to an automatically renewed agreement shall be made in writing, approved the governing body of both Parties and executed.

IN WITNESS WHEREOF, the parties have caused this **AGREEMENT** to be duly executed as of this 1st day of March, 2024.

BOARD OF DIRECTORS OF THE ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

Approved: _____

Board President (Date)

Board Secretary (Date)

Township of Union School District BOARD OF EDUCATION

Approved: _____

Board President (Date)

Board Secretary (Date)

Any alteration of this Agreement/Contract is expressly prohibited without the written consent of the Essex Regional Educational Services Commission.

The Essex Regional Educational Services Commission is an Equal Opportunity Employer (EOE) and as such, is governed by the employment goals promulgated by federal and state regulations.

Rev. by SJM 02/27/2024

