


F-12

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Dr. Scott Taylor

**C: Dr. Gretel Perez
Gerald Benaquista
Yolanda Koon
Diane Cappiello
Bernadette Watson**

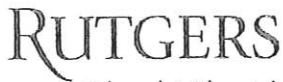
From: Kim Conti 

Re: Board Agenda Item

Date: November 29, 2022

Approve NJTIP at Rutgers, 33 Livingston Avenue, New Brunswick, New Jersey to provide travel instruction (bus-train) per students' IEPs for the 22-23 School Year not to exceed 14,600.00.

(Account # 11-000-219-320-01-19)



Edward J. Bloustein School
of Planning and Public Policy

NJTIP at Rutgers
Alan M. Voorhees Transportation Center
Rutgers, The State University of New Jersey
33 Livingston Avenue
New Brunswick, New Jersey 08901

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EMAIL: njtip_info@njtip.rutgers.edu
PHONE: (848) 932-2831 direct dial
FAX: (732) 932-3714

October 28, 2022

Kim Conti, Director of Special Services
Union Township Board of Education
2155 Morris Avenue
Union, NJ 07083

Dear Ms. Conti,

We appreciate the opportunity to discuss how travel instruction provided by NJTIP @ Rutgers could be incorporated into the curriculum for your program. We believe that further collaboration between your district and NJTIP @ Rutgers would provide an excellent opportunity to teach the individuals in your program skills for future independent travel.

In that regard, we are pleased to submit this proposal that details NJTIP @ Rutgers services for your consideration. The proposal is organized into the following four sections:

- NJTIP @ Rutgers' Understanding of the Situation
- Proposed Services
- NJTIP @ Rutgers Qualifications
- Proposed Level of Effort and Project Budget

NJTIP @ Rutgers' Understanding of the Situation

Your program offers beneficial transition services for students with special needs. Transition programs help prepare young adults for the real world challenges they will face when they complete high school and are searching for jobs. The focus of these programs is to teach life skills that will enhance an individual's potential for independence and self-sufficiency.

One valuable life skill that may not be part of your current curriculum is learning how to safely and independently use public transportation. Taking public transportation offers individuals the opportunity to travel economically and independently to employment and job training sites, social and recreational destinations, to visit family and friends and to conduct other daily living activities.

Your district is interested in offering travel instruction services that focus on access to community locations for students' use in adult life with on-vehicle instruction for the development of independent travel skills. This enhancement would be added to the curriculum for the 2022-2023 school year with potential extensions in subsequent years. We agree that these travel instruction services are an essential part of making the program successful.

Proposed Services

NJTIP @ Rutgers proposes that our staff work cooperatively with your staff during the 2022-2023 school year to accomplish the following:

- Develop transit familiarization curriculum & provide classroom instruction (36 hours)
- Plan and lead field trips on NJ TRANSIT vehicles from school (148 hours for field trips with 2 instructors)

Develop Travel Instruction Curriculum: NJTIP staff will consult with staff members to tailor a travel instruction curriculum that will be appropriate for the selected transition students. Examples of potential curriculum topics include:

- Transit Familiarization (Bus, Rail, Light Rail, PATH, Shuttles and other options)
- Paying the Fare
- Appropriate Behavior on the Bus and Train
- Maps, Wayfinding and Landmark Recognition
- Safety Considerations
- Street Crossing
- Time Management
- Schedules and Routes
- Apps and mobile trip planning
- Handling the Unexpected
- Community Support and Emergencies

Provide Classroom Instruction: NJTIP @ Rutgers will provide classroom instruction on site at your facilities, jobsite or other locations as deemed appropriate. NJTIP staff will design classroom materials customized to students and individuals with varying learning styles and special needs. Techniques/learning strategies that will be used may include:

- Use of pictures, photographs, videos and visual displays
- Demonstration
- Role playing and classroom practice

Plan and Lead Field Trip(s) on NJ TRANSIT Vehicles: NJTIP @ Rutgers will conduct field trip(s) and/or bus demonstrations on NJ TRANSIT or other transit provider vehicles to provide real world experiences in which students can practice the travel skills learned in the classroom. Field trip preparation includes an in-depth check of the route, transportation components, and environmental conditions prior to taking the trip itself. Each field trip has a capacity of up to ten student participants. Township of Union BOE district staff will be present during class lessons and field trips and will assist the students in practicing travel skills.

NJTIP @ Rutgers Qualifications

Since 2007 NJTIP has provided innovative travel instruction programs to more than 13,682 individuals with the goal of increasing the independence and self-sufficiency of people with disabilities, older adults, and others by empowering them to use the public transit system safely and independently. The NJTIP concept was originally developed during a two-year pilot program,

which was funded by NJ TRANSIT. The pilot and subsequent travel training work conducted by NJTIP @ Rutgers throughout New Jersey has clearly demonstrated that travel instruction is an effective way of teaching people with disabilities how to use public transit.

NJTIP @ Rutgers uses a standardized curriculum developed in cooperation with NJ TRANSIT. The curriculum is designed to lead to mastery of 30 travel skills that are needed for safe and independent travel. We use travel training techniques and use tools that have been developed and/or endorsed by Easter Seals PROJECT ACTION and the Association of Travel Instruction. During the pilot, these techniques and tools were customized to fit the realities of riding on NJ TRANSIT bus and rail systems.

NJTIP @ Rutgers has extensive experience in teaching high school students how to use public transportation. In addition to the young adults who have graduated from our one-on-one travel instruction program, NJTIP @ Rutgers also teaches a weekly class for transitioning students at The Children's Institute (TCI), now known as Academy 360, program; this weekly class has been part of the TCI program for the past five years. The Academy 360 program includes monthly field trips to local destinations such as shopping malls and work sites. We have also taught travel training programs to students at Middlesex County Vocational-Technical Schools, Union County Educational Services Commission, Linden High School, Woodbridge High School, Bergen County Special Services, Hackensack High School and Wayne Public Schools, among others.

In January of 2013, NJTIP became part of the Alan M. Voorhees Transportation Center (VTC) at Rutgers, The State University of New Jersey. VTC is a national leader in transportation research and education and is working with NJTIP @ Rutgers to continue to expand our successful travel instruction programs statewide. Under my direction, our staff includes six full-time travel instructors. Our travel instructors have Bachelor's Degrees, many have Masters level education, and all have experience in providing teaching, training and/or social services to persons with disabilities. Two instructors are experienced special education teachers in New Jersey public schools. We bring their knowledge not only as travel instructors, but also as educators and direct service providers, to our in-school training programs.

Proposed Level of Effort and Project Budget

The proposal below presents our estimate of the resources required to deliver the proposed services described above. This effort may also include one class and trip at no cost to you supported by our Federal Transit Administration Grant Funding in Union County. Students may also be eligible for one on one travel training after graduation.

Develop Travel Instruction Curriculum & Teach Travel Instruction Curriculum

- Consult with teachers to determine training needs of participating students
- Program management and supervision
- Adapt resources for local context
- A minimum of 6 classroom instruction sessions (one travel instructor)

Estimate of task hours: 36

Field Trips

- Route Check – research route, schedule and assess barriers for a minimum of 6 trips (one travel instructor)
- Execute a minimum of 6 field trips to community based locations to prepare students to use public transportation (2 travel instructors)

Estimate of task hours: 148

This project budget totals \$14,600 and the scheduled timeframe is December 1, 2022 and concludes June 15, 2023.

NJTIP @ Rutgers will request reimbursement of up to \$13,292 for staffing costs. This agreement provides for up to 184 total hours of direct NJTIP @ Rutgers staff involvement. If additional staff time is needed, to provide more group or individual instruction, a contract modification or supplemental agreement may be required.

Please note, as we discussed, NJTIP has other contracts in Union County; additional services may be made available to Union High School students in the future. Direct costs, which can include a NJTRANSIT bus demonstration at Union High School, student/UHS staff transit fares and staff mileage, total \$1,308.

Insurance

The Union Township Board of Education shall obtain and carry in full force and effect liability insurance with a reputable and established insurance company which shall protect The Union Township Board of Education in regards to the events covered in this agreement. The Union Township Board of Education shall supply a current certificate of insurance to RUTGERS if requested.

RUTGERS agrees to have in force and shall maintain for the duration of the Agreement, the following insurance at, or in excess of, the limits detailed below:

- a) A program of self-insurance for Worker's compensation, in accordance the statutory requirements of the State of New Jersey, and commercially purchased employer's liability insurance.

b) Business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of any of its employees, agents with \$1,000,000 combined single limits.

RUTGERS shall provide an insurance certificate evidencing the said insurance coverage and setting forth Union Township Board of Education as an additional insured.

Termination

Union Township Board of Education and NJTIP @ Rutgers agree that this agreement may only be terminated upon receiving written notice from the other party 30 days prior to the proposed termination date. Due to the nature of this fixed fee contract, upon termination, the agreement will be paid in full.

Confidentiality

NJTIP @ RUTGERS agrees that any personal information received and/or used in conjunction with services provided under this Agreement shall remain confidential. Personal information shall be defined as any confidential and proprietary information and documents, including education records under FERPA, and student records under the New Jersey administrative code, in any form (e.g., electronic, paper, etc.) concerning any Union Township Public School student, former student, parent, or guardian. RUTGERS agrees to not use or allow access to personal information, except in accordance with BOARD policies and regulations.

In addition, in accordance with RUTGERS UNIVERSITY's Protection of Minors Policy, all NJTIP Staff working under this agreement shall have completed and passed a criminal background check; proof of which will be made available upon request.

We look forward to working with you on this submission, and project, if it is selected for funding. Please feel free to contact me with any questions. I can be reached at 848-932-2831.

Sincerely,

Karen J. Alexander
NJTIP @ Rutgers Managing Director

Concurrence: The undersigned accepts the work program, which begins December 1, 2022 and concludes June 15, 2023, and budget as presented above, totaling \$14,600. This is a fixed fee agreement that will be invoiced in full upon completion of the project.

Yolanda Koon Township Board of Education

Signature _____

Date: _____

RIDER FOR PUBLIC SCHOOL SERVICE CONTRACTS

This Rider is incorporated fully into the terms of the attached Agreement between NJTIP at Rutgers and the Union Tp. Board of Education. To the extent that there are any inconsistencies between the terms of the Agreement and this Rider, the terms of the Rider take precedence.

I. Licensing/Certification

Provider shall only provide employees who are licensed or certified as may be required by State law.

II. Criminal Background Check

Provider shall provide a Criminal History Record Information (CHRI), including fingerprint background check for each of its employees who provide direct services to a student during the term of this Agreement and shall provide the Board with verification of the CHRI. During the term of the Agreement, Provider shall report to the Board any modification of the CHRI including without limitation any arrest or conviction of any employees providing direct services to students.

III. Sexual Abuse/Child Abuse Disclosure Release Form

Provider hereby acknowledges its obligations under the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.6 to 7.13 (commonly referred to as "Pass the Trash", the "PTT Law"), as applicable, and certifies that it is compliant with the PTT Law and all obligations required therein.

IV. Insurance

1. Provider shall maintain general liability and professional liability coverage for any negligent acts or omissions of its employees which may give rise to liability under this Agreement. Coverage shall be written on a "claims made basis" for a minimum of One Million Dollars (\$1,000,000.00) per individual and in the sum of Two Million Dollars (\$3,000,000.00) per occurrence.
2. Provider shall maintain, as its sole expense, Worker's Compensation insurance for its employees.
3. Provider shall file upon execution of the contract all certificates of insurance upon forms acceptable to Board. The certificates shall contain a provision that the coverage afforded on the policies will not be cancelled or materially changed during the term of the contract.

V. Indemnification

Provider agrees to indemnify and hold harmless Board from any and all claims, liability, damages and expenses, including but not limited to reasonable attorney's fees, arising out of, resulting from and/or related to the services which Provider, its agents and/or employees render pursuant to the within Agreement, whereby the claims, liability, damages and expenses are caused by any error, omission, negligence, willful misconduct, or intentional act of Provider, its agents and/or employees.

VI. Billing and Payment of Personnel.

- A. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.
- B. Provider shall defer billing until no earlier than June 1, 2023 and provide an itemized list of services and approved expenses.
- C. Board agrees to pay submitted bills within thirty (30) days after the monthly Board meeting immediately following receipt by the Board of the billing.
- D. Provider shall be paid in accordance with the fees set forth in the attached Agreement, provided that the total compensation for the **2022-2023 school year shall not exceed \$14,600.00 There shall be no change in rates for the 2022-2023 school year.**
- E. Provider shall provide notice to the Board if payment has not been received within five days of the date by which compensation should be made for services satisfactorily performed. Conditioned upon receipt of written notice of non-payment, interest for payment shall accrue at one percent (1%) per year, commencing on thirty days past the date by which compensation should be made for services satisfactorily performed.

VII. Term and Termination

- A. This Agreement will remain in effect through June 30 of the academic school year. This Agreement may be extended at the option of the Board, subject to satisfactory performance by Provider, availability of funds by the Board and applicable provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1 *et seq.*
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. Upon termination, all outstanding fees for services rendered by Provider shall be paid upon submission of the invoice to the Board.

- C. Either party may terminate this Agreement for cause due to breach of any material provisions in this Agreement by giving ten (10) days prior written notice.

VIII. Public Contracting Requirements

- A. Non-Collusion. The Provider warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or district employee, officer or official.
- B. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider must provide a copy of its business registration certificate to the District prior to execution of the contract.
- C. Pay-To-Play. Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Provider shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Provider receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Provider's responsibility to determine if filing is necessary.
- D. Non-Discrimination. The Provider shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Provider shall operate in conformity with applicable provisions of all federal and state anti-discrimination statutes and directives, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) and (b), regarding Affirmative action, and the requirements of 42 U.S.C. 121.01 et seq., regarding the Americans with Disabilities Act.

The Provider certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.

- E. Records. Provider shall keep all records pertaining to its services under this Agreement for no less than five (5) years.

IX. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey. Any litigation shall be filed within the courts of the State of New Jersey.
- B. Relationship to Parties. Provider enters into this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand, by courier with proof of delivery, or by certified mail, return receipt requested, to the other party, at the party's address stated below.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for Board and Provider are to be kept confidential by Board and Provider and not disclosed to any other party or used in part or whole without the permission of Board and/or Provider.
- G. Entire Agreement. **Each Agreement, Attachment, Fee Schedule, Proposal or other documents referenced herein and/or attached to this Rider are incorporated herein as if the same was set out in full in the text of this Rider, but to the extent any terms included in any attached document conflict with the terms of the Rider, this Rider takes precedence.**

H. Force Majeure. Neither Provider nor the Board shall be deemed to be in default of the Agreement if either party is prevented from performing any of the obligations hereunder by reason of fire, floods, strikes, boycotts, embargoes, unusually severe weather conditions, epidemics, pandemics or any other similarly extreme circumstance for which it is not responsible or which is not within its control. If any of the foregoing occur during the term of the Agreement and Provider is unable to perform, the Board shall not be responsible for payment of any services that are not performed.

X. NOTICE

All notices, requests, consents and approvals under this Agreement shall be served or given in writing by certified mail or courier with signature required and tracking confirmation.

Notices to the Board shall be delivered to:

Yolanda Koon , Business Administrator/Secretary
Union Tp. Board of Education
2369 Morris Avenue
Union, New Jersey 07083

With a copy of legal notices to:

Lester E. Taylor, Esq.
Florio Perrucci Steinhardt Cappelli Tipton & Taylor LLC
430 Mountain Avenue, Suite 103
New Providence, NJ 07974

Notices to Provider shall be delivered to:

Karen J. Alexander, Director
NJ TIP at Rutgers
33 Livingston Avenue
New Brunswick, NJ

SIGNATURES ON NEXT PAGE

THE PARTIES hereby agree to the terms of this Rider:

PROVIDER

BOARD OF EDUCATION

Print name/Title:

Print Name/Title:

Dated: _____

Dated: _____

