

EDUCATIONAL
SERVICES
COMMISSION

ESC

Hunterdon County

Hunterdon County Educational Services Commission

37 Hoffmans Crossing Road

Califon, New Jersey 07830

Phone: (908)439-4280 Fax: (908) 975-3753

Marie B. Gorey, Superintendent

Corinne Steinmetz, SBA/Board Secretary

AGREEMENT

THIS AGREEMENT (the "Agreement"), dated April 18, 2018 is between the Hunterdon County Educational Services Commission Board of Education, with its principal offices located at 37 Hoffmans Crossing Road, Califon, County of Hunterdon, New Jersey 07830, (the "HCESC"), and the **Board of Education of the North Hunterdon-Voorhees Regional High School District**, with its principal offices located at 1445 State Route 31 Annandale, County of Hunterdon, New Jersey 08801, (the "School District"), (the HCESC and School District collectively, the "Parties").

WHEREAS, the School District desires to retain the services of the HCESC to provide student transportation management services to the School District;

WHEREAS, the HCESC is prepared to and desires to provide the Services to the School District;

WHEREAS, the Parties are desirous of memorializing the terms of their agreement for the Services.

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

I. PARTIES; PURPOSE OF AGREEMENT; SERVICES; TERM; TRANSITION

1. HCESC is an agency authorized by statute and regulation to provide programs and services to public school districts, including the School District.
2. Subject to the terms and conditions set forth herein, HCESC agrees to provide student transportation management services ("the Services") as required by the School District, commencing July 1, 2018 through June 30, 2019. The School District agrees to pay HCESC for such services and preparation therefore in accordance with the terms set forth herein.
3. The term of this Agreement shall be from the date set forth above. The Agreement may be extended by mutual agreement.

II. RESPONSIBILITIES OF THE HCESC

1. HCESC agrees to provide the Services to the School District in accordance with the terms of this Agreement. "The Services" under this Agreement shall include the provision of student transportation management service in consultation with the School District.
2. The cost of said services will be 5.5% of the transportation contracts to serve district students. Such costs will be billed on a monthly basis, July 2018 through June 2019. HCESC agrees to reduce the total transportation charges by \$35,000.00, which will be deducted in ten (10) equal installments September 2018 through June 2019 from each monthly billing, for an Assistant Coordinator to be provided by the School District.
3. The Assistant Coordinator provided by the School District shall work at the direction of the HCESC transportation department and complete duties as assigned. In the event this person retires, resigns or is no longer employed by the School District, the School District agrees to pay

the HCESC the prorated payment of said costs as indicated above.

4. It is understood and agreed that this compensation is inclusive of all expenses, direct and indirect, including but not limited to employee compensation, payroll taxes, and insurance, overhead and management responsibilities.
5. The HCESC will work collaboratively with the School District on evaluations and observations using agreed upon forms and procedures.
6. The transportation department personnel provided by the HCESC are employees of the HCESC and shall not be considered to be employees of the School District. HCESC shall have authority to recruit, train, hire, discipline, evaluate, supervise, schedule and assign any personnel for the purpose of this agreement.
7. It is required by the HCESC that the School District inform the HCESC as soon as possible of any issues or concerns regarding performance of student transportation management service to permit a *Corrective Action Plan* to be developed, implemented and evaluated.
8. The HCESC shall provide and maintain student transportation records, logs and reports in connection with the services provided herein in accordance with all federal, state and local laws and regulations, and all of the School District's Policies and Regulations, including but not limited to, those pertaining to confidentiality of student records.
9. HCESC is responsible for providing student transportation management service in accordance with the schedule of needs furnished by the School District.
10. The HCESC shall provide the Services to all persons regardless of disability, race, creed, color, gender, social or economic status, religion, national origin or sexual orientation.
11. The HCESC shall ensure equal employment opportunities for all persons and shall prohibit discrimination in employment because of gender, race, color, creed,

religion, disability, domicile, marital status, national origin, sexual orientation, gender identity and expression, and nationality. The HCESC shall prohibit sexual harassment of staff members and students by its employees.

12. The HCESC shall ensure that each consultant, agent, servant, officer and/or employee rendering Services pursuant to this Agreement has undergone a physical examination in accordance with the applicable laws and regulations, including, but not limited to N.J.A.C. 6A:32-6.3.
13. Each consultant, agent, servant, officer and/or employee employed by the HCESC to provide the Services pursuant to this Agreement shall be subject to a criminal history record check as set forth in N.J.S.A. 18A:6-7.1 to 7.5. and shall furnish the District with verification of the same and appropriate clearance from the Department of Education.
14. The HCESC will assign a contact person to provide overall supervision, coordination and communication in connection with the Services.
15. The HCESC shall indemnify and hold harmless the School District, its board members, agents, servants, officers and employees from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein provided by the HCESC pursuant to this Agreement, if said claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of the HCESC, its consultants, agents, servants, officers and/or employees.

III. RESPONSIBILITIES OF THE SCHOOL DISTRICT

1. The School District agrees to purchase the Services for the period of July 1, 2018 to June 30, 2019 from the HCESC in accordance with the formula set forth in Section

II.2 above, and to pay the amounts set forth in Section II.3 for training and in-service.

2. The School District shall pay the HCESC in full for the provision of the Services within forty-five (45) days of receipt of monthly invoice/bill from the HCESC. Invoices/bills will be prepared in conjunction with provisions set forth in section II. 2 above.
3. The School District agrees to provide staffing support of approximately \$35,000.00, in kind, and absorb all costs associated with one (1) experienced Assistant Coordinator. In the event that the School District no longer provides said position, the HCESC will bill the School District for the cost of additional office support.
4. The School District shall provide proof of Worker's Compensation Insurance. The School District shall furnish HCESC with a copy of the certificate of insurance prior to the rendering of the Services.
5. The School District will assign a contact person to handle coordination and communication in connection with the Services.
6. The School District shall indemnify and hold harmless the HCESC, its board members, agents, servants, officers and employees from any and all claims, liability, damages and/or expenses, including, but not limited to reasonable attorneys' fees and costs of suit, arising out of, resulting from, in connection with and/or related to the Services set forth herein, if said claims, liability, damages and/or expenses are caused by any error, omission, negligent or intentional act of the School District, agents, servants, officers and/or employees.

IV. MISCELLANEOUS

1. This Agreement may be terminated for convenience upon at least ninety (90) days written notice by either Party. All written notices affecting termination must be delivered by certified or registered mail to the Parties' addresses referenced above. The date of deposit of any

notice in a United States Post Office or Post Office Box with all postage prepaid shall be deemed the date of delivery thereof. This Agreement may be terminated for cause on 10 days notice.

2. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision which shall continue in full force and effect
3. The various rights and remedies of the Parties set forth herein are cumulative, and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.
4. This Agreement represents the entire agreement between the Parties. No additions, changes, modifications, renewals, extensions or other representations or promises shall be binding upon the Parties unless reduced to writing and signed by both Parties.
5. This Agreement is subject to any and all federal, New Jersey State and local statutes and laws, municipal ordinances and all regulations promulgated by any agency of the federal and state government.
6. This Agreement is subject to approval by the respective governing bodies of the School District and the HCESC. The respective officers, by their signatures below, represent that the Agreement has been formally approved by their respective governing body, and that they are authorized to execute same on behalf of the governing body.

SIGNATURES AND AUTHORIZATIONS APPEAR ON THE NEXT PAGE.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the date specified below.

WITNESS:

NORTH HUNTERDON-VOORHEES
REGIONAL HIGH SCHOOL DISTRICT

SUSAN PRESS
Board Secretary

Board President

Dated: _____

Dated: _____

SUSAN PRESS
Board Secretary

JEFFREY BENDER
Superintendent

Dated: _____

Dated: _____

WITNESS:

HUNTERDON COUNTY EDUCATIONAL
SERVICES COMMISSION BOARD OF
EDUCATION

CORINNE STEINMETZ
Board Secretary

CHARLES MILLER
Board President

Dated: _____

Dated: _____

CORINNE STEINMETZ
Board Secretary

MARIE B. GOREY
Superintendent

Dated: _____

Dated: _____