

NEST+m West Side Bus: September 2021 - June 2022

PLEASE FILL OUT ONE CONTRACT FOR EACH FAMILY USING PRIVATE BUS SERVICE FROM SEPTEMBER 2021 THROUGH JUNE 2022. ALL INFORMATION MUST BE FILLED IN, NO EXCEPTIONS WILL BE MADE.

PART I – Terms and Conditions:

This is an agreement between the undersigned parent(s) and **ARJ Transportation, 8048 Preston Court, Brooklyn, NY 11236, 718-759-6969** (formerly part of Superior School Bus family) for transportation of _____ [**child(ren)'s name(s)**] to and/or from the NEST+m school for the 2021-2022 academic year, subject to all the terms and conditions delineated below. Only NEST+M school students are eligible to ride this bus. This contract is effective from the date it is signed and through the last day of the 2021/2022 academic year, June 27, 2022.

- Definition of Certain terms used herein:
 - **Aggregate Payment:** total of all rider payments received by ARJ for the West Side Buses.
 - **Final Price Per Rider:** allocation of total bus costs to each rider based on their service level.
 - **Governmental Authority:** any government or political subdivision, whether federal, state, local or foreign, or any agency, department, official, court, tribunal, legislative body or instrumentality of any such government or political subdivision, or any federal, state, local or foreign court.
 - **Lockdown:** shall mean the period of time during which, and pursuant to a duly issued Order, mass gatherings are not permitted and all “nonessential” businesses and public schools in the City of New York must close for a period of 20 or more consecutive school days occurring entirely within either the first semester (defined below #18) or the second semester (defined below #18).
 - **Order:** any order, decision, judgment, ruling, injunction, assessment, award, decree or writ of any Governmental Authority or arbitrator.
 - **Price Per Bus:** price per bus for ARJ bus service for that academic year.
 - **Rider Credits:** any credit that a rider may be due (e.g., overpayment, credit for missed matron days).
1. The following is the Price Per Bus for the 2021/2022 academic year (Upper West Side Route):
 - a. Large School Bus Large School Bus with air-conditioning, max capacity: 44 Adults/66 Children = \$112,500 per bus per year (\$90,000.00 for the bus + \$22,500.00 for the matron)
 2. The Final Price per Rider will be determined by dividing the Price per Bus (including Matron Cost) and actual, third-party support costs (e.g. software) incurred and required to service the routes under contract by the number of riders, prorating accordingly for part-time ridership.
 3. Payments due by each rider will be the Final Price Per Rider Less Rider Credits (if applicable) to be applied which will be divided into 2 equal amounts (Use of credit ½ of total credit to be applied to the

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first payment and ½ to the 2nd payment) to the 2021/2022 academic year. *Payments* will be made in two installments. In brief:

- a. The first payment & signed contract is due by September 10, 2021.
- b. The second payment is due by February 15, 2022.
- c. The second payment may be adjusted such that the aggregate payment amount will equal the Total Amount due to ARJ Transportation for the 2021-2022 academic year based on final ridership, as in past years, adjustments made (either increasing or decreasing price per rider based on final ridership)

Kindly submit your payment to:

**ARJ Transportation
431 North Courtland Street
E. Stroudsburg, PA 18301**

4. The Aggregate Payment due for each bus will be the Price Per Bus less total Rider Credits (if any) to be applied for the 2021/2022 academic year.

ARJ TRANSPORTATION'S RESPONSIBILITIES

5. For the fees described above, riders have the right to be picked up in a clean, air-conditioned bus that is driven by a bus driver that meets the safety requirements established by the New York City Department of Education including, but not limited to, functioning seat belts for each seat.
6. Riders have the right to expect their bus to arrive at, or as close as possible to, their appointed pick-up and drop-off times.
7. In the event the bus driver believes that the bus will arrive at a particular stop more than 5 minutes past the appointed time, it is the matron's responsibility to contact the parent(s)/guardian(s) of the rider(s) at that stop to inform them that the bus will be late. The matron will also give his/her best effort to respond to parents' reasonable calls/texts regarding the whereabouts of the bus.
8. If, in the bus driver's judgment, it becomes apparent that the bus is running significantly late and will arrive at the school or afternoon stops late, it is the matron's responsibility to inform ARJ Transportation and it is ARJ Transportation's responsibility to inform the parent or guardian of the status of that run.
9. It is the matron's responsibility to ensure that the riders on the bus are wearing their seatbelts.
10. In the event ARJ TRANSPORTATION is aware of any circumstance that would affect the timeliness or comfort of the morning or afternoon rides, it is ARJ's responsibility to give notice to the parent coordinators as soon as reasonably possible. These circumstances include, but are not limited to, informing the parent coordinators of the absence of the regular bus driver and the matron for any given bus.
11. ARJ, in consultation with the parent coordinators, will provide a set of driver and matron

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guidelines regarding general responsibilities.

12. In the event a matron for a particular bus is absent for more than 5 rides in any 1 month or more than 15 rides during the academic year, without a replacement matron, ARJ Transportation will refund the riders of that bus a pro rata amount for the time lost.
13. If the permanent driver is absent, ARJ will enable their substitute driver to successfully to perform required driver duties which include, but is not limited to, picking up and delivering children to the destination according to the schedule in a timely manner. ARJ will provide the substitute driver with the necessary route information, navigation tools, passes and contacts.
14. All ARJ Transportation employees and subcontractors will comply with all applicable laws, including, without limit, those relating to COVID-19.

RIDERSHIP RESPONSIBILITIES

15. Upon signing this contract, you will be obligated to pay the Final Price Per Rider and such payment is due regardless of whether you utilize this transportation for the full academic year, except where stated in paragraphs 17e and 18. Payments are nonrefundable.
16. Additional costs, fees and liabilities:
 - a. Parents hereby agree to be liable for any and all damages caused to the buses by their children.
 - b. Parents are liable for a \$30 fee on returned checks.
 - c. A \$50 late fee will be applied if payment is received 15 calendar days past the due date.
 - d. In the event gasoline prices in New York City exceed \$4.50 per gallon (including all applicable taxes and fees as set forth in the NYSEDA website: <https://www.nyserda.ny.gov/Researchers-and-Policymakers/Energy-Prices/Motor-Gasoline/Weekly-Average-Motor-Gasoline-Prices>) a fuel sur charge of \$10 per bus per day (excluding weekend and holidays) will be applied.
 - e. In the event that New York City, New York State or the US Federal Government passes any law or issues any mandate (“New Social Distance Law”) which restricts or mandates hiring practices, or reduces or has the effect of reducing the maximum number of passengers on any bus used by ARJ in providing the services herein referenced and such reduction requires ARJ to add or modify buses, add or extend routes, or terminate or hire additional drivers in order to provide such services in compliance with the New Social Distance Law, the undersigned parent shall have the option of either (i) paying its pro-rata share of the additional costs and expenses of compliance (shared among those other parents who have signed this contract and elected to pay their share of additional costs and expenses); or (ii) terminating this Agreement. In the event that any parent elects to terminate this Agreement pursuant to this Paragraph 18e. for such termination to be effective, parent shall provide written notice of termination to ARJ along with a payment to ARJ in an amount equal to 25% of the portion of unpaid Final Price Per Rider applicable to the remaining academic year (calculations to be determined as set forth in Paragraph 19 below: the per diem price multiplied by the remaining school days with the product further multiplied by 0.25 (25%). If such Final Price Per Rider amount has been paid in

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full at the time of such termination, such parent shall be given a refund in an amount equal to 25% of the portion of the Final Price Per Rider applicable to the remaining academic year (i.e.: the per diem price paid multiplied by the remaining school days with the product further multiplied by 0.25 (25%). Termination refunds shall be payable by ARJ Transportation within 120 days of its receipt of such Termination notice. Notwithstanding the foregoing, in the event that ARJ is unable to comply with the New Social Distance Law, ARJ reserves the right to terminate this Agreement and provide parents with a refund in an amount equal to 100% of the portion of the Final Price Per Rider applicable to the remaining academic year (i.e.: the per diem price paid multiplied by the remaining school days).

- f. Any additional costs, fees or liabilities shall be due as follows
By February 15, 2022, if incurred during the First Semester
By July 10, 2022, if incurred during Second Semester

17. Lockdown Refund. If, during the 2021/2022 academic year, any Lockdown shall occur, then all riders who have timely and fully paid the Final Price Per Rider payment in accordance with Section 4 hereof, and all other payments, costs and fees due and owing as of the first day of a Lockdown, then such riders shall receive a refund equal to 75% of the per diem amount of the Final Price Per Rider for each school day of the Lockdown as determined in accordance with this section. For purposes of this Section and the following calculations, the 2021/2022 academic year shall be deemed to constitute 180 school days (meaning for purposes of this agreement, a school day is a day where school is originally scheduled to be open for the academic year) for the period from September 2021 through June 2022, including 90 school days for the period from September 1, 2021 through January 31, 2022 (the "first semester") and 90 school days for the period from February 1, 2022 through June 30 2022 (the "second semester"). The Final Price Per Rider actually paid for the first semester shall be divided by 90 school days to calculate the per diem price (i.e. the price per school day) for each school day of the first semester. The Final Price Per Rider actually paid for the second semester shall be divided by 90 school days to calculate the per diem price for the second semester. Such per diem price(s) shall then be multiplied by the total number of school days of a Lockdown (in ether the first or second semester or, if applicable both semesters) and the product shall then be multiplied by 0.75 (75%) to determine the amount of the Lockdown Refund. Lockdown Refunds shall be payable by ARJ Transportation within 120 days of the last day of the applicable Lockdown.

18. In the event of nonpayment, ARJ Transportation reserves the right to discontinue service and report such nonpayment for services to credit report agencies for such rider(s).

19. In the event you wish to discontinue service during the term of this contract **AND** you find a suitable replacement rider, ARJ Transportation will determine whether to release you from your obligations under this contract. The determination as to whether a replacement rider is suitable and whether to release you from this contract will be made by ARJ Transportation in its sole discretion following consultation with the route's parent coordinators.

20. The bus routes are determined with the goal of serving the overall needs of all the children on the bus and to ensure that the children arrive at school and at home, safely and in a timely manner. ARJ Transportation reserves the right to make changes to the bus route for the purpose of meeting the overall needs of the majority of riders.

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21. Once school begins in the fall, ARJ Transportation will finalize the route. Finalizing the route will be at the discretion of ARJ Transportation (based on current riders' address data and prior year stops provided by parent coordinator) and, once finalized, no new stops will be added to the route. Parents that wish to participate in busing after the route has been finalized, must make arrangements to get their child(ren) to a pre-existing stop on the route.
22. Once the rider limit on a bus is reached, no new riders will be added to that bus, unless a current rider discontinues use of the bus.
23. Any parent who wishes to change their child's specific stop or other has other route related suggestions needs to make a request to that effect to the route's parent community through route's volunteer parent coordinators. Final determination whether to make the requested change will be made by ARJ Transportation in its sole discretion.
24. Any parent of a rider attempting to change the route, their child's specific stop, or the sequence of the stops by directing their request directly to the driver will be suspended from the bus for 1 week.
25. Any parent of a rider attempting to change the route, their child's specific stop, or the sequence of the stops by attempting to bribe, threaten or otherwise coerce the driver and or matron will be expelled permanently from the bus for the remainder of the academic year.
26. School dismissal is set at 2:50pm. If a student is not present in the designated pick-up area by 2:55pm or on the bus by 3:00pm and the matron/ARJ has not been able to make contact with you, the bus will leave and you will need to make arrangements to pick up your child from the school.
27. To keep daily rides efficient and safe and ensure on-time arrivals to school, the bus must follow established timetables (which may be adjusted at ARJ Transportation sole discretion). Once at a particular stop, the bus will wait **2 additional minutes** from the designated pick-up time as stated on bus timetable and one curtesy phone call will be made to locate the rider. **After a 2 minute grace period, the bus will leave** and parent/guardian will have to make arrangements to get that rider to school that day.
28. To avoid delays and unnecessary wait, parents/guardians must inform ARJ Transportation and the bus driver/matron if your child will not be on the bus.

CODE OF CONDUCT

29. Children need to wear their seatbelts at all times.
30. Eating food on the bus may be acceptable, but your child (ren) must clean up after themselves and remove any garbage their snacks create from the bus when they leave. However, the matron, driver or ARJ may ban or restrict eating if the children are not cleaning after themselves.
31. Yelling, screaming, use of profanity and inappropriate language, playing of loud or inappropriate

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music and media, or discussions of inappropriate topics on the bus are unacceptable behaviors.

32. Dangerous behavior—including, but not limited to, fighting and throwing things—will not be tolerated under any circumstances.
33. A rider shall not intimidate, harass, or bully another rider through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.
34. Without prior written notice to which is acknowledged and accepted in writing by ARJ Transportation in its sole discretion, guests (e.g., playdates) of riders may NOT ride the bus as there needs to be a signed contract in place for each rider.
35. Failure to comply with the code of conduct (i.e. the behavior standards and requirements set forth herein or any other conduct prohibited by law) will result in a written notice to parent and ARJ Transportation reserves the right, in its sole discretion, to suspend services to the offending rider for one school day. If a rider continues to violate behavior standards and requirements following written notice to rider's parent or guardian, ARJ Transportation reserves the right, in its sole discretion, to suspend service for an extended period or discontinue service entirely to the offending rider.
36. We all understand that we are talking about children and that they will not always behave appropriately. **NEVERTHELESS, AND NOTWITHSTANDING ANY TERM OR PROVISION HEREIN TO THE CONTRARY, ARJ TRANSPORTATION RESERVES THE RIGHT UNDER APPROPRIATE CIRCUMSTANCES TO DISCONTINUE SERVICE TO ANY RIDER AND REPEATED VIOLATION OF ANY OR ALL OF THE ABOVE RULES MAY RESULT IN SUCH REFUSAL OF SERVICE.**

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PART II – ACKNOWLEDGEMENT

I, _____ (parent name), understand that, by signing this agreement, I am acknowledging that I have read and understand all the terms of this agreement. I further understand that, by signing this agreement I am entering into a contract and I am agreeing to be bound by the terms and conditions set forth herein.

I further acknowledge that, by signing this agreement, I am responsible for all of the fees under this contract, including the fee for the bus itself (which includes the cost of a matron and tolls), and that I will remain responsible for these fees for the entire school-bus year, unless I am released from this obligation by ARJ Transportation, as described above.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS IS A PRIVATE ARRANGEMENT AND NOT A CITY-RUN PROGRAM. ACCORDINGLY, I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT I DO NOT HAVE A RIGHT TO BUS SERVICE OUTSIDE OF THE RIGHTS CREATED BY THIS CONTRACT.

I understand that I am responsible for ensuring that my child complies with the letter and spirit of the Code of Conduct and that I have the right to expect that the other riders on the bus will behave likewise. The Code of Conduct will be upheld and enforced by ARJ Transportation, the driver and the matron for the overall safety and comfort of all the riders on the bus. The parents/guardians of riders who receive three or more warnings within a week's time for their child(ren)'s noncompliance with the Code of Conduct will be called and the rider's behavior will be discussed. In the event these discussions do not resolve the matter, ARJ will determine whether a temporary suspension of the rider is warranted. Although rare, suspensions may be necessary and will be imposed to ensure a pleasant, safe and reasonably calm ride for all of the riders on the bus.

I acknowledge that I understand why a suspension may be necessary and that attempts to circumvent a suspension by forcing my way onto the bus with my child or otherwise influencing or coercing the bus driver or company will result in my child's expulsion from the bus for the remainder of the year.

Finally, I acknowledge that, by signing this agreement, I am agreeing to be part of a community of NEST+m Bus parents and riders. I understand that all of our cooperation is necessary for making this private bus arrangement successful and that we all need to contribute to upholding the rules for respect and polite behavior, in order to ensure a reasonably comfortable bus experience for all of our children.

Agreed to on: _____
Date

By _____
(Signed by parent/guardian)

(Print name here)

Phone: (required) _____ E-mail: (required) _____

Print child (ren)'s name(s) here: _____

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West Side NEST+m Bus Code of Conduct (must be signed by grade 5 and up riders; parents please read)

When riding the bus, I _____ understand that I:

1. Must wear my seatbelt at all times.
2. Must clean up after myself if I eat food and remove any garbage my snacks create from the bus when I leave.
3. Must sit where the matron/driver assigns me to sit, and with any seatmate with whom the matron/driver asks me to sit.
4. Must arrive at the bus on time. If I am more than 2 minutes late, the bus will leave without me.
4. Must NOT yell, scream, use profanity and inappropriate language, or discuss inappropriate topics on the bus.
5. Must NOT engage in dangerous behavior—including, but not limited to, fighting and throwing things -- these behaviors will not be tolerated under any circumstances.

Although this is a private bus service, I am expected to be on my best public behavior. I will remember that there are young children on the bus who view me as a role model and I will conduct myself accordingly.

Failure to comply with the code of conduct will result in a written warning to parent. After 2 warnings there will be a full school day suspension from riding the bus. If inappropriate behavior persists, I understand that I am subject to suspension up to a full week, at ARJ's discretion.

If I do not comply with this code of conduct, I understand that ARJ RESERVES THE RIGHT UNDER APPROPRIATE CIRCUMSTANCES TO DISCONTINUE SERVICE TO ANY RIDER; REPEATED VIOLATION OF ANY OR ALL OF THE ABOVE RULES MAY RESULT IN SUCH REFUSAL OF SERVICE WITHOUT REFUND.

I have read and understand the code of conduct.

Signed,

Print name _____

Sign name _____

Date _____

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2021/2022 Academic Year Estimated Price per Rider

The following is the Estimated Price per Rider for the 2021/2022 academic year. The estimate represents an allocation of rider cost portion needed to cover the bus cost. The first payment in the amount of 50% of total cost, less any Rider Credits (if applicable), is due by September 10th.

Subsequent to the determination of the final ridership, a 2nd/final payment will be calculated as outlined on pages 1 and 2 (sections 1-4). The below **is an estimate** for individual annual payment amounts based on current bus price, selected rider plan and registration data as of August, 2021. You will be informed of the final amount due in advance of the 2nd/final payment due in early 2022.

RIDING PLANS:

- Round-Trip (RT): 5 days per week to NEST in the morning (AM) and home from NEST in the afternoon (PM)
- One-Way (OW): 5 days per week in one direction, either morning (AM) or afternoon (PM)
- One-Way+3 (OW+3): 5 days per week in one direction, either morning (AM) or afternoon (PM) plus 3 additional days in the other direction either morning (AM) or afternoon (PM)

Please select the level of service your child(ren) will use by writing their name in the appropriate space below next to the selected Riding Plan:

Riding Plan	Child 1	Child 2	Child 3	Child 4
<i>Round Trip (RT)</i>				
<i>One Way (OW) AM or PM</i>				
<i>One Way +3(OW+3) AM or PM</i>				
<i>1 Ride</i>				

Estimated Costs Per Rider:

Rider Plan	Estimated Annual	Payment 1 (50% of Estimated Annual)	Estimated Payment 2*
<i>Round Trip</i>	\$ 4,700	\$ 2,350	\$ 2,350
<i>One Way + 3</i>	\$ 4,230	\$ 2,115	\$ 2,115
<i>One Way</i>	\$ 2,820	\$ 1,410	\$ 1,410
<i>1 Ride</i>	\$ 500	\$ 500	-

*Estimated pricing will be updated for final ridership prior to the 2nd payment due date.