

STATE OF TEXAS

COUNTY OF DALLAS

**INTERLOCAL AGREEMENT TO PROVIDE
STUDENT TRANSPORTATION SERVICES
BETWEEN
DALLAS COUNTY SCHOOLS
AND
ACADEMY FOR ACADEMIC EXCELLENCE**

WHEREAS, Dallas County Schools (“DCS”) and the Dallas County Academy for Academic Excellence (the “Academy”) are governmental entities of the State of Texas; and

WHEREAS, DCS has agreed to provide student transportation services (the “Services”) to the Academy for those students attending the Academy’s Substance Abuse Unit (“SAU”) located at 414 South R.L. Thornton, Dallas, Texas 75203.

NOW THEREFORE, DCS and the Academy enter into this Interlocal Agreement to Provide Student Transportation Services (the “Agreement”) pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for provision of student transportation services by DCS to the Academy for the mutual consideration as stated herein:

1. TERM

This Agreement is effective August 1, 2016 for a one (1) year period through July 31, 2017 (the “Initial Term”), unless written notice of earlier termination is given by either party to the other in accordance with the terms of this Agreement. Prior to the expiration of the Initial Term, either party may notify the other in writing of its intent to renew this Agreement or renegotiate its terms. Each renewal is to be executed in the form of an amendment to the Agreement extending the Agreement period. A renewal may not cover more than one (1) year, and the total period of this Agreement, including the Initial Term and all renewals, may not exceed a maximum combined period of six (6) years.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. DCS represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services under this Agreement; subject to the provisions in Section 3. No officer and/or member of the governing body of the Academy and/or DCS shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

3. SCOPE OF WORK/RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCS. DCS agrees to:

- 1) Provide the necessary school buses to provide the Services in accordance with the rules and guidelines set forth by the Texas Education Agency.

- 2) Provide the Services to the Academy, and other transportation services as requested by authorized staff within the Academy, including but not limited to extracurricular trips, at the rate provided for in Attachment A.
- 3) Provide staff to perform the function of a bus monitor, if requested by the Academy, upon ten (10) days advance written notice to DCS, at the rate provided for in Attachment A.
- 4) Invoice the Academy each month in accordance with the terms of this Agreement.
- 5) Assume sole responsibility for employing, assigning, managing, dismissing and disciplining drivers, monitors and all other transportation employees. DCS shall perform necessary criminal record background inquiries on its employees, as well as Department of Transportation drug and alcohol testing as required by law.
- 6) Promptly investigate any complaint or allegation made by any source, reported to DCS, related to performance of the Services under this Agreement and take any appropriate action.
- 7) Notify the Academy in the event of a motor vehicle accident or other serious bus incident. DCS's Public Information Office shall serve as the primary media relations contact on all issues related to transportation, but the Academy shall have the right to issue its own press releases or official communications on any transportation matter related to its students, upon notice to DCS.
- 8) Handle discipline for student conduct in accordance with the Academy's Student Code of Conduct and DCS Policy Chapter 17. A copy of DCS Policy Chapter 17, which includes DCS's Bus Rider Code of Conduct, is attached hereto as Attachment B. DCS shall immediately report students violating the DCS Bus Rider Code of Conduct to the appropriate Academy administrative staff, using a DCS School Bus Incident Report, and the Academy shall provide DCS with written acknowledgement of the Incident Report and any disciplinary action administered.

B. RESPONSIBILITIES OF THE ACADEMY. THE ACADEMY agrees to:

- 1) Pay DCS all undisputed amounts as provided herein within thirty (30) days of the receipt of any invoice. Should the Academy dispute all or a portion of an invoice, the Academy shall notify DCS in writing of any disputed amount within twenty (20) days of the Academy's receipt of that invoice.
- 2) Provide DCS with all information necessary for developing routes, including but not limited to students' names, addresses, ID numbers, schools, bell schedules, and program types. The Academy shall also provide DCS with information related to any special needs of students, including but not limited to relevant ARD information related to transportation of the student(s).
- 3) Immediately refer any complaint or allegation, from any source, regarding a DCS transportation employee or transportation services, directly to the DCS Director of Transportation in writing and at (214) 944-4524 (or such other telephone number as may be provided to the Academy in writing).

- 4) Upon notification by DCS of a motor vehicle accident or other bus incident involving students, be responsible for notifying the relevant parents/guardians of their student's involvement and provide an open communication line for that purpose.
- 5) Immediately refer all requests from the media or public for information/comments related to transportation to the Public Information Office of DCS in writing and at (214) 944-4502 for handling, as appropriate.
- 6) Provide copies of the Academy's Student Code of Conduct and the DCS Bus Rider Code of Conduct to the Academy's students each school year. The Academy shall reinforce transportation rules, expected bus conduct and consequences to students at the beginning of each school semester.
- 7) The Academy shall provide DCS with reasonable support with student and parent issues, including but not limited to providing assistance from the Academy's police and/or security department and/or funding for bus monitors as needed to resolve issues with violence, fights, or other unsafe or emergency situations.

4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending ninety (90) days prior written notice to the other party. DCS shall have the right to terminate the Agreement for cause should the Academy fail to make payment of any undisputed amount required under the Agreement, if DCS has sent written notice of any such failure to make payment to the Academy and given the Academy thirty (30) days from the date the Academy receives such notice to cure the failure to make payment of any undisputed amount.

5. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below (or at such other address as may be provided in writing to the party giving notice). Such notice, demand or request shall be deemed to have been given upon actual receipt.

THE ACADEMY:

Judge Cheryl Shannon, President
 Dallas County Juvenile Justice Charter School
 Henry Wade Juvenile Justice Center
 2600 Lone Star Drive
 Dallas, TX 75212

DCS:

Rick D. Sorrells, Ed.D.
 Superintendent
 Dallas County Schools
 5151 Samuell Boulevard
 Dallas, TX 75228

6. LIABILITY

It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other for any negligent act or omission. These provisions are solely for the

benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law or of any immunity to which the party is entitled.

7. CHOICE OF LAWS AND VENUE

In providing services under the Agreement, DCS must observe and comply with all applicable federal, state and local statutes, ordinances, rules, and regulations. DCS must also observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials necessary to provide services under the Agreement. The Agreement shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

8. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

9. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

10. ENTIRE AGREEMENT

This Agreement, including all Attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

11. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

12. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

13. ASSIGNMENT

DCS will not transfer or assign its interest in this Agreement without the prior written consent of the Academy. DCS understands that in the event that all or substantially all of DCS's assets are acquired by another entity, DCS is still obligated to fulfill the terms and conditions of this Agreement.

14. CONTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to DCS's and the Academy's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Agreement.

16. PREVENTION OF FRAUD AND ABUSE

The parties shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or abuse involving DCS's or the Academy's employees or agents that involve funds or activities under this Agreement shall be reported immediately by the party that becomes aware of the incident to the appropriate governing body for appropriate action.

17. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. Neither party shall have a right of action against the other party in the event one party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of its fiscal year; however, the Academy shall be required to pay DCS for services already received at the time it gives notice. In the event that either party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

18. CONFIDENTIALITY AND RECORDS

- A.** Both parties shall safeguard and adhere to all confidentiality, privacy, and security requirements according to the applicable federal, state, and local rules and regulations for the privacy and security of all information accessed in connection with this Agreement.
- B.** All records created under this Agreement shall belong to DCS or the Academy, as the case may be.
- C. STUDENT CONFIDENTIALITY.** Each party acknowledges that the parties have a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). The parties are receiving student information in compliance with the requirements and exceptions outlined in FERPA. Each party acknowledges that it must comply with said law and regulations and safeguard student information. Except as allowed by law, a party may not re-disclose the information to a third party without prior written consent from the parent or eligible student. Subject to any applicable records retention laws, each party must destroy any student information received from the other party when no longer needed for the purposes listed in the Agreement.

19. PROMPT PAYMENT ACT

DCS agrees that a temporary delay in making payments due to the Academy's accounting disbursement procedures shall not place them in default of this Agreement and shall not render the Academy liable for interest or penalties, provided such delay shall not exceed thirty (30) days after receipt of the invoice. Any payment not made within thirty (30) days after receipt of the invoice shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

20. FORCE MAJEURE

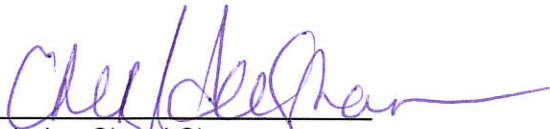
Neither the Academy nor DCS shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, government regulation, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the party is not responsible or circumstance beyond its control, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

21. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of each party, or representing themselves as signing and executing this Agreement on behalf of each party, do hereby warrant and guarantee that he, she or they have been duly authorized by that party to execute this Agreement on behalf of that party and to validly and legally bind that party to all terms, performances and provisions herein set forth.

IN WITNESS WHEREOF, the undersigned parties have entered into this Interlocal Agreement to Provide Student Transportation Services Between Dallas County Schools and Academy for Academic Excellence effective as of August 1, 2016.

ACADEMY FOR ACADEMIC EXCELLENCE:



BY: Judge Cheryl Shannon
President

DALLAS COUNTY SCHOOLS:



BY: Rick D. Sorrells, Ed.D.
Superintendent

ATTACHMENT A

2016 – 2017 RATES*

- STUDENT TRANSPORTATION SERVICES - \$206.60 for the first 3 hours and \$35.42 per each additional hour.
- MONITOR SERVICES - \$15.00 per hour.

* Rates are subject to change annually.

ATTACHMENT B

DCS POLICY CHAPTER 17 – STUDENTS
(Attached)