

STATE OF TEXAS

COUNTY OF DALLAS

**STUDENT TRANSPORTATION
INTERGOVERNMENTAL AGREEMENT**

Between

DALLAS COUNTY SCHOOLS

and

COPPELL INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT is entered into on this _____ day of _____, 2004, between Coppel Independent School District (CISD) and DALLAS COUNTY SCHOOLS (DCS) for the purpose of transporting CISD students. The consideration of each party is hereinafter expressed.

I.

The primary purpose of this Agreement is to arrange for transportation services for students in the CISD .

II.

CISD and DCS agree to operate the student transportation program in compliance with the law as established by the State of Texas and/or the United States and interpretations and/or regulations issued by Federal or State Agencies.

III.

This Agreement may be terminated upon written notice by one party to the other party. Such notice shall be given by the terminating party to the other party no later than February 1st before the school year in which the party wishes to terminate the Agreement. This Agreement may be amended or terminated at any time by mutual consent of the parties.

In the event the Agreement is not terminated as provided above, the Agreement shall be automatically continued for the next school year.

IV.

CISD is responsible for furnishing DCS all student names, residences, age, school attended and grade level by August 1st of each school year. CISD will coordinate with DCS in the development of pickup points throughout the school year. DCS acknowledges that the student information it receives is confidential and may be specially protected by state and federal law. DCS agrees that it shall use student information for the sole purpose of student eligibility for transportation services and shall not release the information to any third party except as required by law.

Prior to the beginning of each school year, DCS will provide: (1) the pick up points of each route, (2) and route information for distribution by CISD to each school campus.

V.

DCS will transport students for other activities only with the prior approval of CISD. DCS agrees to provide transportation as requested by CISD for, but not limited to, seminars, field trips, after school activities (afternoon and evening), athletic trips, band trips and other activities at a cost determined annually by DCS. This cost will then be billed to CISD separately and CISD shall make payment within thirty days of that billing.

VI.

The following services will be provided by DCS to CISD at the indicated costs to CISD :

A. BUS REPLACEMENT SCHEDULE AND COSTS:

1. DCS will determine annually the replacement of all buses based on age, growth, and operating condition of bus fleet. Seventy-one (71) passenger and larger buses will be replaced on a fifteen (15) year cycle. Mini buses will be replaced on an eleven (11) year cycle.
2. DCS will provide annually the bus purchase requirements for each school year.
3. DCS and CISD will share equally the cost of new buses that DCS deems necessary in providing safe student transportation services.
4. In the event Dallas County Schools ceases to exist and a transportation system for school children using the existing equipment and facilities not be operated, the Coppell Independent School District will received a fair and equitable share of the transportation system's assets in relation to the equity granted other independent school districts in Dallas County. Vehicles purchased jointly shall be divided according to the percent paid by each entity at the time of purchase applied to the value of the vehicle at the time of termination. Both parties will keep records specifically identifying those vehicles.

B. OPERATIONAL COSTS:

1. Operational cost is equal to the estimated total expenses (excluding bus purchases), less state revenue and DCS contribution.
2. DCS local contribution will be allocated on a per mile basis.
3. An estimated operational cost will be provided to CISD annually for the following school year. CISD will be assessed and shall pay these operational costs in ten (10) equal installments to DCS. See Exhibit A.
4. In August of each year, adjustments to the operational cost for any significant variation in expenditures and/or state revenue for that year will be determined and reconciled.

C. EXTRACURRICULAR AND OTHER TRANSPORTATION SERVICES:

Programs not eligible for state reimbursement shall be paid for by CISD at a pre-determined cost determined by DCS as set forth in this agreement in Exhibit B.

D. MONITORS:

DCS will provide bus monitors as requested by CISD. The cost of such monitors will be paid by CISD at an hourly rate stated and agreed upon by the submission of the budget determined by DCS as set forth in this agreement in Exhibit B.

VII.

DCS will have the sole responsibility for employing, assigning, and dismissing all drivers and monitors. CISD will refer all questions or allegations regarding a drivers and monitors competency to DCS for investigation and action. Any and all complaints regarding drivers, monitors, equipment, or operation of the program by DCS will be conveyed to CISD Assistant Superintendent of Business and Support Services Such CISD director will advise DCS of such complaints. DCS will address such complaints and advise CISD of action taken.

SIGNED AND EXECUTED this _____ day of _____, 2004.

Attest:

President, Board of Trustee, CISD

Attest:

Superintendent, Dallas County Schools



TRIPS & MONITOR CHARGES
for the
2004-2005 SCHOOL YEAR

Effective August 15, 2004

\$50.00 Minimum for the First 2 Hours
(Time Begins and Ends at the Service Center)

\$25.00 For Each Additional Hour After The First 2 Hours

\$50.00 Charge For Trips Cancelled At The School The Day of Departure.

\$25.00 Charge For Cancellations With Less Than 24 Hours Notice*

(*If a trip is cancelled before the bus departs the Service Center,
weather related cancellations may not be charged)

Monitors:

\$15.00 Per Hour (As Services Rendered)