



## ALEDO ISD BOARD MEETING TEMPLATE

**MEETING DATE:** February 15, 2016

**AGENDA ITEM:** Consider Approval of Dallas County Schools Contract

**PRESENTER:** Earl Husfeld

**ALIGNS TO BOARD GOAL(S):** Financial/Facilities – The District shall exhibit excellence in financial and facility planning, management, and stewardship.

### **BACKGROUND INFORMATION:**

- Since August 2008, the District has contracted with Dallas County Schools/Texserve (DCS) to provide student transportation services and operate the technology and information systems department.
- During 2012, Dallas County Schools began doing business by the name of Texserve outside of Dallas County.
- These interlocal agreements with DCS are set for renewal/extension.

### **ADMINISTRATIVE CONSIDERATIONS:**

- Over the course of the past several months, District staff have been reviewing and analyzing the services being provided by DCS, as well as the cost of providing those services.
- This review of DCS operations in the District is not to infer dissatisfaction with them. Overall, the level of service provided by DCS has been very good.
- As the District has changed much since August 2008, this review was to ensure the original reasons for contracting with DCS are still valid today.
- Based on this analysis, the Administration recommends renewal/extension of the interlocal agreement with DCS to provide student transportation services for the District. A draft copy of the Interlocal Agreement to Provide Student Transportation Services Between Texserve and Aledo Independent School District is following for your review and consideration.
- With the growth of the District and on-going implementation of the technology components of the 2015 Bond Program, the Administration recommends the District not renew the interlocal agreement for DCS to operate the technology and information systems department. It is recommended the District transition this department back under the umbrella of the District effective July 1, 2016.

### **FISCAL NOTE:**

No additional cost to the District above currently budgeted amounts.

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the Interlocal Agreement to Provide Student Transportation Services Between Texserve and Aledo Independent School District and transition the Technology Department back to the Aledo ISD effective July 1, 2016 as presented.

**INTERLOCAL AGREEMENT TO PROVIDE  
STUDENT TRANSPORTATION SERVICES  
BETWEEN  
TEXSERVE  
AND  
ALEDO INDEPENDENT SCHOOL DISTRICT**

**WHEREAS**, Dallas County Schools d/b/a Texserve (“Texserve”) and Aledo Independent School District (the “District”) are political subdivisions of the State of Texas; and

**WHEREAS**, Texserve has agreed to provide transportation services for the students of the District; and

**WHEREAS**, the students referenced are students enrolled and attending various campuses throughout the District.

**NOW THEREFORE**, Texserve and the District 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 Texserve for the District for the mutual consideration as stated herein:

**1. TERM.**

This Agreement is effective August 1, 2015 for a three (3) year period through July 31, 2018 (“Initial Term”). After the Initial Term, the Agreement shall automatically renew for additional three (3) year terms, unless written notice of termination is given by either party to the other in accordance with the terms of the Agreement.

**2. RELATIONSHIP OF THE PARTIES.**

Each party is acting independently; neither is an agent, servant, or employee of the other; and the parties are not engaged in a joint enterprise. Texserve represents that it has, or will secure at its own expense, all personnel and consultants required to perform the Services under this Agreement, subject to the provisions in Section 3. No officer and/or member of the governing body of the District and/or Texserve 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 TEXSERVE.**

- 1) Transport students from locations proposed by Texserve and agreed to by the District to the various campuses located throughout the District, along paths herein referred to as the Route(s), in accordance with rules and guidelines set forth by the Texas Education Agency. For this service, the District will be charged the Annual Operations Costs associated with providing pupil eligible route transportation service solely to the District for the regular school year and summer school. These costs will be determined annually as specified in Attachment C to this Agreement, and will be invoiced in ten (10) equal monthly amounts. A fuel surcharge will be assessed on a monthly invoicing basis for all fuel purchased with a net per-gallon price greater than \$3.50.
- 2) Maintain the confidentiality of any student information provided by the District, including but not limited to name, address, attending campus, phone number, parent information, and special needs resulting from an Admissions, Referral and Dismissal (ARD) committee. Texserve shall not release any student information, including video tape recordings, to any party other than approved District administration and authorized law enforcement agencies. See section 3.A.5.
- 3) Provide staff to perform the function of Bus Monitor for any Route, if required, within one week of being notified. All Routes serving non-ambulatory students shall be staffed with a Bus Monitor. Bus Monitors required for ambulatory special needs routes shall be determined by the District's Special Education Department upon receiving a request from Texserve or ARD committee serving a student.
- 4) Assume sole responsibility for employing, assigning, managing, dismissing, and disciplining drivers, monitors, and all other transportation employees. Texserve shall perform necessary criminal record background inquiries on its employees, including compliance with fingerprinting requirements, as well as drug and alcohol testing as required by law.
- 5) Investigate immediately any complaint or allegation made by any source regarding Texserve's performance of this Agreement, and take appropriate action. Texserve will notify the District Superintendent's designee of the results of any investigation and any action taken within 5 days of the conclusion of the investigation or the decision regarding any action to be taken, whichever occurs first. Subject to federal regulations, authorized District staff shall be entitled at any time to receive a copy of any video tape made by Texserve, provided, however, that the District shall acknowledge receipt of any copy received from Texserve, and provided further that the

original of all video tapes or DVR files copied by Texserve shall be maintained by Texserve for a period not less than three (3) years. Texserve shall refrain from sharing any video information with parents, students, or the public other than authorized law enforcement agencies or as otherwise provided by law. Texserve's Public Information Office shall serve as the primary media relations contact on all issues related to transportation, but the District shall have the right to issue its own press releases or official communications on any transportation matter. Texserve shall immediately inform the District's Office of Communications of all media requests for information or comments related to the performance of this Agreement.

- 6) Notify the District Superintendent's designee immediately in the event of a motor vehicle accident or other bus incident. Monthly MVA reports shall be submitted to the District Superintendent's designee. Upon request, information regarding any accident or incident shall be made available to authorized District administrative staff.
- 7) When appropriate, suspend students violating the Texserve Student Code of Conduct from bus riding privileges. (See Attachment A). Texserve staff will utilize the "School Bus Incident Report" to report to district personnel any violators and reason for action taken.
- 8) Upon notification by Texserve of a motor vehicle accident or other bus incident involving students, Texserve Director of Transportation will notify the parents of their student's involvement and provide an open communication line for that purpose.
- 9) Conduct a meeting, not later than April 1 of each year, with the District Superintendent's designee to present and discuss the transportation costs anticipated for the subsequent school year.
- 10) Provide other transportation services as requested by authorized staff of the District. These services shall include, but are not limited to, extracurricular field trips. These services will be provided at rates agreed upon between Texserve and the District. For the first year of the Initial Term, the rates will be set forth in Attachment B to this Agreement. Thereafter, Texserve and the District will attempt to agree on rates, which will be adjusted no more frequently than annually.
- 11) File all transportation reports, as required, with the Texas Education Agency.
- 12) Refund any TEA reimbursement to the District upon receipt.
- 13) Maintain the district's maintenance and other 'white fleet' equipment as required.

## **B. RESPONSIBILITIES OF THE DISTRICT.**

- 1) Subject to the provisions of the Texas Public Information Act and federal law, including the Family Educational Rights and Privacy Act (“FERPA”), provide all information necessary for developing Routes, including but not limited to students’ names, ID numbers, home addresses, attending campuses, bell schedules, and program types. The District shall provide limited student information related to transportation services classified under the applicable program types for purposes of submitting required information to TEA including but not limited to relevant special needs (ARD) information necessary to schedule and route non-ambulatory and ambulatory special needs students.
- 2) Pay Texserve all undisputed amounts due under this Agreement, within thirty days of the receipt of any invoice. The District shall not be required to pay any disputed amount pending resolution of the dispute, if the District has notified Texserve of the disputed amount within fifteen days of the District’s receipt of the applicable invoice or request for reimbursement.
- 3) The District shall pay Texserve for extracurricular, summer school, and special transportation services according to the price schedule in Attachment B of this Agreement. After the first year of the Initial Term of this Agreement, Texserve may adjust the rates no more frequently than annually.
- 4) The District shall enter new extracurricular trip requests in the Texserve Trips System at least seventy-two (72) hours prior to the date and time of departure.
- 5) Immediately refer, in writing, any complaint or allegation, from any source, regarding a Texserve transportation employee, directly to the Texserve Executive Director of Transportation at (214) 944-4524 (or such other telephone number as may be provided to the District in writing).
- 6) Refer all requests from the media for information/comments related to transportation to the Public Information Office of Texserve at (214) 944-4520 (or such other telephone number as may be provided to the District in writing) for handling, as appropriate.
- 7) Provide all students riding on Texserve buses with the Texserve Student Code of Conduct (See attachment A).
- 8) Upon official notification from the Texas Education Agency resulting from an

audit of the School Transportation Route Services Report, the District shall reimburse Texserve any discrepancies from the audit report.

- 9) Complete each Texserve School Bus Incident Report as submitted and return promptly to appropriate Texserve personnel.

#### **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. Texserve shall have the right to terminate this Agreement for cause should the District fail to make payment of any undisputed amount required under this Agreement, if Texserve has sent written notice of any such failure to make payment to the District and given the District thirty (30) days from the date the District 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 when received.

**Dallas County Schools  
Rick D. Sorrells, Ed. D.  
Superintendent  
612 North Zang Boulevard  
Dallas, Texas 75208**

**Aledo Independent School District  
Dr. Derek Citty  
Superintendent  
1008 Bailey Ranch Rd.  
Aledo, TX 76008**

#### **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 LAW AND VENUE.**

In providing services by this Agreement, Texserve must observe and comply with all applicable federal, state and local statutes, ordinances, rules, and regulations. Texserve 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 this Agreement. This 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, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement that 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 prior or contemporaneous 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.**

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

and conditions of this Agreement.

#### **14. COUNTERPARTS, 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 Texserve' s and the District's governmental immunity, including but not limited to 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 has 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 Texserve' s or the District'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 Texserve or District's Board of Trustees for appropriate action.

#### **17. FISCAL FUNDING CLAUSE.**

Notwithstanding any provision contained herein to the contrary, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. The parties shall make any payments required under this Agreement from current revenue available to the parties. Neither Texserve nor the District 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 to pay for its obligations hereunder from any source utilized to fund this Agreement or from failure of a party to budget or authorize for this Agreement during the current or any future fiscal year. In the event 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 otherwise terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of the fiscal year; provided, however, the terminating party shall be required to pay any expenses already incurred pursuant to this Agreement as of the time the terminating party provides such notice. In the event that a 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 Texserve or the District, 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.**

Texserve agrees that a temporary delay in making payments due to District accounting disbursement procedures shall not place the District in default of this Agreement and shall not render the District 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 District nor Texserve 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, storm, invasion, insurrection, accident, order of court, judge or civil authority, government regulation, 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 which arises from a 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 persons signing and executing this Agreement on behalf of Texserve and the District, or representing themselves as signing and executing this Agreement on behalf of Texserve and the District, do hereby warrant and guarantee that they have been duly authorized by the party on behalf of which they sign to execute this Agreement on behalf of such party and to validly and legally bind such 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 Aledo Independent School District effective as of August 1, 2015.

**TEXSERVE**

**ALEDO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Larry Duncan  
President of Board of Trustees

By: \_\_\_\_\_  
Jay Stringer  
President of Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RECOMMENDED:**

**ATTEST:**

By: \_\_\_\_\_  
Rick D. Sorrells, Ed. D.  
Superintendent of DCS d/b/a Texserve

By: \_\_\_\_\_  
Steve Bartley  
Secretary, Board of Trustees

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
DCS Attorney

By: \_\_\_\_\_  
Aledo ISD Attorney

**ATTACHMENT A**  
**DCS POLICY CHAPTER 17**

DRAFT

**ATTACHMENT B**



**Dallas County  
Schools**

Strengthening Education Through Service

**TRIPS CHARGES\*\*  
for the  
2015-2016 SCHOOL YEAR**

Effective September 1, 2014

**\$80.00** Minimum for the First 2 Hours  
(Time Begins and Ends at the Service Center)

**\$40.00** For Each Additional Hour After The First 2 Hours

**CHARGES ARE ON A PER BUS BASIS\*\***

Cancellations:

\$80.00 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 when the bus is in route to the pickup, the cancellation charge may be assessed. If a trip is cancelled before the bus departs the Service Center, weather related cancellations may not be charged.

Monitors:

In the event a monitor is requested to assist on a trip or route, the cost related to this expense is \$15.00 per hour, or at the current rate for that particular school year. This charge is billed separately with the monitor invoices.

Summer School:

Rate will be communicated by DCS to the District prior to summer program start.