

Cedar Hill Independent School District
BOARD OF TRUSTEES

Meeting Date: August 13, 2012

Presented by: Mr. Horace Williams, Superintendent of Schools

Subject: Consider Approval of the Interlocal Agreement for Student Transportation Between CHISD and Dallas County Schools

Action Item

Board Goal:

This agenda item is not directly responsive to a specific Board goal. However, it is entirely consistent with the implicit goal/expectation that CHISD will provide quality ancillary services that become part and parcel of a world class educational system.

Background Information

Dallas County Schools has provided bus transportation for CHISD students for over 37 years. The last renewal of the three year Interlocal Agreement between the two agencies was approved in June, 2009. The attached agreement includes appropriate edits for date and financial data changes.

The Agreement was drafted under the supervision of the law firm of Strasburger and Price, L.L.P.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement with Dallas County Schools as presented. The Agreement is attached herewith in its entirety.

BOARD ACTION REQUIRED:

Motion to approve the Interlocal Agreement for Student Transportation as presented.

POLICY AUTHORIZATION:

GR (LEGAL) – Relations with Governmental Entities

CONTACT PERSON(S):

L. Kim Lewis, Chief Operating Officer
Michael McSwain, Chief Financial Officer

FUNDING SOURCE:

General Fund, Function 34
Budgeted for 2012-13: \$1,000,000
Preliminary DCS Expense Estimate: \$800,000

ENCLOSURES:

· Copy of Interlocal Agreement

**INTERLOCAL AGREEMENT TO PROVIDE
STUDENT TRANSPORTATION SERVICES
BETWEEN
DALLAS COUNTY SCHOOLS
AND
CEDAR HILL INDEPENDENT SCHOOL DISTRICT**

WHEREAS, Dallas County Schools (“DCS”) and Cedar Hill Independent School District (the “District”) are political subdivisions of the State of Texas; and

WHEREAS, DCS 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, DCS 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 DCS for the District for the mutual consideration as stated herein:

1. TERM.

This Agreement is effective August 1, 2012 for a three (3) year period through July 31, 2015, 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 desire to renew this Agreement or renegotiate its terms. Any renewal requires execution of a mutually acceptable amendment to the Agreement. A renewal term may not cover more than three (3) years, and the total period of this Agreement, including the Initial Term and any renewals, may not exceed a maximum combined period of six (6) years.

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. DCS 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 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.

1) ROUTES.

- a. DCS shall transport students from locations proposed by the District and agreed to by DCS to the various campuses located throughout the District, the path of such transportation being herein referred to as the "Route(s)."
- b. Bus stops shall be determined by the District and provided to DCS no later than forty-five (45) calendar days prior to the start of school. Subject to timely receipt of the stops from the District, DCS shall then structure the Routes from those stops.
- c. Regular Education routes requested after the start of school will be implemented within five (5) days of receipt of all necessary information from the District. Special Education Routes will be implemented within three (3) business day of receipt of all necessary information.

2) BUSES.

- a. DCS shall provide the necessary school buses to provide the transportation services under this Agreement, in accordance with the rules and guidelines set forth by the Texas Education Agency ("TEA"). The availability of school buses is dependent upon funding and authorization of the District to match the number of purchases made by DCS.
- b. Prior to the end of each school year, the District shall provide DCS with written notice of new programs and changes to existing programs so that an assessment of additional equipment needs can be included in the bus purchase recommendation for the next school year. DCS shall then submit a report recommending bus purchases and disposals for the subsequent school year. The District shall have the right to review the recommendation and the District shall be required to give its written consent to said recommendation within a reasonable time, such consent not to be unreasonably withheld. All bus purchases shall be made by DCS on the following basis: the cost of one half of the total number of buses required for service to the District, determined annually, shall be paid by DCS from the transportation allocation apportioned to the District and the cost of the other half of those buses shall be paid by the District.
- c. DCS shall provide by September 15th of each school year a bus inventory list detailing the original cost and source of funds used by DCS to purchase each bus utilized in providing transportation services under this Agreement. Upon termination of this Agreement, all assets and titles of buses purchased using District funds shall be transferred to the District. Any funds received by DCS for

the sale or disposal of any bus purchased using District funds shall be disbursed to the District within thirty (30) days of the sale or disposal of the bus.

3) PERSONNEL.

- a. DCS shall assume sole responsibility for employing, assigning, managing, dismissing, and disciplining drivers, monitors and all other transportation employees. DCS shall perform necessary criminal record background checks on its employees, as well as
- b. Department of Transportation drug and alcohol testing as required by law. The District reserves the right to request reassignment of transportation employees serving the District, with final assignment to be approved by DCS.
- c. DCS shall provide staff to perform the function of a bus monitor on a Route, if requested by the District, upon forty-eight (48) hours advance notice. In certain situations agreed to in writing in advance by both parties, a District employee may perform the function of a bus monitor for a Special Education Route. All non-ambulatory bus Routes shall consist of one (1) bus monitor each. Bus monitors required for ambulatory Special Education Routes shall be determined by the District's Special Education Department upon receiving a request from DCS and/or authorized District personnel serving a student. The District's Special Education Department will grant final approval for bus monitors after review of the request(s), with authorization of such requests not to be unreasonably withheld. When a request for a monitor has been denied and DCS has determined it cannot otherwise provide safe transportation to the student or other students, both parties shall work together to resolve the situation and identify alternative transportation arrangements. If a solution cannot be found, DCS reserves the right to refuse transportation of such student. The cost of a bus monitor shall be determined annually by DCS, with the cost for the first year of the Initial Term set forth in Attachment A hereto. DCS shall have the right to a reasonable increase at the beginning of each school year during the Initial Term or any renewal term.

4) STUDENTS.

- a. To the extent required by law, DCS shall 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 information resulting from Admissions, Referral and Dismissal ("ARD") committees and/or any other source. Except to the extent required by law, DCS shall not release any student information, including video tape recordings, to any party other than approved District administration and authorized law enforcement.
- b. Discipline for student conduct shall be handled in accordance with the District's Student Code of Conduct and DCS Policy Chapter 17. A copy of DCS Policy Chapter 17, which includes DCS' Bus Rider Code of Conduct, is attached hereto

as Attachment B. Copies of the District's Student Code of Conduct and the DCS Bus Rider Code of Conduct shall be provided to District students by the District each school year. The District shall reinforce transportation rules, expected bus conduct and consequences to students at the beginning of each school semester. Student conduct that interferes with the safe operation of a school bus may result in the issuance of a ticket to the student and/or the student's parent by a law enforcement official. DCS shall immediately report students violating the DCS Bus Rider Code of Conduct to the appropriate District administrative staff, using a DCS School Bus Incident Report, and the District shall provide DCS with written acknowledgement of the Incident Report and any disciplinary action administered. Except in extenuating circumstances, DCS shall not deny, restrain, or otherwise restrict a student from riding on a school bus unless approved by District administration and/or as prescribed by a special needs student's I.E.P. Extenuating circumstances shall be handled in accordance with DCS Policy Chapter 17 to the extent it does not conflict with this Agreement.

5) MEETINGS AND NOTIFICATIONS.

- a. DCS shall conduct a meeting not later than April of each year with the District's designee to present and discuss the estimated and operational expenses and proposed budget associated with providing transportation services solely to the District for the subsequent school year. These estimated expenses and the proposed budget shall be determined annually and shall include the estimated actual costs of operations, estimated costs of overhead, and estimated general and administrative expenses. The proposed budget shall include revenue from the TEA and the DCS tax allocation. The tax allocations are determined annually by the DCS Board of Trustees. The DCS contribution for the District will be allocated on a per mile basis.
- b. DCS shall promptly investigate any complaint or allegation made by any source while in the performance of this Agreement, and take appropriate action to prevent further complaints or allegations. DCS shall promptly notify the District of the results of any investigation and any action taken in connection with a serious bus incident after the conclusion of the investigation or the decision regarding any action to be taken. Upon reasonable notice to DCS, authorized District staff shall be entitled to receive a copy of any school bus video related to District transportation made by DCS. The District shall acknowledge in writing receipt of any copy received from DCS. Video originals shall be maintained by DCS in accordance with applicable record retention requirements. DCS shall refrain from sharing any video information with parents, students, or the public other than authorized school officials and law enforcement or as otherwise provided by law. DCS' 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. The District shall immediately refer all media requests for

information/comments related to transportation to DCS' Public Information Office for handling as DCS may determine.

- c. DCS shall promptly notify the District in the event of a motor vehicle accident or other serious bus incident. DCS shall provide a monthly report of all accidents to the District. Information regarding any accident shall be made available to authorized District administrative staff upon request.

6) INVOICES AND FUNDING.

- a. DCS shall invoice the District each month, September through June, for the total budgeted net operating expenses evenly spread over ten (10) months.
- b. A separate invoice will be submitted to the District on a monthly basis for bus monitors at the agreed hourly rate for the duration of the Route on which the monitoring services are rendered.
- c. A separate invoice will be submitted to the District once each month for additional transportation services relating to extracurricular activities, special programs, summer school, and special events as directed by approved District staff. DCS shall communicate the summer school rates to the District prior to each summer school period.
- d. DCS' funding formula to calculate the District's yearly operational cost for Route transportation services requires the calculation of the following components:
 - i. The District's annual operations expense is made up of all operational expenses associated with providing transportation service solely to the District. These expenses are determined annually as specified herein.
 - ii. DCS' local estimated tax contribution is determined by the DCS Board of Trustees for the DCS transportation programs on a yearly basis. DCS' contribution of taxes to the District program will be allocated on a per mile basis.
 - iii. The District's total yearly operational cost for Route transportation services is calculated as follows:
 - 1. Total operations expenses for the District less DCS' tax contribution attributed to the District program and TEA transportation reimbursement funds. Any remaining balance is the total cost that the District owes DCS for Route transportation services that year.
 - 2. The TEA Transportation Reimbursement Funds is the amount reimbursed by TEA for transportation provided to District students.

- e. For each year of this Agreement, DCS will adjust the operational cost from estimates to actual within thirty (30) days based upon the DCS Board approved financial audit for that year. This adjustment will result in a credit to or from the District for the final adjusted actual operations costs for the year. This final settle up amount will be applied to the subsequent school year operational costs or at the District's request, applied to the outstanding balances of any unpaid invoices during the current or prior school years. DCS shall provide the District with reasonable access to all DCS' financial records related to the transportation services provided specifically to the District. The District may review all financial records necessary to determine and verify annual operational costs for the District.
- 7) OTHER TRANSPORTATION SERVICES. DCS shall also consider other transportation services as requested by authorized staff within the District. These services shall include but are not limited to extracurricular field trips invoiced as incurred and delivered to the District for processing. These services will be invoiced at the rate provided in Attachment A for the first year of the Initial Term of this Agreement. Thereafter, DCS may adjust these rates on annual basis, which rates shall be communicated to the District prior to taking effect.

B. RESPONSIBILITIES OF THE DISTRICT.

- 1) The District shall 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 District 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).
- 2) The District shall pay DCS all undisputed amounts as provided herein within thirty (30) days of the receipt of any invoice. Should the District dispute an invoice, the District shall notify DCS in writing of any disputed amount within fifteen (15) days of the District's receipt of that invoice.
- 3) The District shall pay DCS for extracurricular, summer school, and special transportation services according to the price schedule in Attachment A of this Agreement. After the first year of the Initial Term of this Agreement, DCS may adjust the rates no more frequently than annually.
- 4) The District shall enter new extracurricular trip requests in the DCS Trips System at least seventy-two (72) hours prior to the date and time of departure.
- 5) The District shall immediately refer any complaint or allegation, from any source, regarding a transportation employee or transportation services, directly to the DCS Transportation Department in writing and at (214) 944-4562 (or such other telephone number as may be provided to the District in writing).

- 6) Upon notification by DCS of a motor vehicle accident or other bus incident involving students, the District shall be responsible for notifying the relevant parents/guardians of their student's involvement and provide an open communication line for that purpose.
- 7) The District shall 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 (or such other telephone number as may be provided to the District in writing) for handling, as appropriate.
- 8) The District shall provide all students riding on DCS buses with the DCS Bus Rider Code of Conduct. See Attachment B.
- 9) The District shall complete the DCS submitted School Bus Incident Reports and promptly return to appropriate DCS personnel.
- 10) The District shall provide DCS with reasonable support with student and parent issues, including but not limited to providing assistance from the District'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. SCHOOL BUS ADVERTISING.

- A. ADVERTISING.** DCS has entered into a School Bus Advertising Agreement with a third-party vendor to provide commercial advertising on the exterior of DCS school buses in accordance with 37 Texas Administrative Code §§14.61 – 14.65. The District agrees to allow commercial advertising on the exterior of DCS school buses that provide student transportation to the District.
- B. SCHOOL BUSES.** School buses chosen for advertising will be selected at the sole discretion of DCS. The District agrees to allow advertising on any school bus operated for the District by DCS, whether the bus is owned wholly or partially by the District or DCS.
- C. REVENUE.** In exchange for allowing commercial advertising on school buses servicing the District, DCS agrees to pay the District 50% of any gross revenues DCS receives from advertising on school buses servicing the District, whether the bus is owned wholly or partially by the District or DCS. Such compensation shall be paid to the District on a quarterly basis.
- D. APPROVAL OF ADVERTISING.** DCS shall have final approval of all advertising to be placed on the school buses, as long as such approval is reasonable and appropriate.
- E. ILLEGALITY.** The advertising contemplated by this Agreement shall be done in accordance with the requirements of 37 Texas Administrative Code §§14.61 - 14.65. DCS

and the District further accept this Agreement subject to all local, state and federal laws and regulations with respect to the advertising matter to be displayed. In the event that such advertising becomes prohibited by court order or government regulation, or a request is received by DCS to terminate the advertising, DCS reserves the right to terminate same.

5. 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 this Agreement for cause should the District fail to make payment of any undisputed amount required under this Agreement, if DCS 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.

6. 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**

**Cedar Hill Independent School District
Horace Williams
Superintendent
285 Uptown Blvd. Bldg. 300
Cedar Hill, Texas 75104**

7. 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.

8. CHOICE OF LAW AND VENUE.

In providing services by this 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 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. ASSIGNMENT.

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

Agreement.

15. 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.

16. GOVERNMENTAL IMMUNITY.

This Agreement is expressly made subject to DCS' 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.

17. 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' 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 DCS or District's Board of Trustees for appropriate action.

18. 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 DCS 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.

19. 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 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.

20. PROMPT PAYMENT ACT.

DCS 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.

21. FORCE MAJEURE.

Neither the District 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, 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.

22. SIGNATORY WARRANTY.

The persons signing and executing this Agreement on behalf of DCS and the District, or representing themselves as signing and executing this Agreement on behalf of DCS 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 Cedar Hill Independent School District effective as of August 1, 2012.

DALLAS COUNTY SCHOOLS

**CEDAR HILL INDEPENDENT
SCHOOL DISTRICT**

By: _____
Larry Duncan
President of Board of Trustees

By: _____
Terrel Nemon
President of Board of Trustees

Date: _____

Date: _____

RECOMMENDED:

ATTEST:

By: _____
Rick D. Sorrells, Ed. D.
Superintendent of DCS

By: _____
Mike Marshall
Secretary, Board of Trustees

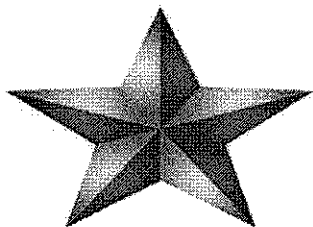
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
DCS Attorney

By: _____
CHISD Attorney

ATTACHMENT A



**Dallas County
Schools**

Strengthening Education Through Service

TRIPS CHARGES
for the
2012-2013 SCHOOL YEAR**

Effective August 1, 2012

\$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.

ATTACHMENT B

DCS POLICY CHAPTER 17

DRAFT

Chapter 17. Student Conduct

§ 17.001. Student Safety

- (a) Dallas County Schools will attempt to ensure student safety through supervision of students while transporting students on DCS buses, and through special attention to the following:
 - (1) Maintaining a reasonably safe environment.
 - (2) Observing safe practices in the maintenance and operation of school buses.
 - (3) Providing first-aid care for students in case of accident or sudden illness.
- (b) The Superintendent or his designee shall work with the principals of the districts served by DCS transportation services to develop plans and procedures for acquainting students with safe conduct, behavior, and procedures for the use of school-provided transportation, and shall provide copies of the Bus Rider Code of Conduct.
- (c) Dallas County Schools will require all districts served by DCS Network Security Services to agree in writing to comply with the Children's Internet Protection Act ("CIPA"), 47 U.S.C. § 254(l), and the Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, 122 Stat. 4096 (2008), and all Federal Communications Commission rules regarding these acts, including maintaining required policies and annually filing required forms to certify compliance.

Adopted 11/18/04; amended 1/19/12

§ 17.002. Student Discipline

Students must follow the student discipline guidelines of their school district and the Bus Rider Code of Conduct any time they are on DCS property, including school buses.

Adopted 11/18/04

§ 17.003. Bus Rider Code of Conduct

- (a) The board of trustees of an independent school district shall ... adopt a student code of conduct for the district. ... In addition to establishing standards for student conduct, the student code of conduct must:

* * *

- (7) prohibit bullying, harassment,³ and making hit lists⁴ and ensure that district employees enforce those prohibitions; and
- (8) provide, as appropriate for students at each grade level, methods, including options, for:
 - (A) managing students in the classroom and on school grounds;
 - (B) disciplining students; and
 - (C) preventing and intervening in student discipline problems, including bullying, harassment, and making hit lists.

* * *

- (c) Once the student code of conduct is promulgated, any change or amendment must be approved by the board of trustees.
- (d) Each school year, a school district shall provide parents notice of and information regarding the student code of conduct.

Texas Education Code § 37.001

A school district may not require or allow a child to stand on a school bus or passenger van that is in motion.

Texas Education Code § 34.004

- (a) Bus riding is a privilege that requires responsible behavior. Certain rules of conduct are necessary for the safety of all students who ride the bus. However, some

"Harassment" means threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety.

Texas Education Code § 37.001(b)(1)

"Hit list" means a list of people targeted to be harmed, using:

- (A) a firearm, as defined by Section 46.01(3), Penal Code;
- (B) a knife, as defined by Section 46.01(7), Penal Code; or
- (C) any other object to be used with intent to cause bodily harm.

Texas Education Code § 37.001(b)(2)

students may choose not to conduct themselves appropriately. Students displaying the following infractions will be reported to the principal by the bus driver.

- (1) Improper boarding/departing procedures;
- (2) Bringing any type of weapon or other article of injurious or objectionable nature aboard the bus;
- (3) Failure to remain seated when directed or when the bus is moving;
- (4) Failure to wear a seat belt when directed or when the bus is moving (if the bus is equipped with seat belts);⁵
- (5) Refusing to obey driver or monitor or addressing driver or monitor in disrespectful manner;
- (6) Fighting, pushing, tripping or assault;
- (7) Bullying;
- (8) Harassment (threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety);
- (9) Making hit lists (lists of people targeted to be harmed, using a firearm, knife, or any other object to be used with intent to cause bodily harm);
- (10) Eating or drinking on the bus;
- (11) Extending any part of a student's body, clothing, or any other article outside a bus window;
- (12) Throwing, pitching, or shooting objects inside or out of the bus;
- (13) Lighting matches or smoking or use of tobacco products on the bus;
- (14) Spitting or littering;

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A school district shall require a student riding a bus operated by or contracted for operation by the district to wear a seat belt if the bus is equipped with seat belts for all passengers on the bus. A school district may implement a disciplinary policy to enforce the use of seat belts by students.

Texas Education Code § 34.013

- (15) Unnecessary noise;
 - (16) Tampering with bus equipment or vandalism of bus property;
 - (17) Rude, discourteous, or annoying conduct;
 - (18) Destruction of property;
 - (19) Using profanity;
 - (20) Harassing or distracting the driver;
 - (21) Possession or use of tobacco, tobacco products, drugs, abusable volatile chemicals, or alcohol;
 - (22) Public lewdness or indecent exposure;
 - (23) Making a false alarm or report or terroristic threat;
 - (24) Engaging in conduct that constitutes a felony;
 - (25) Other behavior detrimental to safety, well-being, and respect for others.
- (b) Dallas County Schools employees observing violations of this section shall report the student and incident to the appropriate school principal. Incident reports will be prepared in triplicate, with one copy to the principal, one copy to the DCS Transportation Department, and one copy to the reporting employee. Responses to incident reports will be provided to the DCS Transportation Department and to the reporting employee.

Adopted 11/18/04; amended 10/18/07, 8/28/08

§ 17.004. Refusal or Suspension of or Removal from Transportation Services

- (a) ... In addition to establishing standards for student conduct, the student code of conduct must:
- * * *
- (3) outline conditions under which a student may be suspended as provided by Section 37.005;
 - (4) specify that consideration will be given, as a factor in each decision concerning suspension ..., regardless of whether the decision concerns a mandatory or discretionary action, to:
 - (A) self-defense;

- (B) intent or lack of intent at the time the student engaged in the conduct;
- (C) a student's disciplinary history; or
- (D) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;

* * *

- (6) address the notification of a student's parent or guardian of a violation of the student code of conduct committed by the student that results in suspension

* * *

(b-1) The methods adopted under Subsection (a)(8) must provide that a student who is enrolled in a special education program under Subchapter A, Chapter 29, may not be disciplined for conduct prohibited in accordance with Subsection (a)(7) until an admission, review, and dismissal committee meeting has been held to review the conduct.

Texas Education Code §§ 37.001(a) & (b-1)

- (a) The principal or other appropriate administrator may suspend a student who engages in conduct identified in the student code of conduct adopted under Section 37.001 as conduct for which a student may be suspended.
- (b) A suspension under this section may not exceed three school days.

Texas Education Code § 37.005

- (a) If a bus driver reasonably determines that a student's behavior interferes with the safe operation of the bus, or seriously threatens the safety of any person inside or outside the bus, and that the situation cannot be resolved in any other way, the driver may decline to transport the student.
 - (1) If the bus has not yet left the student's home, school, or regular bus stop, the driver should refuse the student permission to board or instruct the student to leave the bus. The driver will promptly notify the dispatcher, who will notify the Area Director and the student's school.
 - (2) If the bus has already left the student's home, school, or regular bus stop, the driver should promptly find a safe location, stop the bus, and instruct the student to leave the bus, if safe to do so based on the severity of the situation; proximity to the student's home, school, or regular bus stop; and the student's age. The driver will promptly notify the dispatcher, who will notify the Area Director and the student's school.
 - (3) If the bus has already left the student's home, school, or regular bus stop and

it is not safe to instruct the student to leave the bus, the driver should notify the dispatcher, who will request that a supervisor or other appropriate personnel be dispatched to the bus location to remove the student from the bus and transport the student to the student's home, school, or regular bus stop.

- (b) Conduct listed in paragraphs 2, 6, 7, 8, 9, 12, 13, 16, 18, 21, 22, 23, or 24 of the Bus Rider Code of Conduct, or repeated conduct listed in any other paragraph of the Bus Rider Code of Conduct, is a ground for suspension of or removal from transportation services.
- (c) If a student has committed a violation identified in paragraph (b), the Superintendent or his designee may suspend the student from transportation services for a period not to exceed three school days. Oral notice of such suspension shall be given to the student's parent or guardian and to the student's home school, at least two hours before the student's next scheduled time for transportation. If the parent or guardian cannot be contacted, the suspension will begin three school days after written notice is given to the parent or guardian.
- (d) If a student has committed a violation identified in paragraph (b) that warrants a longer removal from transportation services, the Superintendent or his designee may remove the student from transportation services for more than three school days. Written notice of such removal shall be given to the student's parent or guardian and to the student's home school at least three school days before the removal is to begin. The student or the student's parent or guardian may request a conference with the Superintendent to discuss the removal. At the conference, the Superintendent may uphold, modify, or reverse the removal. If the complainant is not satisfied with the outcome of the conference, the complainant may request the Board of Trustees to review the removal. The Board of Trustees may uphold, modify, or reverse the removal. The decision of the Board of Trustees is final.
- (e) The Superintendent or his designee has discretion to determine the length of any suspension or removal. Consideration will be given to:
 - (1) the duration and severity of the misconduct;
 - (2) whether the person or property of others was harmed or endangered;
 - (3) whether the conduct interfered with the safe operation of the bus;
 - (4) whether the conduct is a violation of criminal law;
 - (5) provocation or self-defense;
 - (6) intent or lack of intent at the time the student engaged in the conduct;
 - (7) the student's disciplinary history, and

- (8) any disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
- (f) Any change in transportation service for a student receiving special education services must comply with transportation requirements identified in the student's Individual Education Plan (IEP) unless revised or addressed in the student's Behavioral Intervention Plan (BIP). A student receiving special education services may not be disciplined for bullying, harassment, or making hit lists until an admission, review, and dismissal committee meeting has been held to review the conduct.
- (g) All refusal or suspension of or removal from transportation services is subject to the provisions of Dallas County Schools' interlocal agreements with its client school districts. DCS administration will coordinate with school district transportation liaisons to ensure that Dallas County Schools' approach to discipline of students from each respective school district is consistent with the disciplinary approach of the school district.

Adopted 11/15/07; amended 5/20/10

§ 17.005. Property Damage by Students

Students shall not vandalize or otherwise damage or deface any property belonging to or used by Dallas County Schools. Employees shall report to the student's principal and to the DCS Transportation Department incidents of vandalism and, if known, the names of those responsible.

See also Texas Family Code § 41.001.⁶

Adopted 11/18/04

⁶ A parent or other person who has the duty of control and reasonable discipline of a child is liable for any property damage proximately caused by:

- (1) the negligent conduct of the child if the conduct is reasonably attributable to the negligent failure of the parent or other person to exercise that duty; or
- (2) the willful and malicious conduct of a child who is at least 10 years of age but under 18 years of age.

Texas Family Code § 41.001

§ 17.006. No Consent Required for Recording Student Conduct

An employee of a school district is not required to obtain the consent of a child's parent before the employee may make a videotape of a child or authorize the recording of a child's voice if the videotape or voice recording is to be used only for:

- (1) purposes of safety, including the maintenance of order and discipline in common areas of the school or on school buses;
- (2) a purpose related to a cocurricular or extracurricular activity; ...

Texas Education Code § 26.009(b)

§ 17.007. Prevention of Bullying

- (a) In this section, "bullying" means, subject to Subsection (b), engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the district and that:
 - (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
 - (2) is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.
- (b) Conduct described by Subsection (a) is considered bullying if that conduct:
 - (1) exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
 - (2) interferes with a student's education or substantially disrupts the operation of a school.
- (c) The board of trustees of each school district shall adopt a policy, including any necessary procedures, concerning bullying that:
 - (1) prohibits the bullying of a student;
 - (2) prohibits retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying;
 - (3) establishes a procedure for providing notice of an incident of bullying to a parent or guardian of the victim and a parent or guardian of the bully within a reasonable amount of time after the incident;

- (4) establishes the actions a student should take to obtain assistance and intervention in response to bullying;
- (5) sets out the available counseling options for a student who is a victim of or a witness to bullying or who engages in bullying;
- (6) establishes procedures for reporting an incident of bullying, investigating a reported incident of bullying, and determining whether the reported incident of bullying occurred;
- (7) prohibits the imposition of a disciplinary measure on a student who, after an investigation, is found to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying; and
- (8) requires that discipline for bullying of a student with disabilities comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.).

Texas Education Code § 37.0832

- (a) Bullying of a student, as defined by state law, is prohibited. *See also* Policy 17.003(a)(7) (Bus Rider Code of Conduct). Prohibited bullying may take the form of expression or conduct that is reasonably perceived as being motivated either by any actual or perceived characteristic, including but not limited to race, ethnicity, color, religion, ancestry, national origin, gender, sex, sexual orientation, gender identity and expression, marital status, socio-economic background, social/family background, linguistic preference, political beliefs, or a mental, physical, or sensory disability, difference, or impairment.
- (b) Retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying is prohibited. *See also* Policy 15.001(a) regarding employees.
- (c) DCS employees observing bullying of a student shall follow the reporting procedures found in Policy 17.003(b). Upon notification of an incident of bullying, DCS shall notify the student's school district of the incident. In accordance with DCS' interlocal agreements with its client school, the school district shall provide notice of an incident of bullying to a parent or guardian of the victim and a parent or guardian of the bully within a reasonable amount of time after the incident, investigate the reported incident of bullying, and determine whether the reported incident of bullying occurred.
- (d) To obtain assistance and intervention in response to bullying, a student should timely report any concerns to the bus driver and should follow the student's school district's procedures for reporting to the appropriate school administrator.
- (e) A student who is a victim of or a witness to bullying or who engages in bullying should contact the student's school district to learn available counseling options.

- (f) DCS will not impose a disciplinary measure on a student who, after an investigation, is found and reported by the school district to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying.
- (g) Discipline for bullying of a student with disabilities must comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400, *et seq.*). See Policy 17.004(f).

Adopted 10/20/11