

# **SCHOOL BUS SERVICES AGREEMENT**

**Between**

**DeKalb County School District**

**And**

**International Community School, 2022-2023 SY**

This School Bus Services Agreement (“Agreement”) is made and entered into on May 30th, 2022 by and between the DeKalb County School District (“DCSD”) and International Community School (the “Charter”). The DCSD and the Charter are referred to jointly as the “Parties” and individually as a “Party.”

## **WITNESSTH:**

**WHEREAS**, the Charter operates a charter school in the DCSD, located at 2418 Wood Trail Lane, Decatur, Georgia 30033 pursuant to a charter between the Charter and the DeKalb County Board of Education;

**WHEREAS**, the Charter intends to provide school bus service for students who attend its school;

**WHEREAS**, the Charter desires to contract with DCSD to provide school bus services, and while DCSD has no requirement to do so, DCSD has agreed to provide school bus services for the Charter, pursuant to the terms and conditions set forth herein;

**NOW THEREFORE**, the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

1. **Term.** This Agreement shall commence effective August 1, 2022 (“Effective Date”) and expire on June 30, 2023 (“Term”), provided, however, that each Party has the right to terminate this Agreement for its convenience and without cause, after providing ninety (90) days written notice to the other Party. Notice shall be provided as stated below. Additionally, if either party breaches any of its obligations under this Agreement, the other party shall notify the breaching party in writing citing each and every claimed breaches. The breaching party shall have thirty days to remedy the cited breaches. If the breaching party fails to remedy the cited breaches, then the other party may terminate this Agreement upon thirty (30) days written notice.
2. **Termination.** This Agreement shall automatically terminate upon the termination of the Charter (“Effective Date of Termination”). In the event of termination of this Agreement, the Charter shall be responsible for payment to DCSD for all

school bus services provided through the Effective Date of Termination. This Agreement is expressly subject to and contingent upon approval by the DeKalb County Board of Education, which approval may be granted or denied in the Board's sole discretion.

3. School Bus Services Provided by DCSD.

DCSD agrees to the following:

DCSD shall provide limited school bus service to the Charter, as outlined in Attachment A, during the Term of this Agreement. For the routes listed under the "REGULAR BUS SERVICE" section in Attachment A, the Charter will provide the specific dates of service and details (bell time schedules, half day, full day, etc.) for each day of each school year, but these dates may be altered due to inclement weather or other legal conditions. DCSD also agrees to provide field trip services according to the conditions listed in Attachment A. No persons other than students currently attending the Charter school, supervisors, DCSD employees, Charter employees, or DCSD drivers in training are to ride the buses without the written approval of the Charter. DCSD shall at all times have sole authority to develop, modify, and/or cancel routes.

DCSD shall provide all buses for the performance of this Agreement, and agrees that all buses will meet all applicable requirements for school buses as set forth in federal, state and/or local law, rules, regulation or policies.

4. Charter Responsibilities. The Charter agrees to provide their specific dates of service and details, if any, as referenced in Paragraph 2 and the required insurance documents, outlined below in Paragraph 6, no later than 30 days prior to its first day of service.
5. Pricing and Payment. The Charter shall pay DCSD for the school bus services provided hereunder according to the terms outlined in the "COMPENSATION FOR BUS SERVICES" Section of Attachment A. DCSD shall invoice the Charter monthly. The Charter shall pay such invoices within 30 days of the date of each invoice.
6. Nondiscrimination. The Parties agree that no child shall be discriminated against on the basis of race, color, national origin, sex or disability. The Parties further agree that no child's eligibility for the National School Lunch Program will be overtly identified through actions of DCSD or the Charter.
7. Indemnification and Insurance. The Charter shall hold harmless and indemnify DCSD, the DeKalb County Board of Education, its members, officers, employees, agents, volunteers, and assigns (the "DCSD Indemnitees") for every liability, claim or demand arising out of or relating to DCSD's provision of school bus services under this Agreement. The Charter's obligation to indemnify DCSD Indemnitees shall survive the completion, expiration, or termination of this Agreement. In addition, the Charter shall cause the DCSD Indemnitees to be

named as additional insured under the Charter's insurance policies required by the terms of the charter. Neither DCSD nor any of the other DCSD indemnitees shall be liable for, nor shall the Charter seek recovery, reimbursement, or compensation for, any loss, liability, claims, demands, damages (whether direct, indirect, special, consequential, or otherwise) arising from or related to DCSD's provision of school bus services under this Agreement.

8. Modification. This Agreement may not be changed, modified, amended or altered except in a written agreement signed by the Parties.
9. Successors and Assigns. The provisions of this Agreement shall extend to the successors and assigns of the DCSD. This Agreement may not be assigned by the Charter without the prior written consent of the DCSD, which consent may be granted or withheld in DCSD's sole discretion.
10. No Violation. The Charter represents and warrants that the execution of, and performance under, this Agreement will not be a breach of, violation of, or conflict with any other contract or agreement to which it is a party or subject.
11. Severability. In the event that any term or provision of the Agreement is found to be, or becomes by operation of law, invalid, unenforceable or void, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect, and the invalid, unenforceable or void term or provision shall be deemed not to be a part of this Agreement.
12. Headings/Interpretation of Agreement. The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties agree that this Agreement was fairly negotiated at arm's length, and neither Party shall be considered to have been the drafter of the Agreement for purposes of any rules of construction.
13. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. The exclusive venue for any action arising out of or related to this Agreement shall be in the superior; or state courts of DeKalb County, Georgia.
14. Transportation Boundaries. All parents are responsible for transporting their students to the pre-determined bus stops listed in Appendix B. Any changes in the bus stops will be determined jointly by DCSD and ICS.
15. Discipline. The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with the Charter. Drivers are responsible only for such discipline as is required to safely and properly operate buses. All discipline problems shall be reported in writing to the driver following completion of the route.

16. Bus Stops. Students utilizing the bus will meet at locations that are pre-determined. Parents will be responsible for making sure students arrive and leave safely to each bus stop. Parents who do not meet their child at the bus stop on 2 occurrences may have bus-riding privileges revoked. DCSD will communicate with ICS in these incidences and ICS will communicate with parents, as needed.
17. Notices. Unless otherwise provided in the Agreement, all notices, including, but not limited to, any notice of termination of this Agreement, shall be in writing and shall be personally delivered, sent by overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices shall be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notices shall be addressed as follows:

To DCSD: DeKalb County School District  
Attn: Superintendent  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

To Charter: Mrs. Kristine Hansen-Dederick  
Attn: Board Chair  
2418 Wood Trail Lane  
Decatur, Georgia 30033

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding upon all the Parties. Counterparts may be transmitted by facsimile or electronic mail, and such electronically transmitted counterparts shall be binding and enforceable.
19. Waiver. No failure or delay by the DCSD in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the DCSD hereunder are cumulative and are not exclusive of any rights or remedies which it would otherwise have hereunder. Nothing herein is intended to operate, nor shall it operate or be deemed to operate, as a waiver, in whole or in part, of DCSD's right to claim or assert sovereign immunity with respect to any claim arising hereunder, but such right is herein expressly reserved to the fullest extent provided by law.
20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes all prior, contemporaneous, written or oral negotiations, agreements, or understandings

between the Parties regarding such matters. No subsequent amendment or agreement shall be binding upon either party unless it is signed and delivered by both parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized signatories effective as of the date written above.

**DEKALB COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Vasanne Tinsley  
DCSD Interim Superintendent

By: \_\_\_\_\_  
Mrs. Vickie B. Turner  
DCSD Board Chair

**International Community School**

By: \_\_\_\_\_  
Kristine Hansen-Dederick  
ICS Board Chair

By: \_\_\_\_\_  
Alastair Pullen  
ICS Principal/CEO

ATTACHMENT "A"  
LEVEL OF SERVICE AND COMPENSATION FOR BUS SERVICES

## REGULAR BUS SERVICE

The level of bus service provided by DCSD to the Charter is limited to no more than 180 days of regular bus service as outlined below:

Route #	School	Frequency/Mileage	Bus Type
1	International Community School	School Days/AM and PM	Conventional
2	International Community School	School Days/AM and PM	Conventional
3	International Community School	School Days/AM and PM	Conventional
4	International Community School	School Days/AM and PM	Conventional

Regular bus service is defined as bus service provided to the general population of students attending the school and not service targeted for special needs of certain students. Other than the specific daily routes to and from school listed above and field trips below, no special education transportation, midday service, or other bus transportation services shall be provided under this Agreement. The Charter shall be responsible for providing special education transportation, midday service, or other bus transportation services required by federal, state and/or local law, rules, regulation or policies for the population of students attending the Charter.

## COMPENSATION FOR BUS SERVICES

DCSD will invoice **monthly** and Charter shall pay the DCSD the following on a **monthly** basis:

1. Actual mileage cost for the month being invoiced is at \$4.87 per mile. Miles calculated will include dead-head miles or any other mileage needed to provide the service under this Agreement; and
2. 3% transportation service fee applied to the total invoiced amount, to cover the administration of the drivers, invoicing duties, and other administrative costs; and
3. Driver's salary not to exceed \$25.00 per hour.
4. Dead-head miles will be calculated as:
  - For a leg not connecting to a DCSD bus route, 100% of the miles from the first/last stop to/from the parking location of the bus.
  - For a leg connecting to a DCSD bus route, 50% of the miles from the first/last stop for the Charter to the last/first stop of the DCSD route.
5. Should the fuel prices increase to the point of a negative impact on DCSD's budget, then the Charter agrees to, within fifteen (15) days after receipt of written notice by DCSD, in good faith, renegotiate the terms of this Agreement.

## **FIELD TRIP BUS SERVICE**

DCSD will provide field trip service, when buses and/or drivers are available, for the Charter. The Charter shall follow the procedures of establishing and conducting field trip service according to the latest version of the *DCSD Field Trip Manual*. Overtime charges may apply. DCSD will invoice full cost of field trips monthly according to *DCSD Field Trip Manual* which apply to DCSD students. The Charter shall pay such invoices to DCSD within 30 days of the date of each invoice.

ATTACHMENT "B"  
BUS ROUTES FOR INTERNATIONAL COMMUNITY SCHOOL