

## SCHOOL BUS SERVICES AGREEMENT

THIS SCHOOL BUS SERVICES AGREEMENT (the “Agreement”) is made and entered on May 30th, 2022 by and between DeKalb County School District (“DCSD”) and DeKalb PATH Academy, Inc. (the “Charter”). DCSD and Charter are referred to collectively as the “Parties” and individually as a “Party.”

### WITNESSETH

**WHEREAS**, Charter operates a charter school (the “School”) located at 3007 Hermance Drive, NE, Atlanta, GA 30319, under a charter between Charter and the DeKalb County Board of Education (the “BOE”);

**WHEREAS**, the School is located within the DCSD;

**WHEREAS**, Charter desires to provide bus services for students who attend the school;

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

**NOW, THEREFORE**, for 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 agree and consent to the following:

1. Term. Services provided under this Agreement shall commence on August 1, 2022 (the “Commencement Date”) and continue through and including May 31, 2023 (the “Term”) unless sooner terminated as provided in **Paragraph 2**.
2. Termination. This Agreement shall automatically terminate upon any termination of the charter for the Charter. Each Party has the right to terminate this Agreement for convenience and without cause, following ninety (90) days’ written notice to the other Party. Notwithstanding the foregoing, in the event a party breaches any of its obligations hereunder and fails to remedy said breach following thirty (30) days’ written notice of same, the other Party may terminate this Agreement. In the event of termination of this Agreement, the Charter shall be responsible for payment to DCSD for all bus services provided through the effective date of any such termination.
3. Approval by BOE. This Agreement is expressly subject to and contingent upon approval by the BOE, which approval may be granted or denied in the sole discretion of BOE.
4. Bus Services Provided by DCSD. DCSD agrees to the following:
  - (a) During the Term, DCSD shall provide limited bus service to Charter as outlined in **Exhibit “A”**, attached hereto. For the routes listed under the “REGULAR BUS SERVICE” section in **Exhibit “A”**, Charter will provide the specific dates of service and details (bell time

schedules, half day, full day, etc.) for each day of the school year, but said dates are subject to alteration due to inclement weather or other conditions. DCSD shall provide field trip services according to the conditions listed in Exhibit "A". No persons other than students currently attending the School, supervisors, DCSD employees, Charter employees, or DCSD drivers in training are permitted to ride the buses without the prior written approval of Charter. DCSD shall have the sole authority to develop, modify, and/or cancel routes during the Term.

(b) DCSD shall provide all buses for the performance of this Agreement and agrees that all buses shall meet all applicable requirements for school buses as outlined in federal, state and/or local law, rules, regulation or policies

5. Responsibilities of Charter. Charter agrees to provide to DCSD the specific dates of bus service and details if any, as referenced in **Paragraph 4** and the required insurance documents no later than thirty (30) days before the first day of bus service to be provided hereunder.

6. Pricing and Payment. The charter shall pay DCSD for the bus services provided hereunder according to the terms outlined in the "COMPENSATION FOR BUS SERVICES" section of **Exhibit "A"**. DCSD shall invoice the Charter monthly. The charter shall pay such invoices within thirty (30) days following receipt of each invoice.

7. Transportation Boundaries. Transportation boundaries (the "Transportation Boundaries") for bus services to be provided by DCSD hereunder are defined in **Exhibit "B"** attached hereto. Persons residing in homes located outside of the Transportation Boundaries will be responsible for the transportation of students that attend the School. Also, persons residing in homes located within two (2) miles of the School will be responsible for the transportation of students that attend the School. The charter shall be responsible for communicating the Transportation Boundaries and policies outlined in this **Paragraph 7**.

8. Discipline. The ultimate responsibility and authority to suspend or expel any student from transportation services provided hereunder shall rest with the Charter. Drivers of the buses provided hereunder are responsible only for such discipline as is required to safely and properly operate said buses. All discipline problems shall be reported in writing to the Charter following completion of the route.

9. Bus Stops. Students utilizing the bus will meet at locations that are pre-determined by Charter and approved by DCSD per bus stop safety guidelines. Parents shall be responsible for making sure students arrive and leave safely from each bus stop.

10. Nondiscrimination. The Parties agree that in providing the bus services under this Agreement no child shall be discriminated against based on 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 Charter.

11. Indemnification and Insurance. The charter shall hold harmless and indemnify DCSD, the BOE, its members, officers, employees, agents, volunteers, and assigns (collectively, the "DCSD Indemnitees") for every liability, claim or demand to arise out of or relating to DCSD's provision

of bus services under this Agreement. Charter's obligation to indemnify the DCSD Indemnitees shall survive the completion, expiration, or termination of this Agreement. Also, Charter shall cause the DCSD Indemnitees to be named as additional insureds under Charter's insurance policies required by the terms of the charter. Neither DCSD nor any of the DCSD indemnitees shall be liable for, nor shall 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 bus services under this Agreement.

12. Modification. This Agreement may not be changed, modified, amended, or altered except in a written agreement signed by the Parties.

13. Successors and Assigns. The provisions of this Agreement shall extend to the successors and assigns of DCSD. This Agreement may not be assigned by Charter without the prior written consent of DCSD, which consent may be granted or withheld in DCSD's sole discretion.

14. No Violation. Charter represents and warrants that the execution of, and performance under, this Agreement will not be a breach or violation of and will not conflict with any other contract or agreement to which Charter is a party.

15. Severability. If any term or provision of this 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.

16. 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.

17. Governing Law and Venue. This Agreement shall be governed by and construed and enforced per 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.

18. Notices. Unless otherwise provided in this 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 five (5) business days following the date of mailing if sent by certified mail. Notices shall be addressed as follows:

If to DCSD:	DeKalb County School District Attn: Superintendent 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083
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If to Charter: DeKalb PATH Academy  
Attn: Board Chair  
3007 Hermance Drive  
Atlanta, Georgia 30319

19. Waiver. No failure or delay by 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 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.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding upon all Parties. Counterparts may be transmitted by facsimile or electronic mail, and such electronically transmitted counterparts shall be binding and enforceable.

*[Remainder of page intentionally blank. Signatures appear on the following page(s).]*

IN WITNESS WHEREOF, the Parties, or duly authorized representatives of the Parties, have caused this Agreement to be executed as of the date first written above.

**DEKALB COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Vasanne Tinsley, Superintendent

**DEKALB PATH ACADEMY, INC.**

By: \_\_\_\_\_  
Katherine Vega, Chair

**Approved by:**

**DEKALB COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Vickie B. Turner, Chair

**EXHIBIT “A”**

**BUS SERVICES AND COMPENSATION**

**A. REGULAR BUS SERVICE.**

Regular bus service (as defined below) provided by DCSD to Charter shall not exceed one hundred eighty (180) days as outlined below:

<b>Route #</b>	<b>School</b>	<b>Frequency/Mileage</b>	<b>Bus Type</b>
1	DeKalb Path Academy	School Days/AM and PM	Conventional
2	DeKalb Path Academy	School Days/AM and PM	Conventional
3	DeKalb Path Academy	School Days/AM and PM	Conventional
4	DeKalb Path Academy	School Days/AM and PM	Conventional
5	DeKalb Path Academy	School Days/AM and PM	Conventional
6	DeKalb Path Academy	School Days/AM and PM	Conventional
7	DeKalb Path Academy	School Days/AM and PM	Conventional
8	DeKalb Path Academy	School Days/AM and PM	Conventional
9	DeKalb Path Academy	School Days/AM and PM	Conventional

Regular bus service is defined as bus service provided to the general population of students attending the school during the normal school hours of 8:25 am - 4:10 pm. During regular bus service, buses should arrive at PATH Academy at or before the 8:25 am delivery time based upon normal traffic patterns and weather. Regular bus service is not service targeted for the special needs of certain students. Other than the specific daily routes to and from a school listed above and field trips described 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, regulations or policies for the population of students attending the School.

**B. COMPENSATION FOR BUS SERVICES.**

DCSD shall invoice Charter monthly as follows:

1. Actual mileage for the month at \$4.87 per mile. Mileage shall include dead-head miles calculated as outlined in item 3 below and other mileage necessary to provide the services under this Agreement;
2. Driver’s overtime salary is twenty-five dollars (\$25.00) per hour during waiting periods;
3. Dead-head miles shall be calculated as follows:

- 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 Charter to the last/first stop of the DCSD route.
4. Should fuel prices increase to the point of a negative impact on DCSD's budget, DCSD shall provide written notice of the same to Charter, and the Parties shall renegotiate the terms of this Agreement in good faith.
  5. Should overtime occur during the Extended Day, the Charter may be responsible for the overtime cost that is determined by DCSD.

**C. FIELD TRIP BUS SERVICE.**

DCSD will provide field trip bus service, when buses and/or drivers are available, for Charter. The charter shall follow the procedures of establishing and conducting field trip bus service according to the latest version of the *DCSD Transportation and Field Trip Request Manual*. Overtime charges shall apply when a driver waits at the event. DCSD will invoice Charter monthly for the full cost of field trips according to the rates and fees listed above, which supersede any fees that may be listed in the *DCSD Transportation and Field Trip Request Manual* which apply to DCSD students. The charter shall pay such invoices to DCSD within thirty (30) days from the receipt of said invoice.

**EXHIBIT "B"**

**TRANSPORTATION BOUNDARIES**