



DOL CDL SERVICES AGREEMENT

EDUCATIONAL SERVICE DISTRICT NO. 112

2500 NE 65th Avenue
Vancouver WA 98661-6812

Parties to the Agreement:

Educational Service District No. 112, hereinafter referred to as "ESD112", and Concrete School District No. 011 located at 45389 Airport Way #103, Concrete WA 98237, hereinafter referred to as "Agency".

IN WITNESS WHEREOF, the Agency and ESD112 (the Parties) have executed this Agreement on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions. This Agreement consists of this signature page and Exhibit A, which constitute the entire understanding of the Parties.

CONCRETE SCHOOL DISTRICT NO. 011

AUTHORIZED SIGNATURE: [Signature] DATE: 7/20/23

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE: [Signature] DATE: 8/9/23

Summary Statement-Agreement Purpose

DOL CDL SKILLS TESTING

The purpose of this Agreement is to contract for delivery of Department of Licensing (DOL) Commercial Driver License (CDL) Skills Testing Services under Washington State standards.

Agreement Number

24122-515

Agreement Period

Term Start: September 1, 2023

Term End Date: August 31, 2028

AGREEMENT CONTACT INFORMATION

Table with columns for THE AGENCY and ESD112, containing contact information for Program Contacts and Signature Authority/Notice Contact.

ESD112 INFORMATION

REV ACCT No: 7081 81 X620
DEPT APPROVAL R McKnight
BUS SVC APPROVAL G Hottman

**EXHIBIT A
TERMS & CONDITIONS**

1. Definitions.

Abbreviation	Full Description
CDL	Commercial Driver License
CLP	Commercial Learner's Permit
DOL	Washington Department of Licensing
LSO	Licensing Services Office

2. Purpose.

The Agency is contracting with ESD112 for delivery of DOL CDL Class B and C skills testing for new school bus Driver Applicants of the Agency. The provision of educational, instructional or specialized services is provided to improve student learning or achievement. A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

3. Term. The Term for the Agreement shall be for a maximum sixty (60) months, beginning September 1, 2023 to August 31, 2028, unless terminated by mutual agreement and in accordance with Section 8 below.

4. Agency Responsibilities. The Agency shall:

- 4.1 Provide Driver Applicant with preparatory commercial driver knowledge and skills training in concert with DOL commercial licensing criteria as delineated in the latest revision of the DOL's Commercial Driver Guide (www.dol.wa.gov).
- 4.2 Assist Driver Applicant in completing all applicable written DOL CDL general knowledge, school bus knowledge and applicable endorsement tests at a DOL LSO (www.dol.wa.gov), as part of the DOL School Bus Driver Licensing process.
- 4.3 Purchase ESD112 skills test "Control Number" through the ESD112 Regional Transportation program, as a prerequisite to scheduling initial skills test or scheduling a retest, if applicable. Control Numbers must be purchased by the Agency; ESD112 Control Numbers cannot be purchased by the Driver Applicant. Refunds are not available once a Control Number has been purchased for a Driver Applicant. Control Numbers may be transferred per Section 4.8 below.
- 4.4 Assist Driver Applicant in obtaining a CLP from an LSO.
- 4.5 Assist Driver Applicant in scheduling skills testing with an ESD112-DOL Certified Third Party Examiner, by seeking prior third-party-skills-test approval from DOL in accordance to their most current training and skills testing processes.
- 4.6 Provide Driver Applicant a test-appropriate school bus (licensed and insured) for skills testing in accordance with applicable driver license class, endorsements and restrictions as delineated in the latest revision of the DOL's Commercial Driver Guide (www.dol.wa.gov).

- 4.7 Accompany the Driver Applicant to the skills testing site in accordance to prior scheduling arrangements made with the ESD112-DOL Certified Third Party Examiner.
 - 4.8 If applicable, the Agency may request “Control Number” transfer from one Driver Applicant to another Driver Applicant in the event the first Driver Applicant drops out of training or fails to show for skills testing. Per Section 4.3 above, refunds are not available for purchased “Control Numbers”.
 - 4.9 Agency may elect to cover ALL skill testing fees from their student transportation budget or may elect to recover one skill testing fee out of every two skill tests, if applicable, from the entry-level school bus driver applicant.
5. **ESD112 Responsibilities.** ESD112 shall:
- 5.1 Invoice (unless paid by credit or debit card) the Agency in the estimated amount of \$140.00 per Driver Applicant tested as services are delivered and as requested by terms in Section 4 above. Invoices shall include the name(s) of Driver Applicants tested. ESD112 shall not invoice or receive skills test fees directly from Driver Applicants (see Sections 4.3 and 4.8).
 - 5.1.1 \$100.00 - skills test fee (RCW 46.25.060).
 - 5.1.2 \$10.00 - service charge
 - 5.1.3 \$30.00 - a prorated consortium fee to support the testing consortium, subject to annual inflationary increases.
 - 5.2 Issue the District and/or Driver Applicant an ESD112 test Control Number, authorizing an ESD112-DOL Certified Third Party Examiner to administer a skills test to a Driver Applicant. The ESD112 DOL-Certified Third-Party-Examiners shall not administer a skills test to any Driver Applicant in the absence of an ESD112-issued Control Number.
 - 5.3 Upon request, provide the Agency with evidence of insurance coverage for negligent acts, including blanket contractual liability coverage; **ESD112 insurance does not cover the test vehicle or vehicle related liability.**
 - 5.4 Upon request, provide school districts or state certified driver instructors a listing of ESD112-DOL Third Party Examiners.
 - 5.5 Comply with all applicable local, state and federal licensing requirements necessary to the performance of the Agreement (Chapter 19.02 RCW for state licensing requirements and definitions).
6. **Compliance Orders.** The Parties shall:
- 6.1 Deliver and/or participate in all services under this Agreement in compliance with the most current guidelines issued by the Centers for Disease Control and Prevention (CDC), Washington Department of Health, DOL and the Office of the Superintendent of Public Instruction (OSPI guidelines, and comply with any state proclamations and orders as pertains to any infectious disease outbreaks or pandemics (i.e., COVID-19), including vaccination mandates.
 - 6.2 Delivery of services shall be adjusted as requested or required to meet needs to comply with Section 6.1 above, without modification to terms of the Agreement.

7. Changes to this Agreement by either party shall be communicated in writing thirty (30) days before the amendment is to take effect, unless otherwise mutually agreed.
8. This Agreement shall remain in force unless either of the Parties notifies the other in writing thirty (30) days before the termination is to take effect, unless otherwise mutually agreed.
9. Per requirements of state, local and federal laws, including 13 CFR 145, ESD112 and the District agree not to discriminate on the basis of race, color, creed, religion, national origin, citizenship or immigration status, age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, marital status, family/parental status, income derived from public assistance program, political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, or reprisal or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 at its address above.
10. **Force Majeure.** ESD112 and the Agency shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.