

MEMORANDUM OF UNDERSTANDING

Agreement for Third Party Skills Testing for Commercial Driver's License

This Memorandum of Understanding serves as an agreement between _____ Independent School District (referred to as _____ ISD) and the Denton Independent School District (referred to as Denton ISD).

Denton ISD has been certified by the State of Texas as a Third Party Skills Testing Provider for Commercial Driver's License applicants. In order to assist neighboring school districts to achieve their respective goals on the transportation of students, the Denton ISD sought Third Party Skills Testing certification to provide such school districts a closer geographically situated license examiner, and one specifically developed for training and educating school bus operators.

For the purpose of assisting _____ ISD in achieving their goal for transportation of students Denton ISD does hereby agree to provide employees of the _____ ISD with the education, training, and an examination for a Texas Commercial Driver's License for the operation of school busses, and further agrees to:

- A. Maintain the State of Texas Skills Testing Provider Certificate and certification of each Skills Testing Examiner at the Denton ISD Transportation headquarters situated at 5093 East McKinney Street, Denton, Texas 76208;
- B. Provide a copy of the Texas Skills Testing Provider Certificate to _____ ISD;
- C. Provide a copy of each Skills Testing Examiner's certification to the _____ ISD; and
- D. Pursuant to the terms of this agreement and the Texas Administrative Code, Title 37, Public Safety and Corrections, to provide education and training to the _____ ISD employees, and an examination for a Texas Commercial Driver's License upon the successful completion of all required education sequences.

In consideration of the Denton ISD agreeing to provide employees of the _____ ISD with the education, training, and an examination for a Texas Commercial Driver's License for the operation of school busses, _____ ISD does hereby agree to provide to Denton ISD the following, to-wit;

- A. Verification that each individual who is to receive the services of D.I.S.D. Third-Party Skills Testing:
 - 1. Is an employee of said District;
 - 2. Has a current Texas class "C" driver's license;
 - 3. Has been issued a Texas Commercial learners permit, and

4. Has a current Department of Transportation certified medical examiners certificate.
- B. A copy of the employee's driving record for the previous three (3) years, and such record must not be more than thirty (30) days old;
- C. A copy of the employee's criminal background check;
- D. Proof of the employee's domicile by providing sufficient documentation as required by Texas Administrative Code, Title 37, section 16.7;
- E. A school bus, properly licensed, inspected, insured, and registered to _____ ISD for the purpose of training _____ ISD's employee(s); and
- F. Disburse and deliver to D.I.S.D. the costs for education, training, and testing of each employee, as well as the costs for educational materials.

It is further agreed by the parties to this Memorandum of Understanding that Denton ISD is entitled to be fairly compensated for the services to be performed under this agreement. _____ ISD agrees shall issue a Purchaser Order to the Denton ISD, and shall deliver said Purchase Order along with the following compensation for each employee -

- A. Two Hundred Fifty and no/100 Dollars (\$250.00) for Pre-Trip Inspection, Basic Control of Skills, and a Road Test training;
- B. One Hundred and no/100 Dollars (\$100.00) for the Commercial Driver's License Examination; and
- C. One Hundred and no/100 Dollars (\$100.00) for any re-examination for a Commercial Driver's License

The failure of _____ ISD to submit its Purchase Order and payment in a timely manner as specified herein shall relieve Denton ISD from any duty or obligation of this agreement.

MISCELLANEOUS:

Independent Contractor: Denton ISD is and at all times shall also be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which Skills Testing Educator and Skills Testing Examiner is assigned to each _____ ISD employee and the way the Denton ISD performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between _____ ISD and Denton ISD or any of Denton ISD's agents or employees. Denton ISD assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. Denton ISD, its agents and employees, shall not be entitled to any rights or privileges of _____ ISD employees and shall not be considered in any manner to be _____ ISD employees. Neither Denton ISD nor _____ ISD shall be responsible under the Doctrine of Respondeat Superior for

the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

LIABILITY OF THE PARTIES:

DENTON ISD LIABILITY: The _____ ISD understands and agrees that the Denton ISD, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the _____ ISD. The Denton ISD shall not be required to indemnify nor defend _____ ISD for any liability arising out of the wrongful acts of employees or agents of _____ ISD to the extent allowed by Texas law.

_____ ISD LIABILITY: The Denton ISD understands and agrees that the _____ ISD, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Denton ISD. The _____ ISD shall not be required to indemnify nor defend Denton ISD for any liability arising out of the wrongful acts of employees or agents of Denton ISD to the extent allowed by Texas law.

MUTUAL RESPONSIBILITY AND PRESERVATION OF DEFENSES: _____ ISD agrees to and accepts full responsibility for acts, negligence and/or omissions of all _____ ISD employees and agents, subcontractors and/or contract laborers in performing services under this Agreement. Denton ISD agrees to and accepts full responsibility for acts, negligence and/or omissions of all Denton ISD employees and agents, subcontractors and/or contract laborers in performing services under this Agreement. It is further agreed that if a claim or liability should arise from the joint or concurring actions of employees of both parties hereto, it shall be borne by the parties comparatively in accordance with the laws of the State of Texas. This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitation, the defense of governmental immunity, the limitations of liability imposed Title 5 of the Texas Civil Practice and Remedies Code, and the limitations of liability during times of disaster and emergency imposed by Chapter 418 of the Texas Government Code, and other applicable laws and statutes.

_____ ISD EMPLOYEE(S) CONDUCT: Each _____ ISD employee shall be required to adhere to the DISD rules of conduct, and in the event an _____ ISD employee fails to adhere to DISD rules of conduct said employee may be discharged from the program. Denton ISD shall have the sole discretion to determine whether said _____ ISD employee has violated its policies and rules of conduct and therefore be discharged from the program, and if so, Denton ISD shall notify _____ ISD of the discharge and provide to _____ ISD copies of all documentation relevant to the discharge. _____ ISD shall in no event be entitled to any refund of expenses of any portion of the Skills Testing sequences that have already begun.

_____ **ISD EMPLOYEE(S) PERFORMANCE:** _____ ISD agrees that no portion of this agreement is or shall be interpreted as a guarantee or assurance the _____ ISD employees shall either be eligible for a Commercial Driver's License examination or shall pass and be issued a Texas Commercial Driver's License.

PROGRAM FUNDING: All funds necessary for the operation of this program, whether by the Denton ISD or the _____ ISD are allocated from the school district's annual fiscal budget, and from current available revenues.

TERM OF AGREEMENT: Term of this agreement is the current fiscal year of the Denton ISD

DISPUTES: Any dispute arising from the failure of either Denton ISD or _____ ISD to perform shall be submitted to mediation and may be appealed to the court of jurisdiction in Denton County. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

ASSIGNMENT: Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

NOTICES: All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier at the following addresses:

DENTON ISD ADDRESS:

James K. Wilson, III, Ed.D.
Denton ISD Superintendent

AND

Paul Andress
Denton ISD Executive Director of
Operations

1307 North Locust Street
Denton, Texas 76201
Telephone (940) 369-0002

230 North Mayhill Road
Denton, Texas 76201
Telephone (940) 369-0230

DISTRICT ADDRESS:

_____ Independent School District
_____, Texas _____

Telephone (____) ____ - _____

AUTHORIZED EXECUTION: The undersigned administrator or Trustee of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals as described below.

DENTON INDEPENDENT SCHOOL DISTRICT

_____ **INDEPENDENT SCHOOL DISTRICT**

Paul Andress,
Executive Director of Operations
Denton Independent School District

_____ Independent School District

EXECUTED on this

EXECUTED on this

Date: _____

Date: _____