

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FRISCO
INDEPENDENT SCHOOL DISTRICT APPROVING THE CDL
THIRD PARTY TESTING MEMORANDUM BETWEEN FRISCO
INDEPENDENT SCHOOL DISTRICT AND ANNA ISD**

WHEREAS, the Texas Government Code §§791.001 et seq. (the "Act") authorize units of local government to enter into interlocal agreements, including similar agencies of another state; and

WHEREAS, the Frisco Independent School District (the "District") and Anna ISD, parties (the "Parties") to the Participation Agreement, are local government units under the Act; and

WHEREAS, the District desires to reach an agreement with Anna ISD for the purpose of providing CDL skills testing for Anna ISD employees; and

WHEREAS, the District wishes to enter into that CDL Third Party Testing Memorandum for this purpose; and

WHEREAS, the Board of Trustees for the District has determined it is in the best interest of the District to enter into this CDL Third Party Testing Memorandum and to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT THAT:

Section 1: The above and foregoing recitals are true and correct and are incorporated into the body of this Resolution.

Section 2: That certain CDL Third Party Testing Memorandum is hereby accepted and approved in the form attached to this Resolution and incorporated herein by reference.

Section 3: The Board does hereby delegate authority and authorize the Superintendent of Schools to execute and cause to be delivered the CDL Third Party Testing Memorandum on behalf of the District.

Section 4: It is officially found and determined that the meeting at which this Resolution was considered was open to the public and public notice of the time, place and purposes of the meeting was given and posted as required by Chapter 551 of the Texas Government Code, as amended.

[Signature Page Attached]

PASSED, APPROVED AND RESOLVED by the Board of Trustees of the Frisco Independent School District, Frisco, Texas, on _____, at a duly constituted meeting for which notice was timely given.

Keith Maddox, President
Board of Trustees
Frisco Independent School District

ATTEST:

APPROVED AS TO FORM ONLY:

Dynette Davis, Secretary
Board of Trustees
Frisco Independent School District

Esther Kolni,
General Counsel
Frisco Independent School District



CDL THIRD PARTY TESTING MEMORANDUM OF UNDERSTANDING

THIS COMMERCIAL DRIVER'S LICENSE (CDL) THIRD PARTY TESTING MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into by and between **FRISCO INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "FISD") and [ANNA ISD] (hereinafter referred to as "Participating District"). This MOU is entered into pursuant to the Texas Department of Public Safety Memorandum of Understanding entitled Texas Commercial Driver License Third-Party Skills Testing attached hereto as "Exhibit A." Under this MOU, FISD shall provide certified CDL skills tests on behalf of the State of Texas in accordance with standards, guidelines and/or policies established by the Federal Motor Carrier Safety Regulation, the Texas Department of Public Safety ("DPS"), and state law. FISD and Participating District agree to the following:

1. **TESTING MOU:** FISD agrees to be the non-sole provider of CDL skills testing for employees at Participating District required to obtain or renew a CDL license ("CDL Testing"). CDL third-party testing is comprised of three parts known as: Vehicle Inspection, Basic Control Skills, and Road Test. FISD's transportation department ("FISD's Designated Responsible Person") will be responsible for providing CDL Testing to the employees of Participating District. Participating District agrees to refrain from training on the CDL Testing drive route.
2. **TERM:** The term of this Agreement will be for one (1) year from the last date listed below the signature line of this contract.
3. **CDL TESTING FEES:** Participating District shall pay fees associated with third-party CDL Testing (and re-testing, if applicable). No fees paid by Participating District shall be refunded if Participating District's employee fails any portion of the Testing. If the Participating District cancels at least Forty-Eight (48) hours prior to the CDL Testing, FISD shall refund the Participating District. Participating District shall provide payment via a check to FISD One (1) week prior to the examination. No refunds will be issued for cancellations less than forty-eight (48) hours prior to CDL Testing. FISD shall provide Participating District with a receipt of payment. Payment of any fees to FISD will not affect fees payable by the Participating District to the DPS for issuance of a driver's license. FISD does not issue driver's licenses and cannot guarantee issuance of a CDL nor in any way influence the DPS. The fees listed may be modified annually based on the cost of performing this service. Should any fee change as a result of DPS or other state policy during the term of this contract, FISD will provide written notice to Participating District of the new fee and the effective date for the change in fee.

Third Party CDL Test Fees	Class A	Class B
Full Exam (Initial or Re-Test)	\$150.00	\$150.00

Re-Test (Two portions or less)	\$100.00	\$100.00
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4. **SCHEDULING:** CDL Testing shall occur on Thursday, Friday and Saturday. Participating District shall email FISD's Designated Responsible Person no later than Five (5) days in advance of CDL Testing. FISD will send a confirmation email to the Participating District upon receipt of email.

5. **APPLICANT PRE-TEST REQUIREMENTS:** Participating District shall provide FISD's Designated Responsible Person with all of the following documentation pertaining to the CDL candidate prior to the commencement of the Vehicle Inspection, Basic Control Skills, and/or Road Test:
 - Clearly legible copy of candidate's valid driver's license
 - Clearly legible copy of candidate's valid Commercial Learner's Permit (CLP)
 - Current DOT Physical Certificate
 - Bus Safety Certification Card (If a temporary card has already been issued)
 - Contact Information Form as outlined in Exhibit "B"

FISD's Designated Responsible Person may decline a test request from an employee of the Participating District if their record indicates a Ten (10) point violation according to the DMV's driver record evaluation that may have been overlooked by the Participating District.

6. **APPLICANT POST- TEST REQUIREMENTS:** Upon successful completion of the CDL Testing, FISD's Designated Responsible Person shall schedule an appointment with the DPS for the employee of the Participating District. The employee of the Participating District shall pay the DPS for the driving test and pick up their temporary Class B license. Participating District shall provide FISD's Designated Responsible Person with a copy of all of the following documentation after the commencement of CDL testing:
 - Temporary license, no later than Two (2) days after the appointment with the DPS
 - Permanent license, no later than Six (6) weeks after passing the test
 - Bus Safety Certification Card

7. **VEHICLES USED FOR CDL TESTING AND DAMAGES:** Participating District shall properly transport the appropriate CDL vehicle that will be used for the test to and from FISD's testing site. Participating District's vehicle shall be properly licensed and insured, and proof of registration and insurance is required at the time of CDL testing. Participating District is liable for any and all damages caused by Participating District's employee to property or vehicles owned by FISD or employees employed by FISD during the CDL testing.

8. **CDL TESTING LOCATION:** FISD shall conduct CDL Testing at Memorial High School ("Primary Location") located at: 12300 Frisco St, Frisco, TX 75033. A secondary CL Testing route may be located at: 7411 1st Street Frisco, TX 75034 ("Secondary Location"). FISD may

change the location of the CDL testing, however, FISD shall provide advance written notice to the Participating District.

9. **APPLICABLE LAW AND VENUE:** This Agreement is made in Texas, and shall be governed by the laws of the State of Texas and all applicable provisions under that certain Agreement Between the Texas Department of Public Safety Driver License Division and a Commercial Driver License Third Party Tester, by and between FISD and DPS (the "DPS Agreement"). The parties hereto irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Collin County, Texas, for any action under this Agreement.
10. **TERMINATION:** This Agreement may be terminated at any time and for any reason by either party to this contract by providing 30 days written notice. Notice of such termination shall be in writing and shall be duly served when it is hand-delivered, or deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the organization contact identified in Section 9 of this Agreement. Should Participating District owe any fee to FISD upon contract termination, such fee must be paid within 30 days of Agreement termination or Participating District agrees to be responsible for any court costs or collection fees associated with billing or collection after the 30th day.
11. **FISD CANCELLATION:** FISD may be required to cancel the Testing due to inclement weather, Covid-19, or staff shortage. In the event FISD cancels the CDL Testing, FISD shall reschedule with the employee of the Participating District at the next available date and time according to the CDL Testing scheduled days within the district.
12. **CDL TEST ADMINISTRATION:** Participating District shall be scored using the Texas Department of Public Safety / CDL Skills Test Score Sheet under the provisions of the AAMVA CDL Examiner's Manual. The decision of FISD's third-party tester is final and cannot be appealed. The results of the CDL test will be forwarded via Commercial Skills Test Information Management System (CSTIMS) to the Texas Department of Public Safety within 24 hours of test completion.
13. **INDEMNIFICATION:** To the extent allowable by law, Participating District hereby indemnifies and holds FISD and FISD's affiliates and their respective officers, directors, agents, employees and contractors harmless from and against any and all third party claims, demands, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses for any asserted personal injury of any kind, any other injury, death of any person, or property damage or any kind, (collectively "claims") arising from the negligence or misconduct of Participating District or its officers, directors, agents, employees, or contractors occurring on campus or during any and all activities related to the Program regardless of location. In the event any action or proceeding shall be brought against FISD by reason of any such claim, Participating District shall defend the same at Participating District's expense. Counsel will be selected by Participating District's insurance carrier if the defense is provided under Participating District's insurance policy. In the event a Claim is determined by a court of competent jurisdiction to have been caused by the negligence of both Parties, the relative financial burden of the Claim shall be attributed equitably between the Parties in accordance with the principles of comparative negligence.
14. **INSURANCE:** Throughout the term of this MOU, Participating District shall maintain insurance coverage which does not exclude from coverage any person while taking the skills tests administered by the Third-Party Skills Testing Provider, any person suffering bodily injury

sustaining property damage as a result of a skills test administered by the Third-Party Skills Testing Provider, or any person employed by the Third Party Skills Testing Provider to administer skills tests.

15. **COVID-19 POLICY:** Participating District is required to sanitize the CDL vehicle 1 day prior to the CDL Testing. Participating District shall wear a mask during the CDL Testing and maintain a six-foot distance from the FISD individual conducting the CDL Testing.
16. **NOTICE CONTACTS:** The parties agree that notices and other communications under this Agreement shall be provided to the attention of the following persons identified:

FISD

For required notices under Section 7 and other official purposes:

To: Frisco Independent School District
Attn: Legal Affairs Department

Street Address: 5515 Ohio Drive
Frisco, Texas 75035

For operational purposes:

To: Frisco Independent School District
Attn: Jerad Castor, Managing Director of Transportation
Street Address: 10701 Dallas Pkwy
Frisco, Texas 75033

PARTICIPATING DISTRICT

To: ANNA ISD

Attn: Toby Tucker

Street Address: 151 W. Rosamond Pkwy
ANNA, TX 75409
972-924-1000

IN WITNESS WHEREOF, the parties have executed this Agreement on the last day listed below the signature lines below.

PARTICIPATING DISTRICT

School District

By (signature)

By (Name & Title)

Date: _____

Taxpayer ID Number:

FRISCO INDEPENDENT SCHOOL DISTRICT

BY: _____ Date _____
Keith Maddox
President of the Board of Trustees

EXHIBIT “B”

Employee Contact Form

First/Last Name
(As written on DL)

Date of Birth

Email

Phone No.

License No.

Current License
Class