

INTERLOCAL AGREEMENT FOR CDL THIRD-PARTY SKILLS TESTING

The Parties to this Interlocal Agreement ("Agreement") are the Celina Independent School District, an independent school district and political subdivision of the State of Texas ("Celina ISD"), and Sherman ISD, an independent school district and political subdivision of the State of Texas (Sherman ISD"), collectively referred to as the "Parties." The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

Recitals

WHEREAS, the Parties have identified common, legitimate public purposes in entering into this Agreement; and

WHEREAS, Celina ISD has been certified by the State of Texas as a Third-Party Skills Testing Provider for Commercial Driver's License ("CDL") applicants; and

WHEREAS, Celina ISD's employee has been certified by the State of Texas as a Third-Party Skills Test Program & Knowledge Test program Examiner for CDL applicants; and

WHEREAS, Sherman ISD desires for certain Sherman ISD employees to undergo CDL testing provided by Celina ISD.

NOW THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, the Parties agree as follows:

Terms and Agreement

1. General Purpose & Term

- 1.1 The purpose of this Agreement is for Celina ISD to provide Sherman ISD employees with education, training, and examination for a Texas CDL in exchange for the consideration described herein. The term of this Agreement is the current fiscal year of the Celina ISD, but this Agreement may be renewed for additional one-year terms upon the mutual written approval of both parties.

2. Responsibilities of the Parties

- 2.1 Celina ISD shall, pursuant to the terms of this Agreement and the Texas Administrative Code, Title 37, Public Safety and Corrections, provide education, training, and testing to Sherman ISD employees selected by Sherman ISD and approved by Celina ISD. Celina ISD reserves the right to refuse services to any Sherman ISD employee who does not meet the requirements for CDL testing, as set forth by statute and the Texas Department of Transportation (the "Department").

- 2.2 Prior to the receipt of services, Sherman ISD shall provide Celina ISD with the following information for each Sherman ISD employee selected to receive education, training, and testing under the terms of this Agreement:
- 2.2.1 Verification that the individual is a current Sherman ISD employee;
 - 2.2.2 Verification that the employee has a current Texas class "C" driver's license;
 - 2.2.3 Verification that the employee has been issued a Texas Commercial learner's permit.
 - 2.2.4 Verification that the employee has a current Department-certified medical examiner's certificate;
 - 2.2.5 A current (not more than thirty (30) days old) copy of the employee's driving record for the previous three (3) years;
 - 2.2.6 A copy of the employee's criminal background check; and
 - 2.2.7 Proof of the employee's domicile with sufficient documentation as required by Texas Administrative Code, Title 37, section 16.7.
- 2.3 Each participating employee shall adhere to Celina ISD's rules of conduct while participating in this program. If a participating employee fails to adhere to Celina ISD's rules of conduct, Celina ISD may, in its sole discretion, discharge the employee from the education, training, and/or examination program. Celina ISD shall notify Sherman ISD of any such discharge and provide Sherman ISD with copies of any documentation relevant to the discharge. Sherman ISD shall in no event be entitled to any refund of fees for any education, training, and/or examination sequences that have already begun.
- 2.4 Each Celina ISD employee who provides services under the terms of this Agreement shall have current Examiner's certifications and shall meet the Department's qualification requirements for examiners.
- 2.5 Celina ISD shall maintain its State of Texas Skills Testing Provider certificate as well as the certificate(s) of each Celina ISD Skills Testing Examiner at the Celina ISD Transportation Headquarters, 710 E Pecan, Celina, Texas 75009. Upon Sherman ISD's request, Celina ISD shall promptly provide Sherman ISD with copies of the above certificates.

Sherman ISD shall provide a school bus that is properly licensed and inspected and is

registered to Sherman ISD. Sherman ISD shall maintain bodily injury and property damage liability insurance coverage on the provided school bus in the amount of at least \$1,000,000. Upon request, Sherman ISD shall provide Celina ISD with a copy of the insurance certificate.

2.6 All Sherman ISD employees receiving services under the terms of the Agreement shall be covered by Sherman ISD's insurance.

2.7 Celina ISD shall provide an examination for a Texas CDL to all participating employees who have successfully completed all required education sequences.

2.8 Celina ISD shall maintain a basic control skills course and road test route that meets the requirements described in the CDL Skills Testing Manual.

2.9 **Fees-** Sherman ISD shall pay Celina ISD the following fees for services provided under this Agreement. All fees are due upon registration for services and shall be paid via a Purchase Order issued by Sherman ISD to Celina ISD. Any failure of Sherman ISD to submit its Purchase Order in a timely manner shall relieve Celina ISD from any duty or obligation of this Agreement. All fees paid under this Agreement shall be from current revenues available to Sherman ISD.

2.9.1 **Knowledge CLP Examination only: \$300/participant**

2.9.2 **ELDT Training for CDL B with Passenger and School Bus endorsements only, including Theory Class Training (Classroom), Range (Behind the Wheel), and Public Road (Behind the Wheel): \$500/participant**

2.9.3 **Knowledge CLP Exam, ELDT Training, CDL Preparation for TPST Exam, and one CDL Examination: \$1000 /participant.**

2.9.4 **CDL Examination only and any CDL Re-Examination:**
\$100/participant

2.9.5 **CLP Re-Examination: \$25.00/per exam**

3. **Miscellaneous:**

3.1 **No Waiver of Immunity.** Nothing in this Agreement shall be construed to waive any immunity from liability. The provisions of this Agreement shall not be construed as consent to suit by Celina ISD or Sherman ISD.

3.2 **Independent Contractor.** Celina ISD is and always shall be deemed to be an

independent contractor and shall be wholly responsible for the manner in which it determines which examiner is assigned to each participating employee and the way that Celina 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 Sherman ISD and Celina ISD or any of Celina ISD's agents or employees. Celina ISD assumes responsibility for the acts of its employees as they relate to services provided within the scope of their employment. Sherman ISD assumes responsibility for the acts of its employees during the course and scope of their employment. Celina ISD, its agents and employees, shall not be entitled to any rights or privileges of Sherman ISD employees and shall not be considered in any manner to be Sherman ISD employees. Sherman ISD, and its agents and employees, shall not be entitled to any rights or privileges of Celina ISD employees and shall not be considered in any manner to be Celina ISD employees.

- 3.3 **Oversight.** The Department of Public Safety Compliance Inspector retains the right to re-evaluate or re-examine any Sherman ISD employee tested by Celina ISD examiners at any time.
- 3.4 **Liability.** Neither party shall be liable for the actions of, or failure to act by, the other party or any officers, employees, invitees, agents, or assigns of the other party. Each party shall be solely responsible for any claim or cause of action arising out of any act, omission, or failure to act by the party or its agents, employees, officers, invitees, or assigns.
- 3.5 **Assignment.** Neither Party may assign, transfer, or subcontract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party.
- 3.6 **Merger.** This Agreement represents the entire agreement between the Parties. No prior or contemporaneous agreements or negotiations, oral or written, shall be considered part of this Agreement. If either Party wishes to amend the current Agreement, the Amendment must be in writing and signed by both parties.
- 3.7 **Choice of Law & Venue.** The provisions of this Agreement shall be governed by Texas Law, and the exclusive venue of any dispute under this Agreement shall be in Collin County, Texas.
- 3.8 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third (3rd) day following mailing via certified mail, return receipt requested, via United States Postal Service with proper postage affixed and addressed to the respective Party(ies). The designated person to receive and provide notice under this Agreement shall be the Superintendent of Schools for each Party at the addresses indicated below.

IN WITNESS WHEREOF, the Parties hereby execute and attest to this Agreement by their duly authorized representatives.

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the Parties by action on dates as indicated below, to be effective the _____ day of _____, 2026.

CELINA INDEPENDENT SCHOOL DISTRICT

205 S. Colorado
Celina, TX 75009

Date of Authorization:

By:

Superintendent of Schools

Sherman INDEPENDENT SCHOOL DISTRICT

207 N. Loy Lake Rd.
Sherman, TX 75090

Date of Authorization:

By:

Superintendent of Schools