

Stanwood Camano School District

TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXEC. DIRECTOR – BUSINESS SERVICES
SUBJECT : EDUCATIONAL SERVICE DISTRICT 112 - INTERLOCAL
AGREEMENT – DEPT. OF LICENSING EXAMINERS
DATE : SEPTEMBER 6, 2016
TYPE : ACTION NEEDED

Attached is an interlocal agreement with Educational Service District No. 112 to provide Washington State Department of Licensing (DOL) skills testing and fee remittal services for bus driver trainees needing a commercial drivers license (CDL). The CDL is required for school bus drivers. The DOL is no longer accepting payments for licensing from private citizens or school districts for school bus driving exams. ESD 112 will accept payments from districts. The district will have to collect the fees from individual trainees.

This is the only choice we have to obtain the necessary licensing for new trainees into the bus driving training program.

Recommendation:

We recommend the board **move to approve the Educational Service District No. 112 interlocal agreement for commercial drivers license skills testing fee payments.**



**EDUCATIONAL
SERVICE
DISTRICT 112**

**SERVICES AGREEMENT
FISCAL YEAR 2016-2017**

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 "ESD", and Stanwood-Camano School District No. 401, 26920 Pioneer Highway, Stanwood WA 98292, hereinafter referred to as the "District".

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.

Contract Number: 17122-226	Fee: \$110 per individual tested
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Contract Period Initial Term Starts: At Signing Date	Renewal Terms Contract shall remain in force unless amended or terminated under §4 and §5, respectively.
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This Agreement consists of this signature page and **Exhibit A, Terms & Conditions**. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

IN WITNESS WHEREOF, the District and ESD have executed this Agreement on the date and year indicated below.

STANWOOD-CAMANO SCHOOL DISTRICT

AUTHORIZED SIGNATURE:

DATE:

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE:

DATE:

ESD INFORMATION

REV ACCT NO: 7081 81 762
DEPT APPROVAL
BUDGET APPROVAL

SIGN DATE & RETURN TO:

Internal Accounting
Educational Service District No. 112
2500 NE 65th Avenue, Vancouver WA 98661
Email: districtcontracts@esd112.org

**EXHIBIT A
TERMS & CONDITIONS**

1. The District is contracting with ESD for delivery of Washington Department of Licensing (DOL) Commercial Driver License (CDL) Class B and C skills testing for new school bus driver applicants of the District. The provision of educational, instructional or specialized services is provided to improve student learning or achievement, offered under the authority granted in the Interlocal Cooperation Act, RCW 39.34.080 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035.
2. The District shall:
 - 2.1 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).
 - 2.2 Assist Driver Applicant in completing all applicable written DOL CDL general knowledge, school bus knowledge and applicable endorsement tests at a DOL Licensing Services Office (LSO) (www.dol.wa.gov), as part of the DOL School Bus Driver Licensing process.
 - 2.3 Purchase ESD skills test "Control Number" (no refunds) through ESD Regional Transportation as a prerequisite to scheduling initial skills test or scheduling a retest, if applicable. Control Numbers must be purchased by the District; ESD Control Numbers cannot be purchased by the Driver Applicant.
 - 2.4 Assist Driver Applicant in obtaining a Skills Test Results Form from a LSO
 - 2.5 Assist Driver Applicant in scheduling skills testing with an ESD-DOL Certified Third Party Examiner.
 - 2.6 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).
 - 2.7 Accompany the Driver Applicant to the skills testing site in accordance to prior scheduling arrangements made with the ESD-DOL Certified Third Party Examiner.
 - 2.8 If applicable, District 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 (ESD will not issue refunds).
 - 2.9 If applicable, District may recover initial skills test fee from the Driver Applicant in accordance with District policy and procedures and RCW 46.25.060, which allows applicant one free retest.
3. ESD shall:
 - 3.1 Invoice the District in the amount of \$110 per individual tested as services are delivered as requested by terms in Section 2 above. Invoices shall include the name(s) of individuals tested. ESD shall not invoice or receive skills test fees directly from Driver Applicants (see Sections 2.3 and 2.8).

- 3.2 Issue District and/or Driver Applicant an ESD Test Control Number authorizing an ESD-DOL Certified Third Party Examiner to administer a skills test to a Driver Applicant.
 - 3.3 Instruct DOL-Certified Third Party Examiners not to administer any skills test to any Driver Applicant in the absence of an ESD issued Control Number.
 - 3.4 Provide District with Evidence of Insurance Coverage for negligent acts, including blanket contractual liability coverage (**does not cover the test vehicle or vehicle related liability**).
 - 3.5 Upon request, provide school districts or state certified driver instructors a listing of ESD-DOL Third Party Examiners.
 - 3.6 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).
4. 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.
 5. This Agreement shall remain in force unless either of the contract parties notifies the other in writing thirty (30) days before the termination is to take effect, unless otherwise mutually agreed.
 6. ESD and the District agree to comply with all laws that prohibit discrimination on the basis of race, creed, religion, color, national origin, age, families with children, sex, gender expression or identity, honorably discharged veteran or military status, marital status, sexual orientation, or non-job-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for ESD may be directed to ESD at its address above.