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Agreement Summary
Driver Education Licensing Assistance Program
For A Florida Driver Education Administrator

In accordance with section 322.56, Florida Statutes, the Department of Highway Safety and Motor Vehicles authorizes the Driver Education Administrator named below to conduct driver license examinations as described in this agreement.

Driver Education Administrator:

Suwannee County School Board
Name of Organization

Contract # _____ Effective Date _____ Private ☐ Government ■

Ronnie Gray, Superintendent of Schools /Jennifer Barrs, Asst. Superintendent
Responsible Business or Agency Official (print name and title)

Florida Business or Agency Address:

1740 Ohio Ave. South
Mailing Address or P.O. Box

Live Oak	FL	32064
City	State	Zip Code

Location Address if different from mailing address

City	State	Zip Code

Authorizations for Driver License Examination Services (all applicants):

■ Class E Knowledge ■ Class E Driving Skills

Exam Sites:

School Suwannee High School Site # 1
School Branford High School Site # 2
School _____ Site # _____
School _____ Site # _____
School _____ Site # _____

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(Continuation of Exam Site Listing)

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

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DRIVER EDUCATION LICENSE ASSISTANCE PROGRAM
AGREEMENT BETWEEN THE

THE STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

(hereinafter the "Department")

AND

Suwannee County School Board

(hereinafter the "Driver Education Administrator")

This Agreement authorizes the above-named Driver Education Administrator to conduct driver license examinations on behalf of the Department.

NOW THEREFORE, the Department and the Driver Education Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following words and phrases shall have the meaning indicated:

A. Applicant – An individual who applies for an original non-commercial Florida Driver License and who will therefore be required to pass the applicable Class E Knowledge and/or Driving Skills examination. Applicants must be students attending a secondary education program or enrolled in a driver education class. Students between the ages of 15 and 18 years old must also meet the relevant school attendance requirements as stated in section 322.091, Florida Statutes (F.S.).

B. Automated Driver License Testing System (ADLTS) - A web-based system that facilitates the electronic administration of Class E driver license examinations and contains the official examination questions, images, scoring processes, and exam results.

C. Certificate – A document issued to a Driver Education Administrator verifying the Administrator is authorized to conduct an approved driver education examination program on behalf of the Department.

D. Class E Driver License – In Florida's classified licensing system, the non-commercial license type required to drive standard passenger vehicles and light trucks not requiring a higher license class, in accordance with section 322.54, F.S.

E. DELAP – Driver Education License Assistance Program.

F. Department – The Florida Department of Highway Safety and Motor Vehicles.

G. Driver Privacy Protection Act (DPPA) – Driver Privacy Protection Act, 18 United States Code, Sections 2721-2725, a federal law that prohibits release and use of Personally Identifiable Information except as otherwise specifically permitted by the Act.

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H. Driver Education Administrator – The Driver Education Administrator named above in this Agreement; a third-party administrator pursuant to section 322.56, F.S., that is responsible for a public or private secondary school, certified by the Department as authorized to conduct an approved DELAP examination program and issue electronic test waivers on behalf of the Department to Applicants in accordance with the requirements described herein.

I. Driver Education Specialist – An individual who is an employee of the Driver Education Administrator and who is certified to conduct driver license examination services in accordance with the terms of this Agreement.

J. Employee – an individual who annually receives from the Driver Education Administrator an Internal Revenue Service Form W– 2 or an independent contractor who has a written contract with a Driver Education Administrator and annually receives from the Driver Education Administrator an Internal Revenue Service Form 1099.

K. Exam Site – Any of the physical locations at which the Driver Education Administrator is authorized to conduct driver license examination services.,

L. Exam Site Number – A number assigned to the physical address of each exam site at which the Driver Education Administrator is authorized to conduct driver license exams.

M. Personal Information – Pursuant to section 119.0712(2)(b), F.S. and 18 U.S.C. §2725, identifying information found in a motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address (but not the 5 – digit zip code), telephone number, email address, and medical or disability information

N. Program – The driver education program comprised of the organizations, activities, and administrative functions that provide for approved driver license examination services by parties other than the Department under the terms of this Agreement.

2. **Term.** The term of this Agreement shall be for three (3) years beginning upon execution by the parties, unless this Agreement becomes inactive or is cancelled or terminated, pursuant to the terms of this Agreement.

3. **Legal Compliance.** The Driver Education Administrator must comply with section 322.56, F.S., with all other applicable statutes, with administrative rules of the State of Florida and the Department, and with all applicable local ordinances.

4. **The Department.** The Department will:

A. Permit the Driver Education Administrator to conduct the following driver license knowledge and/or skills exams for Applicants pursuant to the terms of this Agreement and applicable provisions of Chapter 322, F.S.:

Class E	Knowledge	■ Yes ☐ No
Class E	Driving Skills	■ Yes ☐ No

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B. Provide Department examination items, necessary forms and examination procedures for use by the Driver Education Administrator.

C. Consult with the Driver Education Administrator regarding laws, rules and procedures for conduct of the program established under this Agreement.

D. Administer and enforce the provisions of the Program and this Agreement.

5. **Employment of Driver Education Specialist.** The Driver Education Administrator must employ at least one Driver Education Specialist who has a valid Florida Department of Education Teacher Certification and a Driver Education endorsement.

6. **Place of Business.** The Driver Education Administrator must continuously maintain a place of business at each exam site specified in this Agreement which must include a permanent, regularly occupied space inside of a building located within the State of Florida and which meets all applicable federal, state, and local government building, zoning, safety and legal requirements.

7. **Mailing Address.** The Driver Education Administrator must maintain a permanent mailing address and provide this address to the Department.

8. **Facilities and Equipment.** The Driver Education Administrator must maintain, at each exam site specified in this Agreement, facilities and equipment approved by the Department which the Department determines are necessary for the types of driver license examination services authorized in Paragraph 4 of this Agreement.

9. **Curriculum Framework.** The Driver Education Administrator's curriculum must comply with the following requirements:

A. Qualifying driver education courses must follow the Florida Department of Education's curriculum framework and student performance standards.

B. Driver education courses qualifying a school district to participate in DELAP must be offered pursuant to Chapter 1003.48, F.S.

C. DELAP shall be included in a public or private secondary education program.

D. There are two Florida Department of Education driver education curriculum frameworks. Schools may choose to offer either or both of the following courses:

i. Driver Education/Traffic Safety Classroom 1900300

ii. Driver Education/Traffic Safety Classroom and Laboratory 1900310

10. **Class E Knowledge Examinations. For Class E Knowledge Examinations:**

A. The Driver Education Administrator must provide an indoor area suitable for Applicants to complete multiple-choice computer-based examinations utilizing the ADLTS application. No other system or examination questions may be used. In the event that the Department obtains a new examination system, the Third-Party Administrator agrees to use the new examination system within 90 days of availability.

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B. Applicants have up to three (3) attempts to successfully pass the Class E knowledge examination with a Driver Education Administrator. After three (3) unsuccessful attempts, the test must be taken at a state or tax collector driver license office.

C. The Driver Education Administrator shall ensure that knowledge examinations are conducted strictly in accordance with the procedures prescribed by the Department.

11. **Class E Driving Skills Examinations.** For Class E Driving Skills Examinations:

A. The Driver Education Administrator must provide an off-street area suitable for pre- examination inspection of the test vehicle. The instructor will conduct a pre-trip inspection of the vehicle prior to conducting any examination.

B. The Driver Education Administrator must provide a road examination route and alternate route or approved off-street examination range. All routes must be preapproved by the Department prior to use.

C. The Driver Education Administrator and/or the Driver Education Specialist must verify each applicant possesses a valid Florida learner's driver license prior to administering any Class E Driving Skills Examination.

D. Class E Driving Skills Examinations must be conducted by the Driver Education Administrator in the same manner as Class E Driving Skills Examinations given by state or tax collector driver license examiners. Driving Skills Examination results must be entered in the ADLTS application.

E. The Driver Education Administrator shall ensure that skills examinations are conducted strictly in accordance with the specifications and procedures prescribed by the Department and in accordance with applicable provisions of Rule 15A-1.015, Florida Administrative Code.

12. **Random Re-Examination.** All Applicants are subject to random selection for re-examination at the driver license or tax collector office prior to the issuance of any license. Failure to pass the random re-examination will require the Applicant to pass the driving skills examination prior to license issuance.

13. **Vehicles.** The Driver Education Administrator shall ensure that all vehicles used for examination, whether furnished by the Driver Education Administrator or by the applicant, meet applicable federal and state requirements for safe operating condition.

14. **Designated Responsibilities.** The Driver Education Administrator shall designate an individual representative with general responsibility for the Driver Education Administrator's compliance with this Agreement, and one separate individual representative with specific responsibility for operations at each of the Driver Education Administrator's separate exam sites. Nothing in this Agreement precludes designating the same individual to be responsible for both general compliance and for operations at one of the Driver Education Administrator's exam sites.

15. **Ineligibility.** Persons subject to suspension upon failing an examination and/or persons directed to appear for Department re-examination are not eligible for Driver Education examination under this Agreement. The Driver Education Administrator shall not offer or administer any examination to any such person.

16. **Driver Education Specialists.** The Driver Education Administrator shall employ at least one (1) Driver

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Education Specialist holding a valid certificate issued by the Department for the type(s) of examination(s) being conducted and permit only those employees who maintain current valid certificate(s) to conduct exams under this Agreement.

A. The Driver Education Administrator shall only employ or contract with teachers that are certified by the Florida Department of Education as Driver Education Instructors to teach a driver education curriculum.

B. The Driver Education Administrator shall not employ Driver Education Specialist who owns or operates any commercial driving school that serves as a provider for the Driver Education Administrator.

C. The Driver Education Administrator shall require each Driver Education Specialist employed by the Driver Education Administrator to participate in DELAP training or refresher training as required by the Department.

D. The Driver Education Administrator shall require each Driver Education Specialist employed by the Driver Education Administrator to conduct driver license examinations, keep records, and perform related administrative functions on behalf of the Driver Education Administrator strictly in accordance with applicable examination procedures.

17. **Driver Education Specialist Records Maintenance and Retention.** The Driver Education Administrator shall maintain a record of each Driver Education Specialist in the employ of the Driver Education Administrator. Each record shall contain documentation of the Driver Education Specialist's valid certification by the Department, status as an employee, Department or other official state driver record current within the past six months, home address, and telephone number. Each record shall be maintained for at least five years after the Driver Education Specialist leaves the employ of the Driver Education Administrator.

18. **Confidentiality.** The Driver Education Administrator shall ensure that no parties other than the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, and authorized representatives of the Department gain access to the Department's library of knowledge examination items. The Driver Education Administrator also shall ensure that knowledge examination questions are not revealed to any Applicant except during the administration of an examination to an Applicant.

19. **Applicant Records Maintenance and Retention.** The Driver Education Administrator shall maintain, at the approved Driver Education exam site, for a minimum of two years, the score sheets of each applicant for whom the Driver Education Administrator conducts the driving skills examination. If an approved Driver Education exam site is closed, the Driver Education Administrator must transfer such score sheets to another active, approved Driver Education exam site, maintain such score sheets at that location for the two years, and inform the Department, in writing, of such location and that such score sheets may be accessed at such location.

20. **Security of Program Materials.** The Driver Education Administrator shall:

A. Maintain strict security and accountability for all exam materials. Road test scoresheets will remain secured at the Driver Education Administrator's approved examination site(s) until needed.

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B. Have security requirements and standards consistent with section 282.318 F.S., Florida Administrative Code Rule 60GG-2 "Information Technology Standards", and the Department's security policies; and employ adequate security measures to protect the Department's information, applications, data, resources, and services.

C. Notify the Department, in writing via email or fax, of any known or suspected breaches of data immediately (but no later than two (2) hours after detection). The Provider shall comply with section 501.171, F.S., as well as Department procedures, in handling breaches or possible breaches of data. Section 501.171, F.S., includes the following requirements:

i. A written statement to be submitted to the Department providing the date and number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information.
ii. The statement shall indicate if the individuals whose personal information has been compromised have been notified and, if not, when they will notified.
iii. The statement shall include the corrective actions taken and the date these actions were completed by the Driver Education Administrator.

21. **Statutory Requirements of the Driver Education Administrator.** The Driver Education Administrator shall:

A. As to Examinations, Inspections, and Audits:

i. Allow the Department or its representatives to conduct any and all monitoring activities required by section 322.56, F.S.

ii. Provide unscheduled access to the approved driver education examination site(s), vehicles used for examination, Driver Education Specialist and applicant records as specified in this Agreement to representatives of the Department and the Department of Education.

ii. Provide representatives of the Department and the Department of Education with copies of all records required to be maintained under this Agreement, upon request.

iii. Allow the Federal Highway Administration, or its representative, and the Department, or its representative, to conduct random examinations, inspections, and audits without prior notice.

B. Allow representatives of the Department and the Department of Education to observe any applicant's examination, including those portions occurring inside vehicles.

C. Allow the Department to test, at least annually, a random sample of the driver approved by the Drive Education Administrator.

D. Comply with all provisions of section 119.0712(2), F.S., and the Driver Privacy Protection Act, 18 United States Code Sections 2721-2725 (DPPA) and ensure such information is only used for the purposes specified in this Agreement.

22. **Prohibited Hiring Practices.** The Driver Education Administrator shall not employee or engage the services of any current employee of the Department or of a county tax collector serving as a licensing agent of the Department, as a Driver Education Specialist, agent of the Driver Education Administrator or employee.

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23. **Applicant Assistance.** The Driver Education Administrator shall not permit any Driver Education Specialist, employee, agent of the Driver Education Administrator, or any other person to assist any driver license Applicant in a manner that provides unfair advantage in passing the knowledge examinations and/or Driving Skills examinations covered under this Agreement.

24. **Conduct Detrimental to the Department.** The Driver Education Administrator shall refrain from all conduct, and shall ensure that the Driver Education Administrator's employees refrain from all conduct, at all times, which is detrimental to the Department, which discredits the Department, or which adversely affects the Department's ability to carry out its statutory mission.

25. **Solicitation.** The Driver Education Administrator shall not permit any Driver Education Specialist, employee, or agent of the Driver Education Administrator to solicit any individual on any premises rented, leased or owned by the Department or by any tax collector.

26. **Guarantees.** No advertising by the Driver Education Administrator shall state or imply in any way that the Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing can for any Applicant:

A. Issue or guarantee issuance of a driver license;

B. Influence the Department in the issuance of a driver license; or

C. Obtain preferential or advantageous treatment from the Department.

27. **Endorsements.** The Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing shall refrain from communicating or indicating to anyone or in any setting, location or media that the Driver Education Administrator's program or driver education offerings or any other driver education program is approved, sanctioned, or in any other way endorsed by the Department. However, the Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing may communicate only that the Driver Education Administrator's Program or driver education offerings are "certified."

28. **Business Name.** The Driver Education Administrator shall not use any name in its advertising other than the Driver Education Administrator's name as stated in this Agreement, and shall not use the words "Florida Department of Highway Safety and Motor Vehicles", "Department of Highway Safety and Motor Vehicles", "FLHSMV", "state", "DMV" or any other words of similar import that are associated with the Department of Highway Safety and Motor Vehicles in any part of its name.

29. **Department Review.** The Driver Education Administrator must submit all advertising and promotional materials to the Department prior to any use of such materials, whether in print or broadcast form, or any other media and shall make any changes to such materials which are directed by the Department.

30. **Accommodating Applicants With Special Needs.** The Driver Education Administrator shall maintain the capability to accommodate applicants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, sections 553.501 – 553.513, F.S., and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, 42 USCS s.12101 et seq., known as

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the "Americans with Disabilities Act of 1990".

31. Certificates. The Driver Education Administrator shall prominently display the authorized Driver Education Administrator Certificate in all of its approved Driver Education exam site(s).

32. Indemnification. The Driver Education Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them related to or arising from this Agreement by reason of any negligent or wrongful act or omission of the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or an Applicant being examined by the Driver Education Administrator pursuant to this Agreement.

33. Required Insurance. Unless the Driver Education Administrator is an agency or entity of Florida's state government, an entity or agency of a unit of a Florida local government, a Florida school board, or Florida school district, the Driver Education Administrator shall obtain and maintain the following:

A. Commercial Automobile Liability insurance with the minimum limits of liability set forth below on all vehicles owned or leased by the Driver Education Administrator and used for examination of applicants or for other purposes related to or arising from this Agreement. This insurance shall include Hired and Non-owned Liability for all claims related to or arising from operations under this Agreement, regardless of whether such operations are performed by the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or Applicants using the vehicle(s) during the administration of an examination pursuant to this Agreement. Such coverage shall be maintained throughout the term of this Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Limits of Liability:	$1,000,000.00 Automobile Liability **Combined Single Limits to include** PIP/PDL/BIL.

B. Commercial General Liability insurance with the minimum limits of liability set forth below for the entire term of this Agreement. This insurance will provide coverage for all claims that may arise from the operations or activities related to or arising from this Agreement, regardless of whether such operations or activities are by the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or Applicants being examined by the Driver Education Administrator pursuant to this Agreement. Such insurance shall include a Hold Harmless agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles and must include the State of Florida as an Additional Named Insured for the entire length of the Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Limits of Liability:	$1,000,000.00 each occurrence $2,000,000.00 Aggregate.

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C. Workers' Compensation Insurance with the minimum limits of employers liability set forth below for all of its employees working in connection with this Agreement. Such coverage shall be maintained throughout the term of this Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Employers Liability Limits: $100,000.00 each accident
$500,000.00 policy limit
$100,000.00 each employee

All insurance coverage required to be obtained and maintained by the Driver Education Administrator pursuant to this Paragraph must be purchased from and countersigned by a Florida Resident Insurance Agent, must be provided by an insurance company holding a current Certificate of Authority issued by the Florida Office of Insurance Regulation, and must include a loss payable clause in favor of the State of Florida and the Department, naming the State of Florida and the Department as a co-insured.

The Driver Education Administrator shall continuously maintain a certificate of insurance evidencing the insurance coverage required by this Agreement and, upon the Department's request, provide a copy thereof to the Department.

34. Use of Applicant's Vehicle for Driving Skills Examination. If the Driver Education Administrator uses an Applicant's vehicle for conducting the Class E Driving Skills examination, the Driver Education Administrator shall ensure that such Applicant's vehicle is in compliance with the Motor Vehicle No-Fault Law and has the required coverage of $10,000.00 for Personal Injury Protection, in addition to $10,000.00 Property Damage Liability coverage, prior to conducting the Class E Driving Skills Examination. The Driver Education Administrator shall maintain records evidencing such insurance coverage.

35. Public Records Compliance.

A. Documents produced as a result of this Agreement shall be public records governed by the provisions of Chapter 119, F.S., and other applicable provisions of law.

B. The Driver Education Administrator agrees that the Department may unilaterally cancel this Agreement for refusal by the Driver Education Administrator to allow public access to all documents, papers, letters, or other material made or received by the Driver Education Administrator in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

C. The Driver Education Administrator shall, in addition to all other conditions of this Agreement:

i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services contemplated by the Agreement.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.;

iii. Ensure that public records that are exempt, or confidential and exempt, from public records

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disclosure requirements are not disclosed except as authorized by law.

iv. Upon completion of the Agreement, transfer, at no cost to the Department, all public records in possession of the Driver Education Administrator or keep and maintain public records required by the Department to perform the service. If the Driver Education Administrator transfers all public records to the Department upon completion of the Agreement, the Driver Education Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Driver Education Administrator keeps and maintains public records upon completion of the Agreement, the Driver Education Administrator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.

D. Pursuant to subsection 119.0701(3), F.S., in the event the Driver Education Administrator fails to comply with the Department's request for records, the Department will enforce all Agreement provisions related to public records requests by assessing the following:

i. First violation - $100 penalty
ii. Second violation - $250 penalty
iii. More than two (2) violations - $500 penalty or Agreement termination, depending upon the nature of the records violation.

E. The Driver Education Administrator may be subject to penalties under section 119.10, F.S., for a failure to provide public records to the Department within a reasonable time.

IF THE DRIVER EDUCATION ADMINISTRATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DRIVER EDUCATION ADMINISTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, PUBLIC RECORDS COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399.

36. **Miscellaneous Notifications.** The Driver Education Administrator shall:

A. Notify the Department in writing not later than 30 days prior to any change in the Driver Education Administrator's organizational name, school name, or address or of any transfer or change of the ownership of or the control over the operations of the Driver Education Administrator.

B. Notify the Department in writing not later than ten (10) calendar days after changes in the individual(s) designated to represent the Driver Education Administrator under Paragraph 58 of this Agreement.

C. Notify the Department in writing not later than ten (10) calendar days after changes in Driver Education Specialists employed by the Driver Education Administrator.

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D. Notify the Department in writing not later than (10) days prior to the Driver Education Administrator ceasing business operations at an approved Driver Education exam site.

E. Notify the Department in writing not later than five (5) calendar days after becoming aware of actions by any employees of the Driver Education Administrator that may violate the terms of this Agreement.

F. Notify the Department in writing not later than ten (10) calendar days after a Driver Education Specialist employed by the Driver Education Administrator leaves the employ of the Driver Education Administrator.

37. Amendments. This Agreement may be amended only by the mutual consent of the parties in writing and signed by a duly authorized representative of each party. No verbal representation, interpretation, or commitment by the Driver Education Administrator or the Driver Education Administrator's agents, employees, or, Driver Education Specialists or by any officer, agent, representative, or employee of the Department, either before or after the execution of this Agreement, shall affect or modify any of the provisions in the Agreement, unless the representatives' interpretation, commitment, or representation is expressly stated in this Agreement or in a written amendment to this Agreement, signed by a duly authorized representative of each party.

38. Amendments to Comply with Changes to Federal or State Law. The Driver Education Administrator agrees to accept and sign any amendment to any provision of this Agreement, if the amendment is set forth in writing, is necessitated by a change in state or federal law, and is requested by the Department. The Driver Education Administrator shall execute such an amendment upon request of the Department.

39. Non-Assignability. This Agreement and the Driver Education Administrator certification are not assignable by the Driver Education Administrator, either in whole or in part, including, but not limited to, by subcontract or by any transfer or change of the ownership of or the control over the operations of the Driver Education Administrator.

40. Release and Enforceability. A release of any provision of this Agreement by either party shall not act as a release of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this Agreement.

41. Posting of Fees. Any fee charged to applicants for exams conducted under this Agreement shall be prominently posted in a publicly accessible area at the Driver Education Administrator's approved Driver Education exam site(s). Any fee for exams conducted under this Agreement shall be uniformly charged to all Applicants. Acceptance of gratuities or other forms of payment in addition to the posted fee is prohibited.

42. Additional Information to Be Posted. The following information shall be prominently posted in a publicly accessible area at each approved Driver Education exam site:

A. Payment of any fees to the Driver Education Administrator will not affect fees payable by the Applicant to the Department for issuance of a driver license.

B. The Department may re-examine a random sample of the drivers approved by the Driver Education Administrator for licensure.

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C. The Driver Education Administrator does not issue driver licenses and cannot guarantee the issuance of a driver license nor in any way influence the Department in the issuance of a driver license.

43. Records Retention.

A. The Driver Education Administrator shall maintain all contractual agreements related hereto for a period of five (5) years, with the records retention period to start upon termination or expiration of this Agreement.

B. The Driver Education Administrator shall make all records available for inspection or audit by the Department at any time during normal business hours.

44. Inspector General. Pursuant to section 20.055, F.S., the Driver Education Administrator, and any subcontractor, understands and shall comply with its duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

45. Scrutinized Companies. The Department may, at its option, terminate this Agreement if the Driver Education Administrator is found to have submitted a false certification as provided under section 287.135(5), F.S.; or is found to found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

46. Compliance with Immigration and Nationalities Act. The Driver Education Administrator shall comply with Section 274Aof the Immigration and Nationality Act. The Department shall consider the employment by any contractor of unauthorized aliens a violation of this Act. If the Driver Education Administrator knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Driver Education Administrator shall include a provision identical to this Paragraph in any contracts or subcontracts with private organizations entered by the Driver Education Administrator to implement this Agreement.

47. Use of the E-Verify System Required. The Driver Education Administrator and any subcontractor(s), if applicable, shall comply with the requirements of section 448.095, F.S., regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees.

48. Service Requirements. The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Agreement. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Agreement are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively, which it deems are necessary to protect the best interests of the State of Florida.

49. Required Reports - If applicable, the Driver Education Administrator shall comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Driver Education Administrator's most recent IRS Form 990, *Return of Organization Exempt from Income Tax.*

50. Inactive Status. The Driver Education Administrator's examination authority under this Agreement will be deemed inactive by the Department upon the request of the Driver Education Administrator or

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upon failure of the Driver Education Administrator to employ at least one certified Driver Education Specialist under employment as specified in Paragraph 16, Driver Education Specialists.

A. The Department will provide written notification of inactive status.
B. Examination authority under Agreements deemed inactive may be restored upon request of the Driver Education Administrator and verification by the Department that all requirements for compliance with the original agreement have been reestablished.

51. **Suspension.** The Driver Education Administrator's examination authority at one or more exam sites of the Driver Education Administrator may be suspended in accordance with Paragraph 54 of this Agreement. The Department will provide written notification of suspension.

52. Cancellation.

A. Either party to this Agreement may cancel this Agreement for any reason by providing 60 days written notice of cancellation to the other party.

B. Except if the Driver Education Administrator is an agency or entity of Florida's state government, an entity or agency of a unit of Florida local government, a Florida school board, or Florida school district, the Department may cancel this Agreement upon change to the identity of the Driver Education Administrator, changes in the business name of the Driver Education Administrator, changes in the administrative control or ownership of the Driver Education Administrator, or changes in the officer or employee of the Driver Education Administrator who executed this Agreement.

53. Termination –

A. The Department reserves the right to terminate this Agreement immediately upon determining that continued performance by the Driver Education Administrator, or a Driver Education Specialist employed by the Driver Education Administrator, would endanger the public health, safety or welfare.

B. The Department also may terminate examination authority for one or more exam sites in accordance with Paragraph 35 D. or Paragraph 55 B., C. or D. of this Agreement.

C. The Department may terminate this Agreement immediately upon determining that the Driver Education Administrator, or a Driver Education Specialist employed by the Driver Education Administrator, has done one or more of the following:

i. Failed to comply with or satisfy any of the provisions of this Agreement;
ii. Falsified any record or information required under this Agreement;
iii. Was criminally arrested for or committed an act that, in the opinion of the Department, compromises the integrity of the Program;
iv. Failed to file a certificate of insurance or self-insurance or has failed to maintain required insurance coverage, unless said Driver Education Administrator is a Government entity; or
v. Refused to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Driver Education Administrator in conjunction with this Agreement.

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54. Penalties for Non-compliance. The penalties for specific forms of non-compliance with this Agreement are defined and applied as follows:

A. Administrative Non-Compliance – Failure to meet requirements for reporting, notifications, record keeping, and similar acts that do not compromise examination integrity or public safety.

i. First Occurrence: Written Reprimand
ii. Repeated Occurrence: 30 day suspension of examination authority at applicable exam site(s)

B. Minor Discrepancy in Exam Procedure – Failure to properly administer a required portion of an otherwise complete exam procedure, such as omission of a required maneuver.

i. First Occurrence: 30 day suspension of examination authority at applicable exam site(s)
ii. Repeated occurrence: Termination of examination authority

C. Major Discrepancy in Exam Procedure – Failure to include all required parts of an exam procedure, such as omission of a required maneuver.

i. First Occurrence: 45 day suspension of examination authority at applicable exam site(s)
ii. Repeated Occurrence: Termination of examination authority

D. Fraud – Abuse of authorities granted under this Agreement.

i. First Occurrence: Termination of this Agreement

The Department will have sole discretion to determine the occurrence and the level of the violations defined above, and to apply associated penalties. Nothing in this Section limits application of provisions for termination or cancellation as deemed appropriate.

55. Construction of the Agreement.

A. This Agreement shall be construed in accordance with the laws of the state of Florida.

B. Wherever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Agreement.

56. Venue. Venue for any action related to this Agreement shall be in Leon County, Florida.

57. Dispute Resolution.

A. The sole and exclusive means for the resolution of all claims, disputes, or controversies related to or arising from this Agreement, including, but not limited to, a decision by the Department to terminate this Agreement, is pursuant to proceedings conducted pursuant to sections 120.569 and 120.57, F.S.

B. The Department shall provide the Driver Education Administrator with written notice of the Department's intended action pursuant to this Agreement

C. The Department's intended action shall be final and conclusive unless, within twenty-one (21) days after the date of receipt of notice of the Department's intended action, the Driver Education

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Administrator files with the Department a written request for an administrative hearing pursuant to section 120.569 and 120.57, F.S. If the Driver Education Administrator fails to file with the Department a request for an administrative hearing within twenty-one (21) days after receipt of notice of the Department's intended action, the Driver Education Administrator shall have waived the right subsequently to request a hearing on such matters.

D. The Department's decision following any administrative hearing shall be final, subject only to the Driver Education Administrator's right to review pursuant to section 120.68, F.S.

58. **COMMUNICATION.** This Driver Education Administrator and the Department designate the following to receive all written notices and communications pursuant to this Agreement:

REPRESENTING THE DRIVER EDUCATION ADMINISTRATOR

Name: Jennifer Barrs

Title: Ast. Superintendent of Curriculum

Address: 1740 Ohio Ave. S

City/State/Zip: Live Oak, FL 32064

Telephone: 386-647-4600

Facsimile: N/A

Email: jennifer.barrs@suwannee.k12.fl.us

REPRESENTING THE DEPARTMENT

Name: Kathy Daws

Title: Program Manager

Address: 2900 Apalachee Parkway

City/State: Tallahassee, Florida

Telephone: (850) 617-2490

Facsimile: N/A

Email: kathydaws@flhsmv.gov

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ADMINISTRATOR/ORGANIZATION: Suwannee County School Board

NAME OF SIGNATORY: Ed DaSilva / Ronnie Gray /Jennifer Barrs

TITLE: Board Chair /Superintendent of Schools /Asst. Superintend. of Curriculum

SIGNATURE:

DATE: MAY 27 2025 5/30/25

"Approved as to Form and Sufficiency
BY
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

BY: Florida Department of Highway Safety and Motor Vehicles

NAME OF SIGNATORY: Mark Hernandez

TITLE: Chief, Bureau Purchasing & Contracts

SIGNATURE: Signed by: Mark Hernandez 4057FC0DDCB8421...

DATE: June 5, 2025