

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

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

Driver Education Specialist:

Name

Driver License Number

Telephone Number

Specialist Testing ID Number

Effective Date

Address:

Mailing Address or P.O. Box

City

State

Zip Code

Email Address

Authorizations for Driver License Examination Services (all Applicants):

Class E Knowledge

Class E Driving Skills

Applicant's Most Recent History of Employment with a Driver Education Administrator(s):

Name _____ Contract # _____

Starting Date _____ Ending Date _____

Name _____ Contract # _____

Starting Date _____ Ending Date _____

Name _____ Contract # _____

Starting Date _____ Ending Date _____

**DRIVER EDUCATION LICENSE ASSISTANCE PROGRAM
AGREEMENT BETWEEN THE

THE STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**

(hereinafter the "Department")

AND

(hereinafter the "Driver Education Specialist")

This Agreement authorizes the named Driver Education Specialist to conduct driver license examinations on behalf of the Department while employed by a Driver Education Administrator.

NOW THEREFORE, the Department and the Driver Education Specialist, 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 Exams. 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 exams and contains the official examination questions, images, scoring processes, and exam results.

C. Certificate – A document issued to a Driver Education Specialist verifying the Specialist s authorized to conduct driver license examinations 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 a in accordance with section 322.54, F.S.

E. DELAP – Driver Education License Assistance Program.

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

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

H. Driver Education Administrator – A third-party administrator as referenced in section 322.56, F.S.,

and the governing authority 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 driver license Applicants in accordance with the requirements described herein. A private school or government entity, defined as a Driver Education Administrator, must be authorized by the Department and accept responsibility for the performance of all of its subdivisions conducting driver education examination services under this Agreement.

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

J. Driver License Examiner – An individual who is employed by the Department in accordance with section 322.13, F.S. and is trained to conduct driver license knowledge and skill examination.

K. Employee – an individual who annually receives from a 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 an Internal Revenue Service Form 1099.

L. 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.

M. Exam Site – Any of the physical locations at which the Driver Education Administrator is authorized to conduct driver license examination services, as designated in an Appendix to this Agreement.

N. 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.

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 Specialist 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 Specialist to conduct the following driver license knowledge and/or skills exams for all Applicants pursuant to the terms of this Agreement and applicable provisions of Chapter 322, Florida Statutes:

- | | | | |
|---------|----------------|------------------------------|-----------------------------|
| Class E | Knowledge | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Class E | Driving Skills | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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

C. Provide consultation to the Driver Education Specialist regarding laws, rules and procedures for conduct of the program established under this Agreement.

D. Administer and enforce the provisions of the Program.

5. APPLICATION AND ELIGIBILITY. The Driver Education Specialist must maintain, as a condition of continued certification, the following qualifications:

A. Be at least 21 years of age.

B. During the past ten (10) years have no criminal convictions for offenses bearing on his or her ability to fill a position of trust as a Driver Education Specialist, including but not limited to:

i. alcohol or drug-related offenses,

ii. any felony, or

iii. any misdemeanor involving dishonesty or false statement.

Driver Education Specialists must report any criminal charges arising after the effective date of this Agreement to the Department and to the school principal where employed within 48 hours of an arrest.

C. Possess a valid Florida Class A, B, C or E driver license.

D. Possess a valid teaching certificate not subject to an administrative suspension, revocation or cancellation by the Florida Department of Education; and have successfully completed the Department of Education approved training program(s) applicable to the type(s) of driver license examination services being conducted. Driver Education Specialists must be certified by the Department of Education as a Driver Education Instructor to teach the driver education curriculum and must have this endorsement on their teaching certificate.

E. Not be an employee of the Department or of a county tax collector serving as a licensing agent.

F. Within the last three years, have had no driver license cancellations, suspensions, revocations, or court or Department ordered driver improvement actions.

G. Not own, operate or instruct in any commercial driving school that serves as a provider for the Driver Education Administrator's driver education curriculum.

6. Applicant Assistance. The Driver Education Specialist shall not assist any driver license Applicant in a manner that provides unfair advantage in passing the knowledge and/or skills exams covered under this Agreement.

7. Conduct Detrimental to the Department. The Driver Education Specialist shall 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 assigned mission.

8. Solicitation. While on premises rented, leased or owned by the Department, any tax collector, or any of the Department's agents, the Driver Education Specialist will not solicit any individual to be an Applicant in

any Driver Education examination program.

9. Guarantees. No advertising by the Driver Education Specialist shall state or imply in any way that the Specialist or anyone on the Specialist's behalf can:

- 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.

10. Endorsements. The Driver Education Specialist shall refrain from communicating or indicating to anyone or in any setting, location or media that the program or driver education offerings of the Driver Education Administrator employing the Driver Education Specialist or any other driver education program is approved, sanctioned, or in any other way endorsed by the Department. However, the Driver Education Specialist, or anyone acting on behalf of any of the Driver Education Specialist, may communicate only that such program or driver education offerings are "certified."

11. Department Review. The Driver Education Specialist must perform the services permitted by this Agreement only while employed by, and on behalf of, a Florida Driver Education Administrator certified by the Department to administer an approved Program.

12. Mailing Address. The Driver Education Specialist must maintain a permanent mailing address and provide it to the Department. The Driver Education Specialist must notify the Department in writing within 15 calendar days of any change in the Driver Education Specialist's legal name or mailing address.

13. Training. The Driver Education Specialist must participate in DELAP training or refresher training as required by the Department.

14. Curriculum to be Employed. The Driver Education Specialist must use a Driver Education Administrator's curriculum that must:

- A. Follow the Florida Department of Education's curriculum framework and the school board's pupil progression plan.
- B. Be offered, pursuant to Chapter 1003.48, F.S.
- C. Be included in a public or private secondary education program.
- D. Utilize one or both of the Florida Department of Education driver education curriculum frameworks:
 - i. Driver Education/Traffic Safety Classroom 1900300
 - ii. Driver Education/Traffic Safety Classroom and Laboratory 1900310

15. Class E Knowledge Examinations.

- A. The Driver Education Specialist must use the indoor area provided by the Driver Education Administrator employing the Driver Education Specialist and which is suitable for Applicants to complete multiple-choice computer-based exams utilizing the ADLTS application. No other system or examination questions may be used. In the event the Department obtains a new examination system,

the Third-Party Administrator agrees to use the new examination system within 90 days of availability.

B. Applicants have up to three (3) attempts to successfully pass the Class E knowledge exam. After three (3) unsuccessful attempts the examination must be taken at a state or tax collector office.

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

16. For Class E Driving Skills Examinations. For Class E Driving Skills Examinations:

A. The Driver Education Specialist must use an off-street area suitable for pre-examination inspection of the test vehicle provided for such purpose by the Driver Education Administrator employing the Driver Education Specialist. The instructor will conduct a pre-trip inspection of the vehicle prior to conducting any examination.

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

C. The Driver Education Specialist and/or the Driver Education Administrator employing 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 Specialist 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 Specialist 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.

17. 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 Specialist shall not offer or administer any examination to any such person.

18. Confidentiality. The Driver Education Specialist must 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 knowledge examination. The Driver Education Specialist must also ensure that knowledge examination questions are not revealed to Applicants except during the administration of the exam.

19. Proof of Completion. Only the Driver Education Specialist who administered the skills exam(s) may upload the exam results, A Driver Education Specialist may not authorize another person to do so on their behalf.

20. Limitation on Offering Examinations. The Driver Education Specialist must only examine Applicants currently enrolled in a driver education class at the site authorized by the Driver Education Administrator.

21. Security of Program Materials. The Driver Education Specialist must maintain strict security and accountability for all exam materials Any road test scoresheets will remain secured at the Driver Education Administrator's approved examination site(s) until needed.

22. Department Monitoring. Driver Education Specialists must:

- A. Allow the Department or its representatives to conduct all monitoring activities required by section 322.56, F.S.
- B. Provide the Department or its representative and the Department of Education access without notice to the approved Driver Education examination site(s), vehicles used for examination, and Driver Education Specialist and Applicant records as specified in this Agreement.
- C. Provide, upon request, the Department or its representatives and (except as provided in Paragraph 18 above) the Department of Education with copies of all records required to be maintained under this Agreement.
- D. Allow the Department or its representatives and the Department of Education to observe any applicant's examination, including those portions occurring inside vehicles.
- E. Comply with all provisions of section 119.0712(2), F.S., and the Driver's 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.

23. Certificates. The Driver Education Specialist must prominently display the authorized Driver Education Administrator Certificate at all approved Driver Education examination site(s).

24. 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 Specialist agrees that the Department may unilaterally cancel this Agreement for refusal by the Driver Education Specialist to allow public access to all documents, papers, letters, or other material made or received by the Driver Education Specialist 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 Specialist 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

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 Specialist 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 Specialist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Driver Education Specialist keeps and maintains public records upon completion of the Agreement, the Driver Education Specialist 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 Specialist 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 Specialist 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 SPECIALIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DRIVER EDUCATION SPECIALIST'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.

25. Records Retention. The Driver Education Specialist shall make all records available for inspection or audit by the Department during normal business hours.

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

27. Notifications. The Driver Education Specialist must notify the Department in writing within ten (10) calendar days of any changes in his or her employment status with a Driver Education Administrator.

28. 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.

29. Amendments to Comply with Changes to Federal or State Law. The Driver Education Administrator agrees to accept 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.

30. Non-Assignability. This Agreement and the Driver Education Specialist certification are not assignable by the Driver Education Administrator or the Driver Education Specialist, 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.

31. 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.

32. Additional Information to Be Posted. The following information must be prominently posted at the approved Driver Education exam sites:

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.

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 regarding the issuance of a driver license.

33. Inactive Status. The Driver Education Specialist's examination authority will be deemed inactive upon the written request to the Department by the Driver Education Specialist or upon the failure of the Driver Education Specialist to be employed by a Florida Driver Education Administrator certified by the Department to administer an approved driver license examination program or upon the failure of the Driver Education Specialist fails to administer six (6) exams under this Agreement for a period of 12 months.

A. The Department will provide written notification to the Driver Education Specialist of their inactive status and outline what is needed to return to active status.

B. Examination authority under agreements deemed inactive may be restored upon request of the Driver Education Specialist and verification by the Department that all requirements for compliance with the original agreement have been reestablished.

34. Suspension. The Driver Education Specialist's examination authority may be suspended in accordance with Paragraph 37 of this Agreement. The Department will provide written notification of suspension.

35. Cancellation. Either party to this Agreement may cancel this Agreement for any reason by providing

60 days written notice of cancellation to the other party.

36. Termination.

A. The Department may terminate this agreement immediately upon determining that continued performance by the Driver Education Specialist would endanger the public health, safety or welfare.

B. The Department may terminate this Agreement immediately upon determining that the Driver Education Specialist:

- 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; or
- iv. 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 Specialist in conjunction with this Agreement.

37. Penalties for Noncompliance. 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 (e.g., 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 (e.g., failure to include all required parts of an exam procedure, such as omission of a required maneuver, failure to use an approved examination route, or use unsafe vehicles for examinations).

- i. First Occurrence: 45-day suspension of examination authority
 - ii. Repeated Occurrence: Termination of examination authority
- D. Fraud – Abuse of authorities granted under this Agreement. 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 where deemed appropriate.

38. 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.

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

40. 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 Specialist 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 Specialist 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 Specialist 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 Specialist 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 Specialist's right to review pursuant to section 120.68, F.S.

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

REPRESENTING THE DRIVER EDUCATION
SPECIALIST

REPRESENTING THE DEPARTMENT

Name: _____

Name: _____

Title: _____

Title: Program Manager

Address: _____

Address: 2900 Apalachee Parkway

City/State: _____

City/State: Tallahassee, Florida

Telephone: _____

Telephone: (850)617-2490

Facsimile: _____

Facsimile: _____

Email: _____

Email: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date listed below.

NAME OF SIGNATORY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

BY: Florida Department of Highway Safety and Motor Vehicles _____

NAME OF SIGNATORY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____