



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
 DRIVER AND VEHICLE SERVICES
 2830 Cutters Grove Ave., Suite 108
 Anoka, MN 55308

Brad Hickerson, Exam Services Coordinator
 bradley.j.hickerson@state.mn.us or Fax: (651) 797-1563

Bilateral Agreement for School Bus Third Party Testing

This bilateral agreement is between the Driver and Vehicle Services approved third party testing program

and

 (Name of the approved third party testing program)

 (Name of school district or bus company)

This agreement allows _____ to administer Commercial Driver

 (Name of approved third party testing program)

License (CDL) road tests for Class B commercial driver's license, with the school bus and passenger endorsements, to newly-employed school bus drivers at

 (Name of School district or bus company)

This agreement does not supersede any of the third party testing program requirements in Minnesota Rules 7411.6000-7411.6540. This bilateral agreement will cease when: 1) Driver and Vehicle Services receives, from either party named in this agreement, a written request to cancel the agreement; or 2) the approval status is rescinded for the third party testing program by Driver and Vehicle Services.

The Driver and Vehicle Services approved third party testing program,

 (Name of school district or bus company)

must comply with the following when administering CDL road tests for employees of _____:

1. Use certified third party testers employed by the approved third party testing program in compliance with Minnesota Rule 7410.6260;
2. Use approved routes for the CDL road test in compliance with Minnesota Rule 7410.6280 and 7410.6500, subpart 2;
3. Inform each test applicant that test results are contingent upon remaining employed with

_____ for three (3) months following the test date and that state of Minnesota

 (Name of school district or bus company)

examiners may retest the driver per Minnesota Rule 7410.6460, subpart 5;

4. Submit test notification prior to the road test in compliance with Minnesota Rule 7410.6340;
5. Retain separate files of the testing and employment records of test applicants for both

and

in

 (Name of approved third party testing program)

 (Name of school district or bus company)

compliance with Minnesota Rule 7410.6480; and

6. Refrain from charging any fees in addition to the cost of the certified third party testers time to administer the CDL road test.

Indemnification: The school district or company whose employees are being tested by the approved third party testing program shall agree to indemnify and hold harmless the state and all state officers, employees and agents of the state from and against all claims, losses, damages, costs and other proceedings made, sustained, brought or prosecuted in any manner based on or occasioned by or attributive to any injury, infringement, or damage rising from any act or omission of the third party testing program or the program's employees in the performance of testing duties per Minnesota Rule 7410.6320.

This bilateral agreement between _____ and _____

_____ is dependent upon approval by the Commissioner of Public Safety per Minnesota Statutes § 171.3213. A copy of this signed bilateral agreement in conjunction with an approval letter from Driver and Vehicle Services Division of the Minnesota Department of Public Safety is documentation of approval.

(Name of approved third party testing program)

With delegated authority

Print Name: _____

Signature _____

Title: _____

Date: _____

(Name of school district **or** bus company)

With delegated authority

Print Name: _____

Signature: _____

Title: _____

Date: _____

Department of Public Safety; Driver and Vehicle Services Division

With delegated authority

Print Name: _____

Signature: _____

Title: _____

Date: _____