STATE OF CALIFORNIA
DMV
Department of Motor Vehicles

EMPLOYER TESTING PROGRAM AGREEMENT

Employer Number_____
Insert Correct Number

1. This Agreement is between the Department of Motor Vehicles, hereinafter referred to as DMV, and _____, hereinafter referred to as the Employer, for the purpose of DMV accepting Certificates of Driving Skill issued by the Employer in lieu of a driving test for Commercial Class A or B driver license applicants when the applicant is employed by the Employer and the applicant has met the other requirements for the license for which he or she is applying.
2. This Agreement and the employer number issued to the Employer by DMV shall expire at the same time. The term of expiration shall be three years.
3. This Agreement is subject to acts of the Federal Government pursuant to the Commercial Motor Vehicle Safety Act of 1986, which may affect the provisions or terms of this Agreement, and to any restrictions, limitations, or conditions enacted by the California State Legislature and any regulations promulgated pursuant thereto which may affect the provisions or terms herein in any manner.
4. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. This Agreement is subject to the right of either party to terminate the Agreement at any time without cause by giving the other party at least thirty (30) days prior notice of such termination.
6. The Employer shall initiate and maintain a bond as defined in *California Code of Regulations*, Title 13, Division 1, Chapter 1, Article 2.1 – Commercial Driver Licenses, Employer Testing Program, §25.23. Employer Testing Program Surety Bond Requirements. Exception: An Employer that is a government entity is not required to maintain a bond.
7. The Employer shall have all required skills test conducted by a certified examiner, as defined in *California Code of Regulations*, Title 13, Division 1, Chapter 1, Article 2.1 – Commercial Driver Licenses, Employer Testing Program, §25.22. Examiner Certification and Responsibilities.
8. Drive test requirements for issuance of a Certificate of Driving Skill:
   a. The Employer shall submit a schedule of commercial driver license skills test appointments to DMV at least two business days in advance of the test.
   b. The skills test given by the Employer to those drivers issued a Certificate of Driving Skill must meet the road test route requirements and skills test standards established by DMV to test commercial drivers. These requirements and standards are provided to each examiner during his/her training class.

      DMV will also provide a sample of the skills test score sheet the Employer is required to use to record and evaluate the driver's performance on the test. The score sheets, DL 65 ETP Part I and DL 65 ETP Part II, are also provided to each examiner during his/her training class.
   c. The Employer shall issue Certificates of Driving Skill only to employees of the Employer who are: (1) employed by the Employer at the time of training, testing, and certification and (2) required by law to hold a commercial driver license (CDL) to operate commercial vehicles in the course of employment with this Employer.
   d. The Certificate of Driving Skill will not be accepted in lieu of the DMV skills test for drivers of commercial Class C vehicles with hazardous material endorsement.

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e. At the discretion of DMV, the Employer shall permit DMV to test a sample of its drivers examined and certified by the Employer. The selection of drivers to be tested will be determined by DMV. Any driver who fails the test shall be required by DMV to pass a DMV-administered test. The employer shall notify each driver of this possibility.

f. The Employer must notify DMV through secure electronic means, as determined by DMV, the test scores when a driver passes or fails the skills test administered by the Employer.

9. The Employer shall allow a DMV employee to covertly take the skills test administered by the Employer's examiner(s) as if the DMV employee was an employee being tested.

10. The Employer shall allow a DMV employee to co-score along with the Employer's examiner during the CDL skills test to compare pass/fail results.

11. The Employer is required to maintain copies of the following records at its principal place of business:

    a. DMV certificate authorizing the Employer to administer a CDL skills testing program for the class(es) and type(s) of commercial motor vehicles listed.

    b. DMV certificate acknowledging the completion of Administrator Training by the Employer's administrator.

    c. DMV certificate for each of the Employer's examiners authorizing the examiner to administer CDL skills test for the class(es) and type(s) of commercial motor vehicles listed.

    d. The Employer's current Agreement.

    e. Each completed CDL skills test score sheet for the current year and the past two calendar years.

    f. DMV approved road test route(s).

    g. Training record for each of the Employer's examiners.

12. The Employer shall allow DMV or its representatives, and the Federal Motor Carrier Safety Administrator or its representatives, to conduct random examinations, inspections, and audits without prior notice.

13. DMV shall conduct on-site audits/inspections at least annually, and the Employer shall permit DMV or its representative to conduct on-site audits/inspections at least annually, during normal business hours, to be determined by DMV.

14. DMV shall revoke the skills test certification of any examiner, who does not conduct commercial skills test examinations of at least 10 different applicants (10 of each segment – 10 Vehicle Inspection, 10 Basic Control Skills, 10 Road Trip) per calendar year.

15. Any Employer whose Agreement has been canceled pursuant to *California Vehicle Code* (CVC) §15250(c)(2)(D) may immediately apply for an Agreement.

16. A suspension of the Agreement pursuant to CVC §15250(c)(2)(D) shall be for a term of less than 12 months, as determined by the department. After the period of suspension, the Agreement shall be reinstated upon request of the Employer.

17. A revocation of the Agreement pursuant to CVC §15250(c)(2)(D) shall be for a term of not less than one year. An Employer may apply for a new Agreement after the period of revocation and upon submission of proof of correction of the circumstances causing the revocation.

18. Authorization for DMV to charge the Employer a fee, as determined by DMV, which is sufficient to defray the actual costs incurred by DMV for administering and evaluating the Third Party testing program, and for carrying out any other activities deemed necessary by DMV to ensure sufficient training for the drivers participating in the program.

19. Pursuant to *California Code of Regulations*, Title 13, Division 1, Chapter 1, Article 2.1 – Commercial Driver Licenses, Employer Testing Program, §25.18(b), Sanctions/Reinstatements, DMV may cancel, suspend, or revoke the Agreement with the Employer if the Employer fails to comply with the standards for the CDL testing program, or with any other term of the Agreement, upon 15 days prior written notice of such action.
20. Pursuant to *California Code of Regulations*, Title 13, Division 1, Chapter 1, Article 2.1 – Commercial Driver Licenses, Employer Testing Program, §25.18(a), Sanctions/Reinstatements, DMV reserves the right to take prompt and appropriate remedial action against an Employer that fails to comply with state and federal standards for the CDL testing program, or with any other term of the Agreement.
21. The Employer agrees to defend, indemnify and hold harmless DMV and its officers and employees from any and all claims, actions, damages, or losses which may be brought or alleged against DMV, its officers or employees by reason of the negligent or unauthorized certification of drivers by the Employer.
22. This Agreement is not assignable by the Employer, either in whole or in part, without the prior written consent of DMV.
23. The Employer and its officers, agents, and employees shall act in an independent capacity and not as officers, agents, or employees of DMV.
24. If the Employer utilizes a subcontractor in the performance of this Agreement, the subcontractor shall be subject to the same requirements as are identified in this Agreement for the Employer. The Employer shall be responsible and held liable for all program-related activities of the subcontractor.
25. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

In witness thereof, this Agreement has been executed, by and on behalf of the parties hereto, the day and year written below, and shall remain in effect until terminated in accordance with the terms of this Agreement.

_____
EMPLOYERS NAME

_____
EMPLOYER NUMBER

Dated: _____ By: _____
EMPLOYERS AUTHORIZED ADMINISTRATOR

Dated: _____ By: _____
AUTHORIZED REPRESENTATIVE
EMPLOYER TESTING PROGRAM UNIT
DEPARTMENT OF MOTOR VEHICLES

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