



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 03/07/23

Item Title: Request Approval of Memorandum of Understanding and Agreement between Region One Education Center Driver Education Services and Brownsville I.S.D. Action
 Information
 Discussion

BACKGROUND:

The purpose of this Interlocal Agreement with Region One Education Center and The Driver Education Services is to provide an online driver education course to students who are eligible to participate in a 32-hour online driver education course. The Region One Driving Toward Success Initiative and Texas Workforce Commission (TWC) targets Section 504 students through the Vocational Rehabilitation program of TWC, to provide eligible students access to the online driving course. Parents of Section 504 students who meet the eligibility criteria set by Texas Department of Licensing & Regulations and Brownsville I.S.D., will have the opportunity to apply for a free voucher to enroll their child in the driver's education program and challenge the driver's license exam, leading to further employment or post-secondary opportunities. Brownsville I.S.D. will provide identified Section 504 students the opportunity to apply for a free voucher. Vouchers are subject upon availability and in order of application status. Section 504 students wishing to participate must meet the following eligibility criteria:

- Identified as a student receiving Section 504 services in grades 9-12 and are 14-17 years of age;
- Maintaining passing grades; and
- Maintaining appropriate attendance (no more than 10 unexcused absences in a six-month period).

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend the Approval of Memorandum of Understanding and Agreement between Region One Education Center Driver Education Services and Brownsville I.S.D.

Julie A. Salinas
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. René Gutiérrez
Dr. René Gutiérrez, Superintendent

Dr. Anysia Treviño
Approved by: Deputy Superintendent

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into on March 7, 2023 ("Effective Date") between Region One Education Service Center ("Region One") and Brownsville I.S.D. ("District"), acting herein by and through their respectively authorized officers or employees. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

I. PURPOSE

- 1.1 The purpose of this Interlocal Agreement is to establish the terms and conditions governing the purchase of online driver education services for students ("Driver Education Services").

II. SERVICES

- 2.1 The Driver Education Services are sold by Region One and administered by EDrivingCourse.com, LLC d/b/a DrivingQuest (hereinafter referred to as "DrivingQuest"). DrivingQuest (Lic # C2603 and #PT174) is a private company registered, licensed, and authorized by the Texas Department of Licensing & Regulations ("TDLR") to conduct and provide its online driver education course to teens and adults. The Services available for purchase are as follows:

A. Teen Drivers Ed

Students who are 14 – 17 years of age may enroll in the 32-hour online driver education course.

DrivingQuest will provide its online driver education course, a 32-hour program, to students enrolled in its program and who have been approved by their respective school to participate in the online program. The driver's education program consists of two components: Online classroom course (32 hours) and the behind-the-wheel (14 hours). DrivingQuest's online driver course includes both the 32-hour classroom portion and the 14-hour behind-the-wheel training part of the program via the parent-taught method.

Once the student successfully completes the online course, he/she will then be able to choose whether to continue with the parent-taught method of behind-the-wheel instruction, or to transfer to a local TDLR-certified driving school in their area for the behind-the-wheel part of the program. Upon completion of both program components and passing a driving test, the student will be eligible to obtain his / her driver's license from DPS.

B. Adult Drivers Ed

Students who are 18 - 22 years of age and older will be allowed to enroll in the 6-hour online driver education course. This 6-hour course is state-mandated for those individuals who are aged 18 – 24. Upon completion of said course, and passing a driving test, the adult student will be eligible to obtain a driver's license from DPS.

- 2.2 As mandated by Texas Law (Texas Education Code, Title 5, Chapter 1011, et. seq.), TDLR requires that each student, along with a parent / guardian, execute an independent contract directly with DrivingQuest for any online driver education course. The District agrees to ensure that each student participating in the online driver education course, along with their parent/guardian, execute such contract with DrivingQuest.

- 2.3 District understands that Region One is responsible only for selling the Driver Education Services. In addition to administering the Driver Education Services, DrivingQuest will provide each participating student with assistance regarding any service-related problems, issues, complaints, and the like, with its in-house Customer Service Department.

III. PURCHASE PRICE

- 3.1 District agrees to participate in the program and understands that if a student does not qualify for a free voucher, parents and/or district may purchase for the price of \$165.00 per student course. This price applies whether the student is a Teen (14-17 years of age) or an Adult (18+ years old). Region One will issue an invoice to District upon final execution of this Agreement. Invoices shall be payable to Region One in accordance with the provisions of the Prompt Pay Act Texas Government Code Chapter 2251, within forty-five (45) days after the Member's receipt of the invoice and delivery of the goods or services, and interest shall be payable by the Member on all past due amounts at the rate specified in Section 2251.025(b), Texas Government Code.
- 3.2 There will be additional state fees/costs associated with obtaining driving permits and other services rendered by the Department of Public Safety (DPS) and TDLR, including a non-refundable fee of \$20.00 for the "Parent-Taught Driver Education Instructor Designation Service Request." Those fees / costs are not part of the \$165.00 rate and will be paid by the student directly to the designated state agency for its services in accordance with Title 16 TAC Chapter 84.
- 3.3 On occasion, whether due to maintenance, weather, service provider issue, internet connectivity problem, and the like, the Driving Education Services may experience sudden, unexpected, and at times, prolonged service interruption, which may cause delays in the processing or transmission of the online course to the student. Refunds will not be given (whether for partial or full amount paid) for such service interruption, or for student dissatisfaction with the Driving Education Services.

IV. TERM AND TERMINATION

- 4.1 This Agreement is effective from the date of the last signature and shall be for a 5-year term. At the end of the 5-year period, the Agreement will expire on its own terms, with no action required by any party. The parties to this Agreement reserve the right to renew / extend the Agreement at the end of the 5-year period for an additional, two successive 5-year terms.
- 4.2 The Parties may terminate this Agreement, with or without cause, by providing at least 90 days written notice of termination.

V. CONFIDENTIALITY

- 5.1 District will be permitted to secure, examine, and audit all student accounts in order to administer the driver education online program and to monitor the progress of its students so as to ensure compliance with the course program, and with its internal administrative policies and procedures, they will necessarily have access to confidential, proprietary information / intellectual property / trade secrets belonging exclusively to DrivingQuest. As a result, District shall not share or disclose any such confidential information to any third party.

VI. NOTICE

6.1 All notices shall be given either by electronic mail, personal service through a reputable courier service, or by certified mail with a return receipt, only at the following addresses:

To Region One ESC:

Dr. Daniel King
1900 West Schunior
Edinburg, TX 78541
Email: dking@escl.net

To District:

Brownsville I.S.D.
1900 Price Road
Brownsville, TX 78521

VII. MISCELLANEOUS

- 7.1 **Amendment.** The Parties reserve the right to amend the terms of this Agreement in the event DrivingQuest implements new, updated features to enhance its computer system and online course. Such changes may require an increase in the course costs. This Agreement may only be modified by a writing signed by the authorized representatives of both Parties.
- 7.2 **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Hidalgo County, Texas.
- 7.3 **Relationship.** The District acknowledges and understands that the relationship between DrivingQuest and Region One is that of independent contractor and neither has the authority to bind the other in any manner.
- 7.4 **No Assignment.** The Parties may not assign or transfer their rights under this Agreement.
- 7.5 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement.
- 7.6 **Current Revenue.** The District that all payments pursuant to this Agreement shall be paid from current revenues available to the District.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20__.

REGION ONE ESC

DISTRICT

By: 
[Dr. Daniel King]
[Executive Director]

By: _____
Typed Name: Dr. René Gutierrez

Date: 01/27/23

Title: Superintendent

Date: _____



Texas TDLR/DPS Approved Course
LIC #C2603 | #PT174

Region One ESC Initiative



How-it-Works

Phase 1: Classroom Hours

- 32 Hour Online Course
- Certificate to obtain Learners Permit

Phase 2: Behind-the-Wheel Hours

- DrivingQuest parent taught curriculum
- BTW completion certificate
- Transfer to a local driving school. (optional)

Now Available FREE!

(For all qualifying 504 Students)

Payment Options

\$165
PER STUDENT

- ✓ **TWC/VR Access**
(Free voucher for qualified students)
- ✓ **District-Paid**
- ✓ **Parent-Paid**

Benefits

- ✓ **Customizable for every district**
- ✓ **A Management system to track every students progress**
- ✓ **Close GAP between students graduating High School and entering workforce**
- ✓ **Local Credit, After-School Program, Attendance incentive, (Student Enrollment/Retention/Attendance)**

www.drivingforsuccess.com



For more information, please contact ESC 1:

Region One ESC
1900 W. Schunior, Edinburg, TX 78541

 **(956) 984-6016**

Isela Vieyra

From: Priscilla Lozano <plozano@808West.com>
Sent: Tuesday, February 14, 2023 2:29 PM
To: Isela Vieyra
Cc: Miguel Salinas; Lea Ohrstrom; Minerva Almanza
Subject: Re: Drivers Education Services Interlocal Agreement

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The agreement is approved as to form. Note: the blanks at the top should be completed.

Priscilla

ODC
O'HANLON, DEMERATH & CASTILLO
Attorneys and Counselors at Law

Priscilla A. Lozano

Partner
808 West Ave
Austin, Texas 78701
Office: 512-494-9949
Facsimile: 512-494-9919
Email: plozano@808west.com
www.808west.com

From: Isela Vieyra <jivieyra@bisd.us>
Sent: Monday, February 13, 2023 5:01 PM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>
Subject: Drivers Education Services Interlocal Agreement

Good afternoon Ms. Lozano,

Please see the attached MOU/ Contract for your review and approval.

Thank you.

Respectfully,

Isela Vieyra

From: Isela Vieyra
Sent: Monday, February 13, 2023 5:01 PM
To: Priscilla Lozano
Cc: Miguel Salinas; Kevin O'Hanlon; Lea Ohrstrom; Minerva Almanza
Subject: Drivers Education Services Interlocal Agreement
Attachments: Drivers Education Services Interlocal Agreement.pdf

Good afternoon Ms. Lozano,

Please see the attached MOU/ Contract for your review and approval.

Thank you.

Respectfully,

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

 **Go Green!** Please do not print unless completely necessary.

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