

AGREEMENT FOR THIRD PARTY CDL TESTING

This mutual Agreement ("Agreement") is entered into by [school district] (the "District") and Oldham County Schools ("Oldham County Schools") (collectively referred to as "the Parties").

RECITALS

A. **WHEREAS**, in consideration of the District's desire to allow their agents and employees to receive testing required to obtain a Commercial Driver's License ("CDL"), and Oldham County Schools's desire to provide such testing, both Parties agree to the following terms of the Agreement:

1. **Definitions**: Throughout this Agreement, the term "Oldham County Schools" shall include the following:

(A) Oldham County Schools, the Oldham County Board of Education, and any subsidiary, affiliated entity, related entity, operating entity, representative(s), or division of Oldham County Schools;

Further, the term "District" shall include the following:

(A) District employees that wish to receive CD testing administered by Oldham County Schools

(B) Agents and representatives of the District.

2. **Agreement and Related Terms**: As consideration for the District's signing of this Agreement, Oldham County Schools agrees to administer third-party CDL testing for the District's agents and employees at flat rate of seventy-five dollars and zero cents (\$75.00), per testee.

Upon completion of the CDL testing, Oldham County Schools will invoice the District for the amount owed.

The District agrees to pay the invoice no later than 60 days thereafter.

3. **Binding Effect**: This Agreement shall be binding upon the Parties and upon their respective administrators and representatives.

4. **Indemnification**: The District agrees to indemnify, save, and hold harmless Oldham County Schools from any litigation expenses, attorneys' fees, loss, liability, damage or cost they may incur from any claim, charge, complaint, lawsuit or other proceeding brought by or on behalf of the District, arising from or related to the presence of the District and their agents and employees on an Oldham County School premises or due to using Oldham County School's property while participating in or observing CDL testing.

5. **Enforceability, Governing Law and Jurisdiction**: The construction and enforceability of this Agreement shall be governed and construed in accordance with the laws of the

Commonwealth of Kentucky without regard to its conflict of laws provisions. Any action concerning the enforcement or construction of this Agreement shall be brought in the Oldham County Circuit Court.

6. **Conditions:** The District agrees that in the event it is found to have breached any provision of obligation under this Agreement by a court of competent jurisdiction, it shall be responsible to pay all actual damages (including, but not limited to, litigation costs, expense, and reasonable attorneys' fees) incurred as a result of any such breach and any such litigation concerning the breach.
7. **Severability:** The Parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision of this Agreement to be invalid or unenforceable, the validity, and enforceability, operation, or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.
8. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties. Any prior understandings or representations preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.
9. **Modification of Agreement:** The Parties agree that this Agreement may be modified only in limited circumstances, such as a change in the hourly rate for third-party CDL training. Modification must be agreed to and signed by both Parties. No waiver of any provision of this Agreement will be valid unless it is in writing and duly signed and approved by the party against whom such waiver is charged.
10. **Authority:** The District acknowledges and represents that it has the authority to sign this Agreement on behalf of its representatives.

ACCEPTED AND AGREED:

By: _____
District

Date

By: Claudette Z. Herald
Oldham County Schools

9.22.25
Date