



**THIS APPLICATION MAY BE USED BY QUALIFYING DRIVING SCHOOLS TO BECOME AUTHORIZED TO SELF-CERTIFY INSTRUCTORS AND CONDUCT THE 30-HOUR BASIC INSTRUCTOR'S COURSE (HEREAFTER REFERRED TO AS THE BASIC COURSE).**

**QUALIFICATIONS:**

- A.** To administer the driving school instructor's written test, and the road sign and behind-the-wheel road tests, to collect a visual acuity report and to offer the 30 Hour Basic Course, *your driving school must have:*
- ◆ been in business for at least five years without any suspension or revocation of its license by DMV; and
  - ◆ conducted the five-hour Pre-licensing Course at least ten times in each of the five years preceding the date of this application.

School Name		School License Number	
Street			
City		State	Zip Code
Name of Owner or Authorized Official		Title	
E-Mail Address		Phone # (      )	
<b>OFFICE USE ONLY</b> ➔	Driving School Request is: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED _____		Date: _____

- B.** Each instructor who will conduct the program *must meet all of the following criteria:*
- ◆ have a valid *Driving School Instructor's Certificate* (MV-524); and
  - ◆ completed an advanced course in Teaching Techniques and Methodology; and
  - ◆ completed a 30 Hour Basic Instructor's Course (Methods and Content Course for In-Car Instruction); and
  - ◆ have five years experience as a driving instructor, or two years experience while in possession of a permanent *Driver Education Instructor Certificate* (MV-283B).

Please list the instructors who will conduct the program.

INSTRUCTOR	INSTRUCTOR CERTIFICATE #	↓ OFFICE USE ONLY ↓		IF DENIED - REASON
		INSTRUCTOR IS: Approved	Denied	
1)		<input type="checkbox"/>	<input type="checkbox"/>	
2)		<input type="checkbox"/>	<input type="checkbox"/>	
3)		<input type="checkbox"/>	<input type="checkbox"/>	
4)		<input type="checkbox"/>	<input type="checkbox"/>	
5)		<input type="checkbox"/>	<input type="checkbox"/>	

**NOTE:** If your driving school receives DMV's approval to participate in the program, only approved instructors who meet the above criteria may administer the tests and training.

**DMV reserves the right and sole discretion to terminate its authorization for self-certification at any time, in the event that DMV deems it appropriate to do so. By the act of making application hereunder, the driving school and its authorized instructors hereby waive any objection thereto.**

NOTE: Examples of reasons why DMV may exercise its right to suspend or revoke the self-certification of the driving school, or its instructors, include but are not limited to the following:

- a) engaging in fraudulent activity; sexual harassment, demeaning or offensive behavior, or unlawful discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age or disability;
- b) failure to behave in a professional manner;
- c) failure to conduct the Self-Certification Program as prescribed by DMV;
- d) conviction of a felony, or any crime involving violence, dishonesty, deceit, indecency, degeneracy or moral turpitude;
- e) instructor's failure to maintain a valid driver's license; conditional or restricted status is unacceptable; instructors must not have had their driver's license suspended or revoked within five years prior to the instructor's application for certification, except for suspensions which may be terminated by an act of the instructor.

- The instructor may be eligible for re-approval on a case-by-case basis, in DMV's sole discretion.

## **TERMS OF SERVICE: SELF-CERTIFICATION PROGRAM FOR DRIVING SCHOOLS**

**Enter the name of the driving school in the box below**

DMV'S AUTHORIZATION TO SELF-CERTIFY INSTRUCTORS AND CONDUCT THE 30-HOUR BASIC INSTRUCTOR'S COURSE, IS HEREBY CONDITIONED UPON THE DRIVING SCHOOL AND INSTRUCTOR'S CONTINUING QUALIFICATION AND COMPLIANCE WITH THE FOLLOWING:

The driving school must adhere to the terms of this Self-Certification Program Application (form DTP-160), and the terms of the *Application Process And Operation Requirements to Participate in DMV's Self-Certification Program for Driving Schools* (form DTP-400) which is incorporated herein by reference.

### **I. Self-Certifying Driving School's Responsibilities Concerning Instructor Testing**

Self-certifying driving schools and their approved instructors **must**:

1. administer all tests in accordance with DMV's requirements;
2. provide to DMV the results of all instructor tests conducted including required application, supporting documentation, fees, and any tests that the examinee fails;
3. for each instructor-applicant tested whose driver license was issued by a state other than New York, collect and review an official abstract of driving record and forward it to DMV with the application;
4. administer tests only to those instructor-applicants who the school intends to hire (self-certifying driving schools are not permitted to test instructor-applicants for other driving schools);
5. maintain the security and integrity of all testing materials provided by DMV. All testing materials must be kept secured and accounted for;
6. immediately notify DMV in writing if any testing materials are lost or stolen;
7. ensure that participants are not subjected by the driving school or the driving school's employees to sexual harassment, demeaning or offensive behavior, or unlawful discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age or disability.

## II. Self-Certifying Driving School's Responsibilities Concerning the 30-Hour Basic Instructor's Course

Self-certifying driving schools **must**:

1. provide DMV with written notification at least 30 days prior to the start date of any basic courses offered;
2. permit any driving school instructor or instructor-applicant to take the basic course, including instructors not employed by the self-certifying school. The school(s) may charge a fee for this service;
3. permit and facilitate DMV's monitoring of the basic course taught by the school;
4. routinely monitor the integrity of their basic course, to ensure the quality of the course;
5. retain all records pertaining to the basic course, including attendance rosters and certificates of completion, for a minimum of three (3) years;
6. participate in any DMV-sponsored activity intended to upgrade the presentation or administration of the 30-Hour Basic Instructor's Course;
7. refrain from making substantive changes in the presentation of the basic course prior to receiving DMV's written approval of any such changes;
8. ensure that classrooms, and the buildings in which they are located, comply with all applicable health and safety codes (the course must be accessible to individuals with a disability, and must be compliant with the requirements of the Americans with Disabilities Act);  
*NOTE: Accessibility for people with disabilities is not required for every classroom if another accessible classroom where a course is conducted is available and within reasonable proximity of the non-accessible classroom.*
9. provide interpreters for hearing-impaired course participants.

## III. Self-Certifying Driving School's Responsibilities to DMV

1. All administrative functions connected with the Self-Certification Program, including the preparation and submission of required applications and reports, must be performed in accordance with all applicable laws, and rules, regulations and procedures established by DMV.
2. Upon DMV's request, the participating school must promptly submit an outline and lesson plan for its presentation of the basic course.
3. The self-certifying driving school must fully cooperate with DMV in any audit of the school's records, as DMV may monitor and evaluate the school's administrative procedures, operations, and the delivery of the Self-Certification Program.
4. Any approval to be a self-certified driving school may be cancelled by DMV in the event that DMV determines, in its sole discretion, that the driving school has failed to comply with any of the requirements hereof (e.g., the school has no qualified instructor to conduct the testing, or the school is administering the Self-Certification Program in a manner that is unsatisfactory to DMV).
5. Participating schools must promptly surrender all DMV testing documents to DMV, as directed by DMV.
6. If the instructor has an out-of-state driver's license, the self-certifying driving school must ensure that the out-of-state driver's license remains valid at all times as required herein, is not in conditional or restricted status, and has not been suspended or revoked for the five years prior to the application date, except for a suspension which may be terminated by an act of the licensee. Out-of-state license holders must submit supporting documentation with their instructor's application, which includes a certified copy of the applicant's Abstract of Driving Record.

7. By the act of making application hereunder the self-certifying driving school agrees that its obligation of indemnification and holding harmless specified hereunder shall survive the termination of DMV's authorization as may be granted pursuant hereto. The self-certifying driving school shall remain primarily liable for the actions of its employees, officers, agents, and subcontractors in the performance of the services hereunder.

A. Personal Injury, Property Damage, Wrongful Death, Violation of Intellectual Property Rights: Self-certifying driving school shall indemnify, keep and hold harmless the State of New York, its agents, officials and employees, from any and all claims for injury or damage to person or property, deaths, losses, damages, suits arising out of the service to be performed as authorized pursuant hereto, including negligence, active or passive, or wrongful or improper conduct of the self-certifying driving school, its officers, employees, agents, or subcontractors, including infringement of any third-party's patents or copyrights. Self-certifying driving school shall remain liable, without monetary limitation, for direct, actual damages for personal injury, death or damage to real property or tangible personal property, and intellectual property attributable to the negligence or other tort of self-certifying driving school, its officers, employees or agents. The self-certifying driving school will also indemnify and hold the DMV harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the DMV in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the DMV's gross negligence or willful misconduct, provided that the State shall give self-certifying driving school: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at self-certifying driving school's sole expense, and (iii) assistance in the defense of any such action at the expense of self-certifying driving school.

If usage shall be enjoined for any reason or if self-certifying driving school believes that it may be enjoined, self-certifying driving school shall have the right, at its own expense and sole discretion, to take action in the following order of precedence: (i) to procure for the DMV the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance.

The acceptance or approval by the Department of any order or procedure, method, structure or equipment submitted or employed by self-certifying driving school shall not in any manner relieve self-certifying driving school of any liability pertaining to self-certifying driving school's negligence in performing such order or procedure, method, structure or providing equipment; provided, however, that if self-certifying driving school acts in strict accordance with a specific requirement, specification, instruction, order, mandate (or the like) from the Department, with respect thereto self-certifying driving school shall not have an indemnification obligation hereunder.

B. Driver's Privacy Protection Act & New York State Information Security Breach and Notification Act: By signing the Self-Certification Program Application, the self-certifying driving school acknowledges that all DMV records containing personal information, as well as DMV-related processing information, is confidential and is the property of the Department and the State of New York, and should such information be used improperly or become compromised the self-certifying driving school may be held liable for violating the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208), and may be required to indemnify DMV for any such violation.

The self-certifying driving school must report suspected or confirmed violations of the DPPA or ISBNA to DMV's Risk Management Office via email at: [nysdmvriskmanagement@dmv.ny.gov](mailto:nysdmvriskmanagement@dmv.ny.gov)

- (1) DPPA. A person who knowingly violates the DPPA shall be subject to criminal fines and liability for civil remedies. Self-Certifying Driving School shall indemnify and hold harmless New York State, its employees and agents, from and against any claims, demands, loss, damage or expense related solely to a knowing violation of the DPPA committed by self-certifying driving school, its employees, officers, agents or sub-contractors. The self-certifying driving school shall indemnify the Department and the State of New York even if self-certifying driving school did not have knowledge of such violation of the DPPA by its officers, employees, agents, or sub-contractors at the time such violation occurred.
- (2) ISBNA. The self-certifying driving school shall be responsible for complying with the provisions of the ISBNA with respect to any private information (as defined in the ISBNA) received by self-certifying driving school its officers, employees, agents, or sub-contractors. In the event of a breach of security, self-certifying driving school shall immediately commence an investigation, in cooperation with DMV, to determine the scope of the breach, and self-certifying driving school shall assist DMV in restoring the security of the related system in order to prevent any further breaches. self-certifying driving school must notify DMV of any breach of security immediately following discovery of such breach.

Under the ISBNA, DMV is required to notify any individuals whose records have been accessed for unauthorized purposes from a system maintained by DMV.

In furtherance of the investigation of any breach of the ISBNA, the self-certifying driving school must receive written authorization from DMV prior to providing notice of such breach to any other entity. Self-certifying driving school shall be responsible for all costs associated with providing notices required under the ISBNA. The Self-Certification Program shall not impair the authority of the New York State Office of the Attorney General (OAG) to bring an action against Self-Certifying Driving School to enforce the provisions of the ISBNA, or limit Self-Certifying Driving School's liability for any violations of the ISBNA. Additional information concerning the ISBNA and the notification process is available on the NYS Office of Information Technology Services website at <https://its.ny.gov/eiso/breach-notification>.

8. Notwithstanding the termination of DMV's authorization, the self-certifying driving school shall have a continuing obligation to safeguard the privacy of any personal identifying information of program participants, and to refrain from any unauthorized use, access, or dissemination of such information.

**SIGNATURE OF DRIVING SCHOOL OWNER OR AUTHORIZED OFFICIAL**

Name of Self-Certifying Driving School: \_\_\_\_\_

**By,**

Print Name of Owner  
or Authorized Official  \_\_\_\_\_

Signature of Owner  
or Authorized Official  \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(mm/dd/yyyy)

**Please return signed application to:**

New York State Department of Motor Vehicles  
Bureau of Driver Training Programs  
Certification and Oversight Unit  
6 Empire State Plaza, Room 327  
Albany, New York 12228