

# DRIVER EDUCATION STUDENT'S CONTRACT

1-2-3 Driving School (C1384)

7602 N. Jupiter Rd, Suite 111- Garland, TX 75044

Phone: (972) 633-2914 or (972) 633-1605

Student's Full Legal Name: \_\_\_\_\_ M  F

Student's Address: \_\_\_\_\_

D.O.B. \_\_\_\_\_ Phone #'s (Parent and Student) \_\_\_\_\_

Email(s): \_\_\_\_\_

## VIDEO ONLINE CLASSROOM INSTRUCTION (\*1)

Length of Course: 32 hrs > Length of Lesson Per Day: 6 hrs including Course Rate: **\$155.00**

## BEHIND-THE-WHEEL INSTRUCTION (\*\*2)

Length of Course: 14 hrs > Number of Lessons: 7 > Length of Lesson: 2 hrs > Cost per Lesson: \$40.00 > Course Rate: **\$280.00**

Third Party Road Test: \$80.00 (To be paid at time of the test) Certificate of Completion DE-964: **\$ 40.00**

+Administrative Expenses (if incurred - up to \$50): \_\_\_\_\_ **Total Tuition Amount Due: \$475.00**

To be filled by office:

1st Payment \$ \_\_\_\_\_

2nd Payment \$ \_\_\_\_\_

Minimum tuition enrollment Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

payment of \$155 Type: \_\_\_\_\_

Type: \_\_\_\_\_

Receipt # \_\_\_\_\_

Receipt # \_\_\_\_\_

REP INITIALS \_\_\_\_\_

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(\*1) **CLASSROOM INSTRUCTION WILL BE DONE THROUGH DRIVERS EDUCATION OF AMERICA'S online video course based training program.** The student will receive a login token through email or text for the ability to access the course. The student will be issued two (2) certificates. A certificate for the learner's permit after completing Module One content and passing the knowledge test. A certificate of completion will be issued once the student has completed the entire online course and the

Behind-The-Wheel Instruction. **These certificates will need to be picked up at our school's physical location.**

(\*2) **BEHIND-THE-WHEEL INSTRUCTION PHASE.** After the student obtains their learner's permit, students may schedule up to 2 driving times per week when times/dates are available.

**INSTRUCTIONS FOR TEENS/PARENTS:** Lessons are scheduled through **WWW.SCHEDULEYOURLIFE.COM** You will be provided a user name and password (once student obtains learner's license). Full tuition payment is required before beginning scheduling privileges. Weekly driving times are posted on **THURSDAY AT 06:00PM** for the following week.

**Students and parents are responsible for scheduling lessons through \*SYL. Please use the credentials provided to log into SYL and book your lessons. Lesson availability is on a first-come, first-served basis so please book early. Summer/Holidays is the peak season for scheduling driving lessons. Lessons consist of one hour of driving instruction and one hour of observation.**

## STUDENT ACKNOWLEDGMENT

I have been furnished a copy of the school tuition schedule; cancellation and refund policy; and school regulation pertaining to absence, grading policy, progress, and rules of operation and conduct. I further realize that any grievances not resolved by the school may be forwarded to: *Texas Department of Licensing and Regulations, Driver Education and Safety, PO BOX 12157, Austin, TX 78711. Phone 1-800-803-9202.*

## CANCELLATION & REFUND POLICY

A full refund will be made to any student, parent/guardian, who cancels the enrollment contract before midnight of the third day, excluding Saturdays, Sundays, and legal holidays, after the enrollment contract is signed by the prospective student/parent/guardian, unless the student has completed and accepted a certificate of completion during that period.

1. Refund computations will be based on actual instruction received through the last date of attendance at a pro-rata.
2. The effective date of the termination for refund purposes will be the earliest of the following: (a) the last day of attendance, if the student is terminated by the school; or (b) the date of receipt of written notice from the student;
3. If tuition is collected in advance of entrance, and if after the expiration of the 72-hour cancellation privilege, the student does not enter school, terminates enrollment, or withdraws; the school may retain up to \$50.00 as administrative expenses, and from the

remainder, shall refund that portion of the classroom tuition and fees and behind-the-wheel tuition and fees for services not previously received by the student.

4. A full refund of all tuition and fees is due and refundable in each of the following cases: (a) when an enrollee is not accepted by the school; (b) if the course of instruction is discontinued by the school at this location; or (c) if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentation of the school.

Refunds will be sent after 14 days from the effective date of termination and not longer than 30 days.

### **GRADING and PROGRESS POLICY**

Appropriate standards shall be implemented to ascertain the progress of the students. Progress standards shall meet the requirements of the currently adopted curriculum guide.

Mastery in driving is reflected with a letter grade of B or above. A grade of N, C-, C, C+, or B- means the student is working at the basic car control level and this does not reflect mastery. Therefore a *Certificate of Completion* will not be issued by the School. Evidence of mastery shall be determined by one or more of the following methods:

1. Unit tests; 2. Written Assignments; 3. Skills performance checklist; and, 4. Comprehensive examinations of knowledge and skills.

The progress evaluation record shall be of the type and nature to reflect whether the student is making satisfactory progress to the point of being able to complete all subject matter within the allotted time provided in the currently approved course curriculum for driver education.

### **RULES OF OPERATION and CONDUCT**

A student or prospective student may be dismissed or barred from the class for tardiness, drunkenness, or consumption of alcohol or drugs on the premises; rude, vulgar or disruptive behavior in the classroom; smoking in the classroom; or being generally inattentive (sleeping, reading, etc.) during class. Students terminated for violating Rules of Conduct may be readmitted at the discretion of the School Director.

***X Please initial underlined areas below for letters A. C. G. H. K. to acknowledge your agreement:***

- \_\_\_\_\_ A. If the Student is a no-show, late, or fails to cancel at least twenty-four (24) hours in advance of a scheduled driving lesson, the Student will be charged \$35.00 for missing a behind-the-wheel lesson.
- B. Student will pay for any damage to the school's property including the vehicles.
- \_\_\_\_\_ C. The Student must have proper license (your permit) in his or her possession for any behind-the-wheel lesson, or the lesson will be canceled and the student will be charged \$35.00. Also, proper shoes (no flip-flops or open sandals) MUST be worn, or driving may be canceled and a \$35.00 fee may be charged.
- D. The School's authority in issuing a certificate of completion will not be compromised, therefore, the School does not guarantee the Student a driver's license. Additional proof of mastery must be shown at Student's expense of \$60.00 for each additional lesson.
- E. The School reserves the right to reschedule a driving lesson or to make available to the Student an alternate instructor or car in the event of inclement weather, unavailability of the instructor, or any other factor beyond the School's control.
- F. A fee of \$36.00 will be required for the issuance of a lost/duplicate certificate.
- \_\_\_\_\_ G. The School and Student agree that the terms of this Contract shall be from the day of registration to One year or 365 days thereafter for both the Classroom Instruction and Behind-The-Wheel Instruction. After 365 days, any new state requirements or change in school fees will apply. The Student will also be assessed a \$50.00 administrative fee. In addition, the Student must repeat the entire Driver Education Course at the prevailing price, and the Student's permit will be revoked.
- \_\_\_\_\_ H. Cell phone use is not permitted. If Student is found using a cell phone, the phone will be confiscated and returned to the student only at the end of class or lesson.
- I. A \$35.00 fee will be charged for any returned check which the School accepts as payment for Student tuition or fees.
- J. The School and Student further agree that this agreement constitutes the entire contract between the parties and that no verbal assurances or promises not contained herein shall bind the School or the Student.
- \_\_\_\_\_ K. The Student, parent or guardian certifies that he or she has read and understands this Contract.
- L. The School is prohibited from issuing a certificate of completion if the Student has not met all of the requirements for course completion and the Student should not accept such a certificate under those circumstances.
- M. This driver education School maintains business vehicle insurance as required by the *Transportation Code, Chapter 601, and uninsured or under-insured coverage.*

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Print Parent/Guardian Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Signature or Initials of School Rep or Director

\_\_\_\_\_  
Date