

**FIRST CLASS DRIVER, C-2518 TDE ONLINE \$99 / BTW \$400 Student Enrollment Contract**

4255 Bryant Irvin Road, Suite 105, Fort Worth Texas 76109 (817) 731 0200

Student LAST Name [redacted] FIRST [redacted] Initial [redacted] Class Date/Time [redacted]

Student Address [redacted] City [redacted] State [redacted] Zip [redacted]

Date of Birth [redacted] Parent Phone Number [redacted] Student Phone Number [redacted]

**32 Classroom ONLINE \$99 7/7 Behind the Wheel Instruction \$400 Total \$499**

**Classroom:** No. of Lesson: 16 Length of Course: 32 hours Length of Lesson: 2 hours COST PER LESSON \$6.18 Total Course Cost \$99  
Payment for the class \$99 must be made to reserve your child's classroom reservation. PARENT INITIALS [redacted]

**Behind The Wheel:** No. of Lessons: 07 Length of Course: 14 hrs Length of Lesson: 2 hrs COST PER LESSON \$57.14 Total Cost \$400  
PARENT INITIALS [redacted] Student Initials [redacted]

**Schedule2drive.com** is an online system used to record school/parent driving time. Scheduling student drive times will be done by the student or parents at [www.schedule2drive.com](http://www.schedule2drive.com). After the student receives the restricted permit (Restriction B, LOFS) from the DPS and presents a copy of the permit and behind the wheel fee of \$400, the student will receive an email from FCD with information to access the scheduling account. PARENT INITIALS [redacted] Student Initials [redacted]

**STUDENT ACKNOWLEDGEMENT:** I have been furnished a copy of the school tuition schedule and refund policy; and school regulations pertaining to absence, grading policy, progress, and rules of operations and conduct. I further realize that any grievances not resolved by the school may be forwarded to: Driver Training 5701 Springdale Rd. Austin, TX 78723 (512) 505-0500. PARENT INITIALS [redacted]

**\*\*\* MISSED BEHIND THE WHEEL \*\*\*** If a student fails to complete any scheduled behind the wheel instruction without advance notice of 24 hours to the school, the student will be charged an additional \$30 for each such occurrence. The student must cancel 24 hours prior to the drive or student will be charged \$30.00 for a no-show. To avoid no-show charges, the student must give adequate advance notice to the school for the school to schedule another student to receive behind the wheel instruction during that same scheduled time period that is missed or is to be missed by the student. The accumulation of two no-shows will place the student into a pay prior to drive category (student will not be allowed to drive until the no-shows are paid.) PARENT INITIALS [redacted] Student Initials [redacted]

Students must complete any missed days prior to the end of the class session and have 365 days to complete driving with FCD. Contract renewal fee is \$50. I agree to allow my child to have one-on-one instruction BTW in the event that another student cancels or the school is unable to schedule another student at that time. PARENT INITIALS [redacted] Student Initials [redacted]

**GROUND FOR IMMEDIATE TERMINATION:** The following are examples of inexcusable behavior and will not be tolerated. This is not a complete list, just examples. (Discretion left to the management.) Smoking in/around the building, drunkenness or consumption of alcohol or illegal drugs on the premises, vandalism of building or property, DISRUPTION TO THE INSTRUCTOR, other students or tenants in the building, improper dress, pajamas, open shoes while driving are not acceptable. No CELL PHONE USE/TEXTING IN CLASS or car. NO SLEEPING OR INATTENTION. PARENT INITIALS [redacted] Student Initials [redacted]

**PHOTO AND VIDEO RELEASE FORM:** I grant FIRST CLASS DRIVING SCHOOL permission to video and take photos of me or my said child. Permission is granted to use the pictures and videos for any legal use, including but not limited to publicity, copyright purpose, illustrations, advertising and web or social media. FURTHERMORE, I understand that no royalty fee shall become payable to me by reason of such use. PARENT INITIALS [redacted] Student Initials [redacted]

PLEASE PICK UP YOUR CHILD NO LATER THAN 5 MINUTES AFTER THE CLASS ENDS. PARENT INITIALS [redacted]

By signing you agree to the terms and conditions set at FIRST CLASS DRIVER. **READ ENTIRE CONTRACT BEFORE SIGNING.** A copy of the contract must be given to the parent and a copy maintained by the school and kept in the student + file for at least three years.

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[redacted]	[redacted]	[redacted]
Signature of Student – 18 years of age or older	Printed Name of Student-18 years of age or older	Date
[redacted]	[redacted]	[redacted]
Signature of Parent/Legal Guardian If younger than 18	Printed Name of Student -if younger than 18 Date	Date
[redacted]	[redacted]	[redacted]
Signature of School Representative	Printed Name of School Representative	Date

**CANCELLATION POLICY:** A full refund will be made to any student 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, unless the student has completed the course and accepted a certificate during that period. This agreement constitutes the entire contract between the school and the student and no verbal assurances or promises not contained herein shall bind the school or the student. The school is prohibited from issuing a DE-964 if the student has not met all requirements of course completion, and the student should not accept a DE-964 under such circumstances. This driver education center maintains business vehicle insurance as required by the Transportation Code, Chapter 601, and uninsured or underinsured motorist coverage.

#### **REFUND/TERMINATION/DISCONTINUED COURSE POLICY**

- Refunds are based on the period of enrollment computed on the basis of course time expressed in clock hours; 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; (b) the date of receipt of written notice from the student; or (c) the 10th school day following the last day of attendance.
- If tuition is collected in advance of entrance and, if student does not enter the school, terminates enrollment, or with draws, the school: (a) may not retain more than \$ 50 as an administrative expense; and (b) shall refund that portion of the classroom tuition and fees and behind-the-wheel tuition and fees that correspond to services the student does not receive.
- The school shall refund items of extra expense to the student, including instructional supplies, books, laboratory fees, service charges, rentals, deposits and all other charges not later than the 30th day after the effective date of enrollment if: (a) the extra expenses are separately stated and shown in the information provided before enrollment; and (b) student returns to the school any property in the student's possession and
- 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 by the owner or representation of the school.
- Refunds shall be completed within 30 days after the effective date of termination.

#### **Acknowledgement**

**Parent's Initials** - I have been furnished a copy of the school tuition schedule; cancellation and refund policy; makeup policy and school regulations pertaining to absence, grading policy, progress, and rules of operation and conduct.

**Parent's Initials** - The school maintains a business insurance policy for vehicles with coverage as required by Texas Transportation Code, Chapter 601, and uninsured or underinsured motorist coverage.

**Parent's Initials** - The school is prohibited from issuing a DE-964 or ADE-1317 if the student has not met all the requirements for course completion, and the student should not accept a DE-964 or ADE-1317 under such circumstances.

**Parent's Initials** - This agreement constitutes the entire contract between the school and the student, and assurances or promises not contained herein shall not bind the school or the student.

**Parent's Initials** - I further realize that any grievances not resolved by the school may be forwarded to Texas Department of Licensing and Regulation Attention: Enforcement Division PO BOX 12157 Austin, TX 78711; 800-803-9202 [www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints).

My initials signify that I do NOT want my son/daughter to receive individual (one-on-one) instruction. I understand this decision may delay the behind-the-wheel training until another student can be scheduled. **Parent's initials if one-on-one driving is REFUSED.**

**TDLR Notice** to Parents and Guardians from the TEXAS DEPT OF LICENSING AND REGULATION. The TDLR licenses this driver education center and its instructors. As the parent or guardian of your teenager, you are entitled to know the minimum requirements of this teen driver course. Minimum requirements include: thirty-two (32) hours of classroom instruction.

The classroom instruction phase shall be completed within the timelines stated in this contract and all hours must be attended and successfully completed or made up. Only two (2) hours of scheduled classroom instruction are permitted per day. The student must attend six (6) hours of classroom instruction before a learner's permit is issued by DPS.

Seven (7) clock hours of in car driving instruction and an additional seven (7) clock hours of in car observation are required. Instruction is limited to a maximum of four (4) hours of driver training per day per student (two hours of class and two hours of in car instruction.) These activities include in car driving and observation, scheduled classroom, make-up classroom, and behind the wheel driving. In car observation time is unlimited. In car driving and observation must be completed within the timelines stated in this contract.

Note: During peak enrollment periods, in car instruction time could be subject to availability. If you have reason to believe that these minimum requirements are not being met, please call the Texas Department of Licensing and Regulation at (512) 463-6599.

**GRADING AND PROGRESS POLICY:** Appropriate standards shall be implemented to ascertain the progress of students. Progress standards shall be the requirements of these currently adopted by the commissioner of education. Mastery is a prerequisite to awarding a grade of 70 or above. 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 exams 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 this contract. We use the scheduling program: [www.schedule2drive.com](http://www.schedule2drive.com) to schedule all drive times. Parents will be able to view the teenager's progress. Your teenager will log in this website to set up the times he/she wants to drive.

**RULES OF OPERATION AND CONDUCT** A student or prospective student may be dismissed or barred from the class for tardiness, rude, vulgar, or any disruptive behavior in the classroom; or being generally inattentive (sleeping, reading, talking, cell phone usage, texting, etc.) during class. Students terminated for violating rules of conduct may be reinstated at the discretion of the school directors. If a student is "removed from class" for discipline reasons, he/she will make-up that class the following month, during regular class time.