

Mom Approved Driving School

Terms and Conditions

The Texas Education Agency licenses this driver education school and its instructors. As the parent or guardian of a teenager, you are entitled to know the minimum requirements of a teen driver education course. This agreement constitutes the entire contract between the School, the Student, and the Parent/Guardian, and no verbal assurances or promises not contained herein shall bind the School, the Student, or the Parent/Guardian. The Parent/Guardian acknowledges, and the student agrees to take a minimum of 32 hours of classroom instruction, 7 hours of behind-the-wheel instruction and 7 hours of in-car observation. There are thirty-two (32) hours of classroom instruction. The classroom instruction phase shall be completed within the timelines stated in this contract and all 32 hours must be attended and successfully completed or made up. Only two (2) hours of scheduled classroom instruction are permitted per day. Your teen must attend the first six (6) hours of classroom instruction before a learner's permit will be issued by DPS. Seven (7) clock hours of in-car driving instruction and an additional seven (7) hours of in-car observation are required. Sixty (60) minutes of actual driving per day is the maximum allowable. There is a maximum of four (4) hours of driver training activities per day. These activities include scheduled classroom, make-up classroom, behind-the-wheel driving, In-car observation time is unlimited. If your teen transfers to another school or driver training program, timelines may change and credits for classroom and/or in-car training may not be transferable to the new driver training school. In-car driving, and observation must be completed within the timelines stated in this contract (Note: During peak enrollment periods, in-car instruction could be subject to availability) If you have reason to believe that the minimum requirements are not being met, please call the Texas Education Agency at (512) 936-6777.

APPROVAL WAIVER OF IN-CAR INSTRUCTION ON AN INDIVIDUAL (ONE-ON-ONE) BASIS

As the parent, or legal guardian of the student enrolled, I agree that my son/daughter may be provided in-car instruction on an individual (one-on-one) basis with only the instructor and the student present in the vehicle during instruction. This waiver shall be effective for all lessons. I understand that failure to sign this waiver will not prevent my son/daughter from being accepted in the course, and that the school will make every effort to schedule from two to four students per vehicle. However, if I do not sign this waiver, my son/daughter will be prohibited from in-car instruction on a specific day if he/she is the only student available for an in-car lesson.

By signing below, the Student and the Parent/Guardian acknowledges a receipt of the complete and authentic original copy of this Contract and agrees to all terms and conditions, including those set forth on the reverse side. The school acknowledges and accepts the terms and conditions of this Contract. Specifically, the student and the parent/guardian acknowledges, the scheduled classroom start date and time, the scheduled classroom completion date, and the date all instruction must be completed.

ATTENDANCE/ABSENCE/MAKE-UP POLICY

If a student is absent in excess of 25% of the scheduled classroom training time, he or she will be terminated. A full hour of absence is charged to the student when he or she does not attend the full 55 minutes of instruction during a 60-minute period. The student whose enrollment is terminated for violations of the attendance policy may not re-enter before the start of the next new class. If the student enters the next new class and completes the scheduled classroom, and in-car phase of instruction within 365 days of the original contract, refunds that were due may be transferred to the new contract. The student may receive credit for previous training if the student re-enters and completes the applicable portion of the course within 365-day period, starting from the first scheduled day of class on the original contract. All absences are subject to the attendance policy regardless of whether the student attends make-up lessons. Students may be allowed to complete up to ten hours of classroom make-up work assignments outside of regularly scheduled classroom instruction. Schools shall not initiate nor encourage absences. Make-up policies shall adhere to the following requirements: For a policy that allows a student to attend a missed lesson on the same date or at a later date at a regularly scheduled class, the class shall be engaged in the same lesson the student missed previously. For a policy that allows a student to perform an individual make-up lesson, a sample of each make-up lesson, clearly labeled as "makeup for the driver education course," shall be available for review by the Texas Education Agency at the school. Each lesson shall be clearly identified as a make-up lesson and identified as to the units of instruction to be covered. Evidence of make-up completed outside of regularly scheduled classroom instruction shall be placed in the student file. A school may allow a student to attend an alternative class on the same calendar day if the sequence of instruction will be maintained by the identical lesson being offered. The student instruction record shall reflect the time of day the alternative class was attended. A student selecting alternative scheduling shall not be considered absent. The enrollment of students who do not complete all required instructional hours within the timelines specified in the original student enrollment contract will be terminated. Contractual timelines shall not exceed one year. * A fee of \$15.00 per 30 minutes behind-the-wheel session (\$30.00 per hour) will be paid by the student in the event the student is absent FOR ANY REASON for a scheduled session unless the student notifies the school twenty-four (24) hours prior to the scheduled session(s). All succeeding scheduled driving sessions following an absence will be canceled. Students may reschedule driving sessions only after payment for a missed session is made.

GRADING & 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. Each school shall submit to the director for approval an established procedure to ensure that all students demonstrate an acceptable level of mastery of the essential elements for driver education. Mastery is a prerequisite to awarding a grade of 70 or above. One or more of the following methods shall determine evidence of successful completion and mastery: (A) unit tests; (B) written assignments; (C) skills performance checklist; and (D) comprehensive examination 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, CONDUCT AND INSURANCE

Students are expected to conduct themselves in a safe and responsible manner while on school property, and as operators or passengers in school vehicles. Unsafe, inattentive, disruptive, unlawful, or destructive behavior will not be tolerated, and will result in a student being advised and warnings issued by the school director. Such warnings could subject the student to disciplinary action, including immediate dismissal from school. Students terminated for violating rules of conduct may be readmitted at the discretion of the school director. The school maintains vehicle insurance as required by Texas Civil Statutes, Article 6701h, to include uninsured or underinsured coverage.

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 a portion of the course and accepted a certificate of completion during that period.

REFUND POLICY

Refund computations will be based on actual instruction received through the last date of attendance.

The effective date of the termination for refund purposes will be the earliest of the following: (i) the last day of attendance, if the student's enrollment is terminated by the school; (ii) the date of receipt of written notice from the student or (iii) the 10th school day following the last day of attendance.

If tuition is collected in advance of entrance and, ** IF AFTER THE EXPIRATION OF THE 72-HOURS CANCELLATION PRIVILEGE, THE STUDENT DOES NOT ENTER SCHOOL, TERMINATES ENROLLMENT, OR WITHDRAWS. THE SCHOOL MAY RETAIN UP TO \$50 and fees for services not previously received by the student.

Refunds for items of extra expense to the student, including instructional supplies, books, laboratory fees, service charges, rentals, deposits, and all other such ancillary miscellaneous charges, will be made within 30 days after the effective date of enrollment termination, if these items are started separately and shown as part of the date furnished the student before enrollment.

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;
- (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 will be totally consummated within 30 days after the effective date of enrollment termination.

STUDENT/PARENT ACKNOWLEDGEMENT

I have been furnished a copy of the school tuition schedule; cancellation and refund policy; and school regulations pertaining to absence, grading policy, progress, and rules of operation and conduct. The school is prohibited from issuing a DE-964 if the student has not met all of the requirements for course completion, and the student should not accept a DE-964 under such circumstances. This agreement constitutes the entire contract between the school and student, and assurances or promises not contained herein shall not bind the school for the student. We further realize that any grievances not resolved by the school, or concerns that the minimum instructional requirements are not being met, may be forwarded to the Division of Proprietary Schools, Veterans Education and Driver Training, Attention: Driver Training Section, Texas Education Agency, Driver Training Room 1-109, 1701 Congress Avenue, Austin, TX 78701, (512) 936-6777.