

Minor/Adult

STUDENT ENROLLMENT CONTRACT

(C 2530) NED SIMMONS' BIG C'S DRIVER EDUCATION (432) 689-3743
 School / Branch # Name of School Area Code Phone Number
 308 UPLAND ST. MIDLAND TX 79703
 Classroom Address City State ZIP Code
 Printed Full Legal Name of Student Date of Birth (MM/DD/YY) Driver's License # Area Code Phone Number
 Street Address of Student City State ZIP Code
 E-mail Address Student's Cell Phone # Mother's Cell # Father's Cell #

CLASSROOM & BEHIND-THE-WHEEL INSTRUCTION

Number of Lessons 16 Length of Course 32 Hrs. Length of Lesson 2 Hrs. Cost per Lesson \$ 14.00
 Number of Lessons 7 Length of Course 14 Hrs. Length of Lesson 2 Hrs. Cost per Lesson \$ 37.30 Course Rate \$ 485.00

CLASSROOM ONLY

Number of Lessons 16 Length of Course 32 Hrs. Length of Lesson 2 Hrs. Cost per Lesson \$ 14.38 Course Rate \$ 230.00

BEHIND-THE-WHEEL ONLY

Number of Lessons 7 Length of Course 14 Hrs. Length of Lesson 2 Hrs. Cost per Lesson \$ 53.57 Course Rate \$ 375.00

*PAYMENT PLANS ADD ADDITIONAL \$30.00

Payment: \$ _____ Date: _____ Total Amount of Contract \$ _____
 Payment: \$ _____ Date: _____
 Payment: \$ _____ Date: _____ ** Administrative Expenses (up to \$50) \$ _____

A no-show fee of \$25.00 will be charged if the school is not notified of a cancellation at least 24 hours prior to a scheduled in-car lesson. A fee of \$50.00 will be charged if a student defaces or damages any school property (desks, tables, textbooks, etc.) If gas prices exceed \$4.00 per gallon, an additional fuel surcharge of \$5.00 will be charged for each driving lesson. Parent's initials _____

Classroom instruction begins ___/___/22 at 5:00: o'clock PM, and is expected to end ___/___/22. All classroom make-up assignments and in-car instruction must be completed by ___/___/23. Parent's initials _____

ATTENDANCE / ABSENCE

A full hour of absence is charged to the student when he/she does not attend the full 55 minutes of instruction during a 60-minute period. If a student is absent in excess of 10 classroom hours, the student enrollment will be terminated from that class. Parent's initials _____

GRADING / PROGRESS

Progress standards must meet the requirements of the current rules adopted by the Texas Department of Licensing & Regulation (TDLR). 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 examinations of knowledge and skills.

RULES OF OPERATION AND CONDUCT

A student or prospective student may be dismissed or barred from the school for tardiness; drunkenness or obvious signs of drug use; rude, vulgar or disruptive behavior; smoking or using tobacco products; using a cell phone during class or in the car; or being otherwise inattentive (sleeping, texting, reading, etc.). Students terminated for violating rules of conduct may be readmitted at the discretion of the school director.

CANCELLATION POLICY

A full refund of all money paid by a student if the student cancels the enrollment contract before midnight of the third day, other than a Saturday, Sunday, or legal holiday, after the date the enrollment contract is signed by the student, unless the student successfully completes the course or receives a failing grade on the course examination; or the enrollment of the student was procured as a result of a misrepresentation in advertising or promotional materials of the school or course provider; or a representation made by an owner or employee of the school or course provider.

STUDENT ENROLLMENT CONTRACT

(continued)

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 a student does not enter the school, terminates enrollment, or withdraws, the school: (a) may retain not more than \$ 50.00 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) the 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

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

Signature of Student – 18 years of age or older	Printed Name of Student-18 years of age or older	Date
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Signature of Parent/Legal Guardian – younger than 18	Printed Name of Student -younger than 18	Date
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Signature of School Representative	Printed Name of School Representative	Date
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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** _____