

10:00 am – 12:00 am  
Monday-Friday

Cherokee Driving School  
120 E Redd Rd Ste. C  
El Paso, Texas 79932  
(915) 760-5205

June 10<sup>th</sup>, 2024 – June 28<sup>th</sup>, 2024

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

TDLR License # C3349

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

Student's Date of Birth: \_\_\_\_\_

Parent's Full Legal Name: \_\_\_\_\_

Parent Cell Phone #: \_\_\_\_\_

Parent's Texas DL #: \_\_\_\_\_

Student Cell Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Parent E-mail: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Student E-mail: \_\_\_\_\_

**1. CLASSROOM INSTRUCTION ONLY**

Number of lessons: 16 Length of Course: 32hrs Length of Lessons: 2 hrs Cost per Lesson: \$11.56 Course Rate: **\$185.00**

**2. BEHIND-THE-WHEEL INSTRUCTION ONLY**

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

**3. CHEROKEE PACKET: (CLASSROOM AND BEHIND THE WHEEL INSTRUCTION)**

Number of Lessons: 16 Length of Course: 32 hrs Length of Lessons: 2 hrs Cost per Lesson: \$6.25  
Number of Lessons: 7 Length of Course: 14 hrs Length of Lessons: 2 hrs Cost per Lesson: \$40.00 Course Rate: **\$380.00**

Non-refundable Administration Fee: **\$50.00**

Schedule 2 Drive Fee: **\$10.00**. \_\_\_\_\_ (INITIAL)

OTHER POSSIBLE CHARGES: Private Lessons: \$40 per hour • Returned Check Fee: \$50 • No Show / No Permit Fee: \$25

The sum of \$380 for Cherokee Packet is to be paid, \$100 down and the balance of \$280 is to be paid by the last day of classroom instruction. \_\_\_\_\_ (INITIAL)

Classroom instruction begins on June 10<sup>th</sup>, 2024, and ends on June 28<sup>th</sup> 2024. \_\_\_\_\_ (INITIAL)

**If your child is under 18 and applying for their first Texas Driver's license, Learner license, or Provisional license, you must provide evidence that your child is enrolled in a public, private, or home school. Verification is issued with a VOE form issued by the student's school.** \_\_\_\_\_ (INITIAL)

The student is allowed to miss up to five days of classroom instruction. If the student is absent from class for more than 5 days, the student will be dropped from the current class and re-entered into the following class (\$185). All missed classes must be made up within 180 days. \_\_\_\_\_ (INITIAL)

Classroom and in-car instructions must be completed no later than 180 calendar days from the first day the student attends class. Please note the expiration date towards the bottom of the page. \_\_\_\_\_ (INITIAL)

**There will be a \$25.00 non-refundable fee for any no-show or missed scheduled driving appointments. The fee must be paid before the student will be allowed to drive again. In case of an emergency or illness, please contact the driving instructor within 24 hours prior to the scheduled driving appointment to avoid the \$25.00 fee.** \_\_\_\_\_ (INITIAL)

**Waiver**

I, \_\_\_\_\_, the parent or legal guardian of \_\_\_\_\_, 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. This waiver shall be effective for all in-car lessons. I understand that the school will make every effort to schedule from two to four students per vehicle. If I choose not to sign this waiver, my initials below signify my understanding that my son/daughter will be prohibited from in-car instruction if he/she is the only student available for an in-car lesson.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of School Director

**Parent's Initials if WAIVER is refused** \_\_\_\_\_

Course Rate: \$ \_\_\_\_\_.

Total Amount of Contract: \$ \_\_\_\_\_.

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

Amount Paid Down: \$ \_\_\_\_\_.

Balance: \$ \_\_\_\_\_.

\_\_\_\_\_  
Signature of Parent/Guardian

Method of Payment: Cash  Credit Card  Check

\_\_\_\_\_  
Signature of School Director or Staff Member

**Expiration Date: December 30<sup>th</sup>, 2024**

The school maintains business vehicle insurance and uninsured or underinsured coverage as required by the Texas Transportation Code, Chapter 601. Maximum medical insurance coverage for students in car training is \$2,500.

This agreement constitutes the entire contract between the school and student and no verbal assurances or promises not contained herein shall bind the School or student.

#### **STUDENT/PARENT ACKNOWLEDGEMENT**

I have been furnished a copy of the school tuition schedule, cancellation and refund policy, and school regulations pertaining to the 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 Regulation Attention: Enforcement Division PO BOX 12157 Austin, TX 78711; Emailed to or file online at [www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints)

#### **REFUND POLICY**

1. Refund computations will be based on actual instruction received through the last date of attendance.
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 administrative expenses and, from the remainder, shall refund that portion of the classroom tuition and fees for services not previously received by the student.
4. 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 items are stated separately and shown as part of the data furnished to the student before enrollment.
5. 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 because of any misrepresentation in advertising, promotional materials of the school, or misrepresentation by the owner or representation of the school.
6. Refunds shall be completed within 30 days after the effective date of termination.

#### **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 of completion during that period. \_\_\_\_\_ **(INITIAL)**

#### **ATTENDANCE/ABSENCE POLICY**

If a student is absent more than 5 times 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. \_\_\_\_\_ **(INITIAL)**

#### **GRADING & PROGRESS POLICY**

Appropriate standards shall be implemented to ascertain the progress of the students. Progress standards shall meet the requirements of the current rules 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 examinations of knowledge and skills.

This progress evaluation record shall be of 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.

#### **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 any other drug on the premises; rude, vulgar, or disruptive behavior in the classroom; unlawful activity; smoking or using tobacco products; or being generally inattentive (sleeping, reading, cell phone use, etc.) during class. Cell phone use will result in confiscation with a \$15 return fee. Students being disruptive during driving lessons will be charged \$25 and their drive will be canceled immediately. Students terminated for violating rules of conduct may be readmitted at the discretion of the school Director.** \_\_\_\_\_ **(INITIAL)**

#### **NOTICE TO PARENTS AND GUARDIANS FROM THE TEXAS DEPARTMENT OF LICENSING AND REGULATION**

The Texas Department of Licensing and Regulation 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.

There are thirty-two (32) required 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. Not including makeup days.

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) clock hours of in-car observation are required.

There is a maximum of five (5) hours of driver training activities per day. These activities include scheduled classroom, make-up classroom, behind-the-wheel driving, and simulator training. 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. In-car driving completed after the expiration date of the contract will be subject to a \$40 late fee per lesson needed. (Note: During peak enrollment periods, in-car instruction times could be subject to availability.)** \_\_\_\_\_ **(INITIAL)**

I grant permission to Cherokee Driving School to use photographs and/or video of my student in publications, news releases, online and in other communications related to the mission of Cherokee Driving School. \_\_\_\_\_ **(INITIAL)**

IF YOU HAVE A REASON TO BELIEVE THAT THESE MINIMUM REQUIREMENTS ARE NOT BEING MET, PLEASE file an online complaint at [www.tdlr.texas.gov/complaints](http://www.tdlr.texas.gov/complaints)