

Student Name _____

NEK Driving School, LLC

School Policies and Requirements

Eligibility: To take this course a student must be at least 15 years old or older and have a valid VT Learner's Permit by the first day of classroom instruction. Student must provide a copy of their valid VT Learner's Permit. The student shall not apply to attend the course if their driving privilege is suspended or revoked (DMV will check the roster we provide). If at any time during the course a student has their driving privilege suspended or revoked they must notify the instructor, return course materials, and they will not be permitted to continue and must retake the entire course.

Successful Completion: Student must attain a cumulative grade of 80% on tests, quizzes, class participation, and homework to pass this course. All tests require a score of at least an 80%. They will be allowed to re-take tests that fail to meet this standard. **The final test must meet the same standard and any re-take will be in-person and a fee of \$40 must be paid for the re-take.** For the behind-the-wheel portion, each student will have an assessment in the sixth (6th) driving hour which they are required to pass to be given their State certificate of completion. Depending on skill level achieved, additional behind-the-wheel (BTW) hours may be required.

Classroom Assessment Criteria: Students will be assessed through

Tests: 50%

Quizzes: 20%

Class participation 20%

Homework: 10%

Parent/Guardian Involvement: This course requires significant parental involvement. Your student will not succeed in this program if they only receive the 6 hours of instruction with the driving instructor. The state requires an additional forty (40) hours of behind-the-wheel (BTW) practice and ten (10) hours nighttime practice before taking their driving test at the DMV. If you do less practice, you are only setting up your student to fail. **Four (4) to five (5) hours of home BTW practice is expected each week.**

Classroom and BTW expectations: Students are required to come to class on-time (see below) and prepared to learn. Students will not be disruptive in their behavior in-class or in-car and will follow all rules or be subject to expulsion without refund. The "**How to Drive**" textbook issued to the student must be returned prior to receiving their certificate of completion. If the book is lost, stolen or damaged, you must pay \$100.00 replacement fee.

Attendance: The state rules are very strict on student attendance – the state requires us to keep attendance records to the minute. Students are expected to attend all classes. **Absences are only allowed for a good cause as determined by the instructor.** For any absence, make-up work equal to the time missed must be completed. If a student is removed from a class session for missing too much time (more than two hours), they will be allowed to join the next class provided there is space available (a fee may apply). For BTW instruction the student must be on time and ready to drive (must have their contacts/glasses if needed) at the location we agreed on when scheduled. **A minimum of 48 hours' notice is required if you need to reschedule or**

cancel an in-car appointment. A \$40.00 fee will be applied to cancellations that occur within 48 hours. Students will not be able to drive (BTW) until that fee is paid.

Refund: There are no refunds of any deposit made. A deposit may only be credited to the same student it was applied to, for a later start date. Deposits cannot be credited for any other student. To obtain a tuition refund, a student must request a refund/removal from the program at least five (5) business days before the first classroom session. This is to allow for another student to take their place as no student can start a class after the first session. There will be no refunds beyond this point.

Removal from program: A student may be removed from the program without refund for any of the following reasons:

- Excessive tardiness from class.
- Excessive or any unexcused absences.
- Failure to complete assigned work.
- Cheating (whether sharing or receiving answers).
- Lying to an instructor.
- Suspension from school.
- Swearing or being verbally abusive during any phase of the program.
- Continued disciplinary issues as determined by the course instructor and/or school administration.
- Misuse of Driver's Education equipment
- By having their privilege to drive suspended or revoked.
- If found to be smoking or vaping in or out of this class.
- Being under the influence of alcohol or any other illegal drugs / or smelling of any alcohol or other illegal drugs during any of the instructional phases.

Fees: The current tuition for this program is stated on the website/application. **Once a student starts a class, parent(s)/guardian(s) are indebted for the full tuition amount.**

PARENT/GUARDIAN ACKNOWLEDGEMENT: I/We agree to pay all attorney's and collection fees should such action become necessary to collect any or all of the tuition.

Any changes to these policies will be sent home with the student for an additional parent signature.

I agree to adhere to the policies of the NEK Driving School, LLC Driver Education program:

_____ Date: _____
Student (Print name and sign please)

_____ Date: _____
Parent/Guardian (Print name and sign please)

_____ Cell: _____
Parent/Guardian email



NEK Driving School, LLC

Release of Liability, Waiver of Claims, Assumptions of Risks and Indemnity Agreement

Definitions in this Agreement:

- A. The term "driving instruction and activities" shall include an instruction provided by any agent, employee, or substitute of NEK Driving School, LLC. It also includes all activities, services, and use of vehicles, either provided by or arranged by NEK Driving School, LLC. This definition also includes activities which are in any way related to either driving, stopping for any reason, classroom instruction, waiting for class to start, waiting after classes, movement in and around vehicles, and any other activities **occurring because of class or driving related to driving times or class time.**
- B. The term "agents" shall include an instructor, owner, subcontractor, substitute or other aid for NEK Driving School, LLC.

Assumption of Risk:

I am aware that driving, learning to drive, and any activity associated with this course involves risks, dangers, and hazards as well as the potential for serious injury and crashes.

- I. Student: I fully assume all such risk, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting there from.
- II. Parent: I fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting there from to my child or student I am responsible.

Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration of the agents and NEK Driving School, LLC allowing me/my child to participate in Driver Education, I hereby agree as follows:

- 1. TO WAIVER ANY AND ALL CLAIMS that I have or may have in the future against the agents and/or NEK Driving School, LLC and TO RELEASE these agents and NEK Driving School, LLC from any and all loss, damage, expense, or injury including death that I or my child may suffer as a result of driving instruction and activities. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE AGENTS, AND INCLUDING THE FAILURE ON THE PART OF THE AGENTS TO SAFEGUARD OR PROTECT ME/MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF DIVING.
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my/my child's participation in Driver Education, Driving Instruction, or activities.
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death/child's death or incapacity.
- 4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed and interpreted solely in accordance with the laws of Vermont and no other jurisdiction.
- 5. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE AGENTS. In signing this agreement, I agree not to bring any lawsuit against Yankee Driving School or any of its agents.

PARENTS SIGNATURE: _____ **Date:** _____
(OR RESPONSIBLE PARTY)

STUDENT SIGNATURE: _____ **Date:** _____

NEK Driving School, LLC

Photo and Video Acknowledgment

NEK Driving School, LLC may have cameras installed in the instructional vehicle. The type utilized records both the passenger compartment and the road ahead and behind. Flash card video recordings will be kept for a period of ten days and then recorded over if there is no reason (or request) to keep the video. Such videos may also be retained for instructional purposes.

On occasion, NEK Driving School, LLC may ask a group or team of students for a promotional picture in the classroom or while out on a drive for use on our social medial pages or website. This is an optional consent request, students may choose not to participate by asking not to be photographed when such a request is made. If parents would prefer that their teen not be photographed in any way, it is requested that parents notify NEK Driving School, LLC by email or other written correspondence and ask their teen to opt-out during these requested photo opportunities.

No photos or videos will be taken without the students' knowledge.

By my signature below, I am aware of the photo and video policies of NEK Driving School, LLC.

Student: _____

Date: _____

Parent or Guardian: _____

Date: _____



NEK Driving School, LLC