

Be Safe Driving School

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Traffic Safety Education Course Agreement

Welcome Students and Parents/Guardians,

We are happy you have chosen Be Safe Driving School's Traffic Safety Education Program. Our school was established in order to give students the best driving education to create safe drivers. Success in this course will require discipline and a willingness to learn new things from both students and parents/guardians. Our program would be incomplete without your active participation and positive desire to learn. We highly value the time that you will devote to this task and thank you for your willingness to learn and practice and maintain safe habits that are designed to produce exceptional drivers. Please read this document carefully to ensure that you receive the best value of our program by following the terms and conditions.

Thank you,
Be Safe Driving School

Course Requirements

In order to receive a Course Completion Certificate, students must successfully complete a minimum of 30 hours of classroom instruction. Students will also complete 12 hours of in vehicle training, which consists of 6 hours of behind the wheel instruction and 6 hours of practice observation. Students are also required to complete a minimum of 5 hours of home guided practice by the end of the course. Any student who does not successfully complete these stated requirements will not receive a Course Completion Certificate. (OAR 737-015-0030)

1. The course is scheduled for 32 hours to allow for breaks. Break time does not count towards the 30 hours of classroom time.
2. There is a mandatory student/parent meeting for the first class meeting. Both the parent and student must attend. If a parent cannot attend, another responsible adult can attend in their place. The student must still also attend. Students over the age of 18 will need to attend the orientation, but do not need to have a parent attend.
3. The required text for this course is The Playbook. It is required to be brought with you every class and will be provided to you at the first class meeting. The Paybook is not required to be brought during behind the wheel lessons.
4. Homework will be assigned at the end of each class and must be completed before the next class.
5. Prerequisite for Behind the Wheel lessons is a minimum of 5 hours of supervised home driving practice. The first time a student is behind the wheel should be with their parent/guardian/responsible adult, not with the driving instructor.
6. An additional 5 hours of home guided driving practice must be completed over the duration of the course.
7. Documentation of practice is required to be submitted by the end of the course.
8. Make up sessions are only granted in emergencies for behind the wheel sessions. **Each make up session is an additional \$50.** Sports schedules and vacations are not considered emergencies. At this time there are **no make up times available for classroom sessions.** Classroom hours can only be made up in a future session, but still must be completed within 90 days of their course start date.
9. All behind the wheel sessions take place outside classroom time.
10. All drivers must carry their permit on their person on every single drive. No Exceptions. If you come to the driving lesson without your permit, you will not be allowed to drive and will need to schedule a make up lesson. **Each make up session is an additional \$50.**
11. Behind the wheel lesson drive times will be assigned prior to the parent orientation. Please notify us at time of enrollment of any scheduling requests. Limited availability by the student will make it difficult to schedule drive times. Scheduling requests cannot be guaranteed.
12. The duration of the course lasts 35-90 days. All classroom sessions, homework, quizzes and tests and behind the wheel drives must be completed no sooner than 35 days and no longer than 90 days.

13. Students must also earn a passing score of 80% on classroom exams, demonstrate mastery of safe driving skills and behaviors in the vehicle by passing the final drive exam, exhibit positive attitude at all times and demonstrate the ability to be present and on time every for every class and in vehicle lesson.
14. Cell phones, headphones, ear buds and air pods are not allowed in the classroom. They are to be silenced and put away. If a student is seen to be using a cell phone, then they will be asked to leave for the day and will have to make up the remaining classroom hours in an upcoming session.

Behind the Wheel

1. Students must bring a valid driving permit to all behind the wheel lessons. Without a valid driving permit, the student will not be allowed to attend the behind the wheel lesson and will be deemed absent. If you come to the driving lesson without your permit, you will not be allowed to drive and will need to schedule a make up lesson.
Each make up session is an additional \$50.
2. Wear appropriate clothing and shoes. No sandals, flip flops or heels are allowed in the Driver Education Vehicle. We suggest that students wear comfortable and securely fitted shoes.
3. Corrective lenses are required if a student normally wears them. Sunglasses that are lightly tinted are optional.
4. No food or beverage is allowed in the vehicle. Only water in a leak proof beverage container is allowed. Be responsible in keeping the Driver Education Vehicle clean.
5. Behind the wheel lessons begin promptly at the scheduled time. We must be notified of a schedule conflict at least 24 hours prior to the start of the scheduled lesson. Driver Education Vehicle will leave promptly 5 minutes past the scheduled time. Two no shows will result in the student's removal from the course.
6. Students who miss the Driver Education Vehicle will be considered a no show and will be charged **\$50 reschedule fee**, which must be paid in order to reschedule a driving lesson.
7. Students who are observing are still required to participate in the lesson.
8. No cell phones are allowed during the behind the wheel lesson. Cells phones are to be silenced and put away in the trunk or in the center console. There is zero tolerance for cell phone/headphone usage in the vehicle.

Course Fees

1. All fees for courses must be paid in full at the time of enrollment.
2. Course fees are: \$425 for teens 15-17, \$635 for adults 18+.
3. All teens receive a \$210 subsidy from ODOT to help cover the cost of driver's education. If your teen fails to meet the following criteria, the parent/guardian will be required to **pay the \$210 subsidy**.
 - a. Cannot turn 18 before the end of the course.
 - b. Cannot obtain a driver's license before the end of the course.
 - c. Must complete all classroom, driving, observation and guided home practice hours.
4. A \$75 subsidy is offered to any student ages 15-17 and qualifies for a free/reduced lunch at school. You must submit approved documentation to apply. Proof of eligibility includes SNAP approval letter or approval letter from school/school district. A letter from a school/school district that offers a free/reduced lunch for all students is not proof of eligibility for the reduced course fee. (OAR 737-015-0105)
5. If a student fails or withdraws from the course before completion, and they want to take the course a second time, they are not eligible for a second fee subsidy and will be subject to the full tuition.
6. If you are a no show or do not communicate with us at least 24 hours in advance of needing to reschedule a lesson, there is a **\$50 no show fee**. This fee will need to be paid prior to continuing your lessons. After two no shows, a student will be dropped from the course.
7. You must bring your permit/license with you to each lesson. If you do not bring your permit/license with you, the lesson will need to be rescheduled and a **\$50 rescheduling fee** will need to be paid prior to the next lesson.
8. Any cancellations must be made five full business days (M-F) prior to the class start date in order to receive a refund. There is a **\$50 administrative fee** to process your refund.
9. No refunds will be given once the course has begun.

Removal of Student from Course

We take safety seriously. Students will be removed from the course with a "Fail" grade for any of the following reasons.

1. Two no shows.
2. Failure to complete assigned homework or lack of participation in classroom activities, including cell phone use during classroom or behind the wheel observation.
3. Cheating (whether sharing or receiving answers).
4. Being under the influence of alcohol or any other illegal drugs (or legal drug affecting the students' ability to operate a vehicle safely) during any of the instructional phases.
5. Attending behind the wheel lessons while noticeably sleep deprived.
6. Misuse of driver education vehicle.
7. Repeated refusal to follow the instructors' directions while in the classroom and behind the wheel.
8. Repeated and willful violation of traffic laws.
9. Use of any tobacco product (including e-cigarettes and vape pens) on campus where instruction occurs.

Acknowledgement of Risks of Participation & Liability Waiver

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any instructions or directions given by Be Safe Driving School LLC, or the employees, representatives or agents of Be Safe Driving School LLC.
2. I acknowledge the activity of driving a motor vehicle and riding in a motor vehicle comes with the inherent risk of injury ranging from minor injuries to more serious injuries, including dismemberment and/or death. I acknowledge the risks involved in my and/or my child's driver's participation in any activities involving a motor vehicle. I acknowledge that safety equipment, such as a safety belt, may cause irritation or minor injuries. I acknowledge that the act of driving, turning to look, and other physical expectations of driving may lead to minor discomfort and injury.
3. I agree to indemnify and defend Be Safe Driving School LLC against any claims or legal actions from any injury or damages stemming from my and/or my family's use of Be Safe Driving School LLC equipment or upon the presence of Be Safe Driving School LLC facilities.
4. I understand that Be Safe Driving School LLC vehicle(s) is/are outfitted with both front and rear facing cameras. I understand that these cameras are recording during each driving lesson, and may include recorded video of persons inside/outside the vehicle.
5. I understand that Be Safe Driving School does not guarantee that any student will pass a class, or will receive their license.
6. I understand that in the event of inclement weather, such as snow and ice, behind the wheel lessons will be rescheduled to a time when it is safe to drive. There will be no rescheduling fee due to inclement weather.
7. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Be Safe Driving School LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.