

ASPIRE TRUCKING ACADEMY STUDENT ENROLLMENT CONTRACT

ASPIRE TRUCKING ACADEMY, Branch 1
2025 Brentwood St. High Point, NC 27263
919.619.7596

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 AND OBSERVATION INSTRUCTION

Number of Lessons 10 Length of Course 50 Hrs. Length of Lesson 2 Wks. Cost per Lesson **\$200.00**
Number of Lessons 5 Length of Course 150 Hrs. Length of Lesson 2 Wks. Cost per Lesson **\$400.00** Course Rate **\$ 4000.00**

CLASSROOM ONLY

Number of Lessons 10 Length of Course 50 Hrs. Length of Lesson 2 Wks. Cost per Lesson **\$200.00** Course Rate **\$2000.00**

BEHIND-THE-WHEEL and OBSERVATION ONLY

Number of Lessons 5 Length of Course 150 Hrs. Length of Lesson 2 Wks. Cost per Lesson **\$ 400.00** Course Rate **\$ 2000.00**

Payment: \$ _____ Date: _____ Total Amount of Contract \$ _____
Payment: \$ _____ Date: _____
Payment: \$ _____ Date: _____ **** Administrative Expenses (up to \$50) \$ 100**

I. FEES & TUITION

The total cost to attend Aspire Trucking Academy is **\$5000**. These fees include the following.

- a. Tuition, classroom, and in-truck instruction - \$4400
- b. Books & Supplies - \$125
- c. DOT physical - \$90
- d. Urinalysis - \$90
- e. Moving Violations Report - \$45
- f. CDL Test - \$75

* Aspire Trucking Academy does not charge Registration Fees or Interest.

A no-show fee of \$50 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 \$125 will be charged if a student defaces or damages any school property (desks, tables, textbooks, etc.) Student's initials _____

Classroom instruction begins ____ / ____ / ____ at ____: ____ o'clock ____ and is expected to end ____ / ____ / ____ . All classroom make-up assignments and in-car instruction must be completed by ____ / ____ / ____ . Student'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 for more than 10 classroom hours, the student enrollment will be terminated from that class. Student's initials _____

GRADING / PROGRESS

Progress standards must meet the requirements of the current rules adopted by the North Carolina 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.

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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

19A NCAC 03J .0605 CANCELLATION AND REFUND PROCEDURES AND COOLING-OFF RIGHTS

(a) After the cooling-off period has ended, a student may cancel his or her enrollment in the course by notifying the school. Cancellation by the student is effective on the date the student mails or delivers written notification to the school or on the date that the student gives the school constructive notice of his or her intention to withdraw from the course.

(b) If a prospective student cancels the enrollment contract during the period described in the notices required, the school must refund all payments made by the prospective student and cancel and return any evidence of indebtedness within 21 days after receiving any notice of cancellation. If a school fails to comply with the proper enrollment and cooling-off procedure, it shall not retain any money or evidence of indebtedness from a prospective student.

(c) If a student gives the school written notice of his or her intention to remain enrolled in a course, the time period for measuring constructive notice will begin anew from the date of the written notice. Any prior cancellation by virtue of the student's constructive notice **will** not be effective **if** the student provides this written notice of his or her intention to remain enrolled.

(d) If a student cancels his or her enrollment contract after the cooling-off period, the school shall not receive, demand, or retain more than the one hundred and fifty dollar (\$150.00) registration fee and a pro rata portion of the total contract price. This total pro rata portion shall be calculated by dividing the total number of course hours by the total contract price to obtain an hourly rate. This hourly rate shall be multiplied by the actual number of hours the student attended the school. Refunds must be made within 21 days.

(e) For courses consisting of a combination of home study lessons and resident training, not more than one hundred dollars (\$ 100.00) in addition to the registration fee referred to in Paragraph (d) of this Rule shall be retained by the school for those students who fail to enter resident training, unless the school submits affirmative evidence acceptable to the Commissioner of Motor Vehicles disclosing the home study lessons are of such quality and content as to reasonably assure that the students will achieve the stated objective without the resident training portion of the course.

(f) The school must include in the enrollment contract the following notice: "CANCELING THIS CONTRACT." "A student may cancel this agreement at any time before the commencement of classes and prior to the end of the five day cooling off period and receive a full refund of the tuition that has been paid by the student. The NOTICE OF CANCELLATION to be given by the student shall be in writing and may be delivered by Registered Mail or in person to an owner, partner, corporate officer, agent, or other representative of the school. The cooling-off period begins when the student is given or mailed a signed copy of the completed contract. Contracts canceled after the cooling-off period entitle the school to retain not more than one hundred fifty dollars (\$ 150.00) registration fee and a pro rata portion of the total contract price based on the number of hours the student attended school. Refunds must be made within 21 days following delivery of the NOTICE OF CANCELLATION." The title of the notice "CANCELING THIS CONTRACT" must be in all capitals with boldface type.

(g) If either the school or the instructor fails to comply with the provisions of any contract or agreement between the school and the student, the school shall refund, on a pro rata basis, all monies collected from the student as consideration for the performance of the contract or the agreement.

*History Note: Authority G.S. 20-320 through 20-328;
Eff. May 1, 1987;
Amended Eff. January 1, 1994;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. September 22, 2018.*

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 because 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

____ **Student'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

____ **Student's Initials** - The school maintains a business insurance policy for vehicles with coverage as required by North Carolina Transportation Code, Chapter 601, and uninsured or underinsured motorist coverage

____ **Student'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

____ **Student's Initials** - I further realize that any grievances not resolved by the school may be forwarded NCDOT Motor Vehicles Division Attention: North Carolina Division of Motor Vehicles, Enforcement Section, 1100 New Bern Avenue, Raleigh, North Carolina 27697-0001

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

Signature of School Representative

Printed Name of School Representative

Date

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. **Student's initials if one-on-one driving is REFUSED.**